

CITY OF CASSELBERRY CITY COMMISSION MEETING

Monday, February 10, 2025
5:30 PM

City Commission Chambers
1st Floor, Casselberry City Hall
95 Triplet Lake Drive, Casselberry, Florida

TO THE PUBLIC: Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they 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, per Section 286.0105, Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the A.D.A. Coordinator, 48 hours in advance of the meeting at (407) 262-7700, ext. 1150.

This is a public meeting, and the public is invited to attend. The agenda is subject to change. Please be advised that one (1) or more members of any of the City's Advisory Boards may be in attendance and may participate in the discussions at the meeting.

Persons can obtain an electronic copy of the agenda packet for this meeting by making a public records request to the City Clerk's Office by calling (407) 262-7700, Ext. 1133 or emailing cityclerk@casselberry.org.

AMENDED AGENDA

1. MEETING CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. MINUTES

A. Minutes of January 27, 2025 - Regular Meeting

6. PRESENTATIONS/ COMMENDATIONS - None

7. CONSENT AGENDA

The action proposed to be taken is stated for each item on the Consent Agenda. Unless one item is removed from the Consent Agenda by a City Commission member, no discussion on individual items will occur and a single motion will approve all items.

A. Approval of Legal Services Invoices

- Garganese, Weiss, D'Agresta & Salzman, P.A., Invoice No. 103034 - \$16,666.50

B. Resolution 25-3482 - FY25 First Quarter Budget Amendments and Budget Transfers

Approval of Resolution 25-3482 to formally adopt budget amendments and budget transfers approved during the first quarter of FY 2025 is requested.

C. Resolution 25-3483 - Urging the Florida State Legislature to Enact Legislation to Provide a Public Records Exemption for Municipal Clerks

Approval of Resolution 25-3483 urging the Florida State Legislature to enact legislation to provide a public records exemption for Municipal Clerks and employees who perform municipal elections work or have any part in code enforcement functions of a city is requested.

D. Resolution 25-3484 - Acknowledging the Charter Amendments Approved by the Electorate at the August 20, 2024 City Election for Purposes of Codification

Approval of Resolution 25-3484, acknowledging Charter Amendments approved by the electorate at the August 20, 2024 City Election for purposes of codification into the City Charter by Municode is requested.

E. **Piggyback Agreement with George Gideon Auctioneers, Inc. for the Provision of Surplus Property Online Auction Services for the City of Casselberry**

Consideration for approval to piggyback the School District of Osceola County, Florida On-Line Auction Services Agreement with George Gideon Auctioneers, Inc. for the provision of surplus property online auction services is requested.

F. **Award of Bid and Execution of Agreements for Building Official & Support Services with UES Professional Solutions, LLC, and PDCS, LLC**

Approval of an award of bid and authorization to execute agreements with UES Professional Solutions, LLC, and PDCS, LLC, for Building Official Services is requested.

G. **Task Authorization No. 2 with U.S. Submergent Technologies for Cleaning of the Water Reclamation Facility's Surge Tank #2 and Plant #1**

Approval of Task Authorization No. 2 with U.S. Submergent Technologies for Cleaning of the Water Reclamation Facility's Surge Tank #2 and Plant #1 in the amount of \$97,900.00 is requested.

H. **Board Appointments - South Seminole North Orange County Wastewater Transmission Authority**

Consideration to reappoint Matt Baker as the City's regular member and to appoint Tara Lamoureux as the alternate member to the South Seminole North Orange County Wastewater Transmission Authority is requested.

8. DISCUSSION ITEMS

A. **Future Agenda Items**

9. FIRST READING OF ORDINANCES - None

10. PUBLIC HEARINGS - None

The purpose of a Public Hearing is to receive input regarding the item being considered. Public Hearings are not intended to be a time for the public to obtain information about the subject matter of the hearing. (Hearing Sequence: 1st - Staff; 2nd - Applicant/Requesting Party; 3rd - Public; 4th - opportunity for brief rebuttals, if appropriate; Final - City Commission motion, discussion and action.)

11. RESOLUTIONS

A. **Resolution 25-3481 - English Estates Water Main Replacement Phase I & Seminole County Oxford Road Sidewalk and Drainage Project and Related Budget Amendment #25-012**

Approval of Resolution 25-3481 authorizing Seminole County to Proceed with the Award of the City of Casselberry's English Estates Water Main Replacement Phase I Project as part of the Oxford Road Sidewalk and Drainage Project for a total cost of \$3,228,844.00 to Mercon Construction Company and related Budget Amendment #25-012 is requested.

12. OTHER ITEMS

A. **Single Source Agreement with Masci General Contractors for Casselberry Utility Relocation on the Seminole County Oxford Road Expansion Project and Related Budget Amendment #25-014**

Approval of the single source agreement with Masci General Contractor, Inc. for Utility Relocates associated with the Seminole County Oxford Road Expansion Project in the amount of \$154,431.06 and related Budget Amendment #25-014 is requested.

13. CITIZENS' COMMENTS

Persons who wish to make comment or make inquiry on any matter NOT ON THIS AGENDA may do so at this time. Please raise your hand and when recognized by the Mayor, come forward to the microphone, give your name and address and speak briefly on the matter. All comments must be directed to the Mayor or City Commission as a whole, not an individual City Commissioner, a City staff member or another member of the audience. Citizens may be heard during PUBLIC HEARINGS or at any time any agenda item is before the City Commission for consideration by following the same procedure described above.

14. CITY MANAGER'S REPORT

15. CITY ATTORNEY'S REPORT

16. CITY CLERK'S REPORT

17. CITY COMMISSIONER'S REPORTS/COMMENTS

18. ADJOURNMENT

Date

Donna G. Gardner, CMC
City Clerk



CITY MANAGER M E M O R A N D U M

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 10, 2025
Subject: Minutes of January 27, 2025 - Regular Meeting

Introduction: The City Clerk is presenting the minutes of the January 27, 2025 Regular Meeting for approval.

CITY OF CASSELBERRY

CITY COMMISSION

The City Commission of the City of Casselberry held a regular meeting on Monday, January 27, 2025, at 5:30 p.m., Casselberry City Commission Chambers, 95 Triplet Lake Drive, Casselberry, Florida.

ELECTED OFFICIALS PRESENT:

David Henson, Mayor – Seat No. 5
Mark Busch, Vice Mayor – Seat No. 3
Anthony Aramendia, Commissioner – Seat No. 1
Nancy C. Divita, Commissioner – Seat No. 2
Thomas E. Kirk, Commissioner – Seat No. 4

STAFF MEMBERS PRESENT:

Randy Newlon, City Manager
Kristen N. Eick, City Attorney
Donna G. Gardner, City Clerk
Derrick Becton, Deputy Police Chief
Andy Brooks, Administrative Services Director
Jiovani Charres, Sr. Utility Engineer
Jane Dai, City Engineer
Antonia DeJesus, Chief Planner
Ed DeJesus, Information Technology Manager
Jennifer Del Rosso, Police Captain
Chelsea Keiter, Utility Support Specialist
Larry Krantz, Police Chief
Tara Lamoureux, Utilities Director
Lorie Mertens-Black, Assistant City Manager
Bill Nas, Police Captain
Christopher Schmidt, Community Development Director
Pat Segeritz, Parks & Landscape Superintendent
Chuck Smith, Public Works Maintenance Manager
Linda S. Sundvall, Deputy City Clerk
Dawn Swailes, Water Reclamation Superintendent

1. MEETING CALL TO ORDER

Mayor Henson called the regular meeting of the Casselberry City Commission to order at 5:31 p.m.

2. INVOCATION

Mayor Henson called for a moment of silence in memory of the Holocaust victims.

3. PLEDGE OF ALLEGIANCE

Mayor Henson led the Pledge of Allegiance.

4. ROLL CALL

The City Clerk called the roll of Elected Officials. All were present.

5. MINUTES

A. Minutes of January 13, 2025 – Regular Meeting

MOTION: Commissioner Kirk moved to approve the minutes of the January 13, 2025 Regular Meeting, as presented. Motion was seconded by Commissioner Aramendia. Motion carried unanimously by voice vote 5-0.

6. PRESENTATIONS/COMMENDATIONS

A. Proclamation: Recognizing the Retirement of Joseph A. Murphy

Mayor Henson presented a proclamation in recognition of Joseph A. Murphy's retirement from the City of Casselberry with more than twenty-five years of dedicated public service, retiring as a Utility Technician IV in the Utilities Department.

7. CONSENT AGENDA

A. Approval of Legal Services Invoices

Introduction: Consideration for approval of the legal services invoice from the Code Enforcement Special Magistrate is requested.

Discussion: The following invoice has been reviewed by the affected departments and is being presented for approval:

Fishback Dominick LLP

Code Enforcement Special Magistrate Services for December 2024

- Invoice No. 122470

\$ 21.00

Budget Impact: Funds for the Code Enforcement Special Magistrate's invoice are available in FY 2025 Budget Account No. 001-0140-514.31-03.

Recommendation: The City Manager and staff recommended approval of the legal services invoice as submitted.

B. Amendment No. 5 to the Agreement for Ground Maintenance Services – Parks with Yellowstone Landscape

Introduction: Approval of Amendment No. 5 to the Agreement for Ground Maintenance Services – Parks with Yellowstone Landscape to add 80 N Sunset Drive and 100 Quail Pond Circle to the annual maintenance schedule for an additional amount of \$3,900 annually (\$75 per visit) is requested. (Ref. RFP-2023-1008)

Budget Impact: Funding is available in the Fiscal Year 2025 Parks Maintenance Division Repairs and Maintenance account #001-0410-572.46-00. City staff will continue to monitor expenditures and recommend necessary budgetary adjustments if the need arises.

Recommendation: The City Manager and the Public Works Director recommended approval of Amendment No. 5 to the Agreement for Ground Maintenance Services with Yellowstone Landscape.

C. Piggyback Agreement with Cisco Systems, Inc. for 3-Year Subscription for Cloud Phone System, Webex

Introduction: Approval of a piggyback agreement with Cisco Systems, Inc. through NASPO Agreement 43220000-NASPO-19-ACA between the State of Florida and Cisco Systems through Cisco Systems' local Webex partner Veytec, Inc. for a 3-year subscription for the cloud-based phone system Webex is requested.

Budget Impact: The cost of Year 1 is \$36,552 and is already included in the Fiscal Year 25 Budget under IT Repair and Maintenance account #001-0151-516.46-00. No additional impact on the budget is expected at this time.

Recommendation: The City Manager and the Administrative Services Director recommended approval of the piggyback agreement with Cisco Systems, Inc. for a 3-year subscription for the cloud-based phone system Webex.

Audience Participation: No one came forward to address the Consent Agenda.

MOTION: Commissioner Divita moved to approve the Consent Agenda, as presented. Motion was seconded by Commissioner Aramendia. Motion carried unanimously by voice vote 5-0.

8. DISCUSSION ITEMS

A. Future Agenda Items

Commissioner Kirk suggested that the Commission should have some discussion on a future agenda related to code enforcement and where those duties should be placed, noting that his research showed that in many cities code enforcement was under the Police Department. Both Mayor Henson and City Manager Randy Newlon advised that in the past code enforcement had been part of the Police Department but at some point, it had been deemed more appropriate to place it back under the Community Development Department where it is currently administered. After a brief discussion, Mr. Newlon advised that he could speak later in more detail with Commissioner Kirk to see if he had any specific concerns with how code enforcement was currently being handled, and then, if it was the will of the Commission, the issue could be brought back for discussion as a future agenda item.

9. RESOLUTIONS

A. Resolution 25-3480 – Invocation Policy

The City Clerk read Resolution 25-3480 by title, as follows:

“A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA, REPEALING RESOLUTION 15-2808 WHICH ESTABLISHED THE CITY COMMISSION POLICY AND PROCEDURES REGARDING OPENING INVOCATIONS BEFORE MEETINGS OF THE CITY COMMISSION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Staff Presentation: At the December 16, 2024 City Commission meeting, a request was made to bring a discussion on the City’s Invocation policy forward as a future agenda item. Discussion on the policy was held at the January 13, 2025 meeting, and Commission consensus was to repeal the existing policy which has been in place since 2015. Resolution 25-3480 repeals in its entirety Resolution 15-2808 which established the City Commission policy and procedures regarding opening invocations before meetings of the City Commission and also incorporates several legislative findings and expresses the City Commission’s intent to observe a moment of silence at the beginning of Commission meetings rather than an invocation. Recent case law characterizes invocations as “government speech” which is not protected by the First Amendment. Therefore, the City Commission may repeal the existing invocation policy without infringing upon First Amendment rights of speakers.

Budget Impact: This item has no impact on the City Budget.

Recommendation: The City Manager and the City Attorney recommended approval of Resolution 25-3480, which provides for the repeal of Resolution 15-2808 and the existing invocation policy in its entirety.

Audience Participation: No one came forward to address Resolution 25-3480.

MOTION: Commissioner Aramendia moved to approve Resolution 24-3480, as presented. Motion was seconded by Commissioner Kirk. Motion carried unanimously by voice vote 5-0.

10. FIRST READING OF ORDINANCES

No items were presented for consideration on this agenda.

11. PUBLIC HEARINGS

- A. Public Hearing: Second Reading of Ordinance 24-1617 – Repealing in Its Entirety Article III, “Peddlers, Solicitors, Begging and Panhandling” of Chapter 26, “Businesses” of the City Code of Ordinances

The City Clerk read Ordinance 24-1617 by title, as follows:

“AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA; REPEALING IN ITS ENTIRETY ARTICLE III, “PEDDLERS, SOLICITORS, BEGGING AND PANHANDLING” OF CHAPTER 26, “BUSINESSES” OF THE CITY CODE OF ORDINANCES; PROVIDING FOR CODIFICATION; CONFLICTS, SEVERABILITY; AND AN EFFECTIVE DATE.”

Notice of Public Hearing: The Notice of Public Hearing relative to second reading of Ordinance 24-1617 was advertised in the *Orlando Sentinel* on Friday, January 17, 2025.

Business Impact Statement: A Business Impact Statement was provided for this ordinance in accordance with Section 166.041(4), Florida Statutes.

Staff Presentation: As a result of recent related state and federal case law which has found against similar ordinances, Article III “Peddlers, Solicitors, Begging and Panhandling” of Chapter 26, “Businesses” of the City Code of Ordinances may be susceptible to constitutional challenge and lead to civil damages. Therefore, staff finds that repeal of Article III “Peddlers, Solicitors, Begging and Panhandling” of Chapter 26, “Businesses” is in the best interests of the public health, safety, and welfare of the citizens of the City. Ordinance 24-1617 was approved by the City Commission on first reading on December 16, 2024 and there have been no changes to the ordinance since first reading. City Manager Randy Newlon advised that both the City Attorney and Police Chief Larry Krantz were available for any questions related to the ordinance.

Budget Impact: There is no budget impact to the City Budget.

Recommendation: The City Manager and the Police Chief recommended adoption of Ordinance 24-1617 on second and final reading.

Public Hearing: Mayor Henson stated this was a public hearing to hear and consider comments and questions regarding Ordinance 24-1617. Mayor Henson opened the floor for public participation. No one came forward to address Ordinance 24-1617. Mayor Henson closed the public hearing relative to Ordinance 24-1617.

MOTION: Vice Mayor Aramendia moved to adopt Ordinance 24-1617 on second and final reading, as presented. Motion was seconded by Vice Mayor Busch. Motion carried unanimously by voice vote 5-0.

12. OTHER ITEMS

A. Volunteer Board Appointments

The Board Appointment Policy provides for consideration of reappointments first and for alternate members to be considered first to fill any regular member vacancies that may occur. Board members are limited to three consecutive terms on a board, with the exception of the Pension Board. Appointments to fill an unexpired term do not count as a member's first term. The City Clerk will provide additional background information and guidance at the meeting, as needed.

Planning & Zoning Commission

The Planning & Zoning Commission consists of seven (7) members and one (1) alternate member who serve two (2) year terms. In 2022, the City Commission decided not to fill the alternate member positions on both the Planning & Zoning Commission and the Parks & Recreation Advisory Board. There were no quorum issues as a result of these positions remaining vacant. The board appointment policy provides for consideration of reappointments first. Ed Bakalla and Ron Bryan have submitted applications to be considered for reappointment. There is currently one (1) regular member vacancy due to Scott Minnis deciding not to seek reappointment. There are three applicants who have submitted applications and may be considered for appointment to the regular member vacant seat. Those applicants are Woody Bass, who has also applied for reappointment to the Parks and Recreation Advisory Board and is eligible for appointment to the Police Officers' and Firefighters' Pension Board of Trustees, Cody Highley, who applied for appointment to both the Planning & Zoning Commission and the Police Officers' and Firefighters' Pension Board of Trustees, and Neal Thomas, who also applied for appointment to the Parks and Recreation Advisory Board. All appointees' terms will be through January 31, 2027.

MOTION: Commissioner Kirk moved to reappoint regular member Ed Bakalla for a third full term and regular member Ron Bryan for a second full term, to the Planning & Zoning Commission, both terms effective through January 31, 2027. Motion was seconded by Commissioner Divita. Motion carried unanimously by voice vote 5-0.

Discussion: A brief discussion ensued regarding the experience of Neal Thomas and Woody Bass, the two applicants nominated for appointment by Commissioners Divita and Aramendia, respectively.

MOTION: Commissioner Aramendia moved to appoint Woody Bass as a regular member to the Planning & Zoning Commission for a first full term, term effective through January 31, 2027. Motion was seconded by Commissioner Divita. Motion carried unanimously by voice vote 5-0.

Police Officers' & Firefighters' Pension Board of Trustees

The Police Officers' & Firefighters' Pension Board of Trustees consists of five (5) members who serve two-year terms. Two (2) of the members are City residents appointed by the City Commission, one (1) member is a Police Officer Member of the plan, and one (1) member is a Firefighter Member of the plan, who are elected by the majority of the police officers or firefighters, respectively. The fifth member is chosen by a majority of the four (4) other members and that selection is ratified by the City Commission. Currently there is one vacancy on the Board for a City resident due to Tim Veigle's recent resignation after being appointed to the Planning & Zoning Commission in November 2024. The unexpired term is through November 30, 2026. Four (4) applications were received to be considered to fill the vacancy; however, one was withdrawn, and one, Woody Bass, was no longer eligible after being appointed to the Planning and Zoning Commission. The two (2) remaining applicants were Cody Highley and Scott Minnis.

MOTION: Commissioner Aramendia moved to appoint Scott Minnis to the Police Officers' & Firefighters' Pension Board of Trustees to fill the unexpired term caused by Tim Veigle's resignation after being appointed to the Planning & Zoning Commission, term effective through November 30, 2026. Motion was seconded by Vice Mayor Busch. Motion carried unanimously by voice vote 5-0.

Parks & Recreation Advisory Board

The Parks & Recreation Advisory Board consists of seven (7) regular members who serve two (2) year terms. The board appointment policy provides for consideration of reappointments first. Woody Bass applied to be considered for reappointment; however, since he was appointed to the Planning & Zoning Commission, he was no longer eligible for reappointment. There was one (1) regular member vacancy due to Nick Santiago deciding not to seek reappointment. The other two regular member vacancies are due to the expansion of the board to seven (7) members with the adoption of Ordinance 24-1614. There were now four regular member vacancies to be considered, and four applications have been received for consideration from Cody Highley, Danielle Meyering, Neal Thomas and Janice Zeiger. All appointees' terms will be effective through January 31, 2027.

MOTION: Commissioner Kirk moved to appoint Cody Highley, Danielle Meyering, Neal Thomas and Janice Zeiger to the Parks & Recreation Advisory Board, each for a first full term, all terms effective through January 31, 2027. Motion was seconded by Commissioner Aramendia. Motion carried unanimously by voice vote 5-0.

Ms. Gardner advised that seating of the new board members would be done at the February board meetings

and conducting of training with the new members would also occur at that time.

B. Amendment to the Pay Grade Schedules for Sworn Police Officers and Related Budget Amendment #25-013

Staff Presentation: City Manager Randy Newlon gave a brief overview of the item which included the following information. The FY25 Pay Grade Schedule for the police positions covered by a collective bargaining agreement was developed during the negotiation process for the current collective bargaining agreement that went into effect October 1, 2024. At the time it went into effect, the City became the city agency with the highest officer starting pay in Seminole County. With high demand yet low supply for law enforcement applicants generally, employers continue to increase their pay ranges. In less than a year, the other cities in Seminole County made significant adjustments to their pay ranges and Casselberry now offers the lowest starting salary for officers at \$54,000, and no longer has a competitive position. The market data in the surrounding area, both within and outside Seminole County suggests that a minimum starting annual salary for an officer needs to be \$63,000 to be competitive. A change to the starting rate for officers creates the need to also increase the maximum of that pay range and subsequently to adjust the pay ranges for higher ranking sworn positions. The cost to fully fund all affected sworn positions including benefits is estimated to begin at \$862,271 for a year. To complete the remaining seven months for FY25 additional funding of \$502,991 is requested via Budget Amendment #25-013. In an effort to ensure successful recruitment and retention and to maintain an effective workforce, the recommendation is to adjust the pay ranges in the City's Pay Grade Schedule adopted as Appendix A in the City's FY25 Annual Budget that went into effect October 1, 2024, as follows effective February 2, 2025:

Bargaining:

Police Officer:	\$ 63,000 - \$ 94,500
Police Corporal:	\$ 66,150 - \$ 99,225
Police Sergeant:	\$ 76,000 - \$114,000

Non-Bargaining:

Police Commander:	\$ 81,742 - \$122,614
Police Captain:	\$ 90,027 - \$131,041

Chief Larry Krantz thanked the City Commission for considering the adjustment to the Pay Grade Schedule, adding that as the City Manager had mentioned, there had been challenges over the years with staffing issues that affected agencies industry-wide. He agreed that competitiveness continues to increase and drive the demand for increased salaries in order to attract the best and brightest applicants to the City to ensure that the Department is able to continue to reach its goal to keep the community safe. He added that he believed the pay schedule increase would help the Department remain competitive and asked that the Commission support the proposed adjustments. The Commission as a whole expressed appreciation for the Department and the work the officers do on a daily basis and expressed support for the pay schedule adjustments being requested.

Budget Impact: Budget Amendment #25-013 provides total funding of \$502,991 to fully fund all positions, filled and vacant, for the remainder of FY25. The source of the funds is General Fund Reserves.

BA #25-013

Explanation of Request: This item seeks City Commission approval to provide funding for the salary adjustments for police officers, corporals, and sergeants in the amount of \$502,991.

<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
Increase:		
001-0610-521.12-01	Regular Salaries and Wages	\$ 374,109
001-0610-521.12-15	Resident Supplement	\$ 352
001-0610-521.21-00	FICA Taxes	\$ 28,646
001-0610-521.22-02	Retirement Contribution – PFPP	\$ 98,857
001-0610-521.23-01	Disability Insurance	\$ 1,027
001-0000-389.90-00	Other Non-Operating Source	<u>\$ 502,991</u>
TOTAL:		\$1,005,982

Recommendation: The City Manager, the Police Chief and the Administrative Services Director recommended approval of the amendments to the Pay Grade Schedule as presented, effective February 2, 2025, and related Budget Amendment #25-013.

Audience Participation: No one came forward to address the City Commission regarding this item.

MOTION: Commissioner Kirk moved to approve the amendments to the Pay Grade Schedule for sworn police officers and related Budget Amendment #25-013, as presented. Motion was seconded by Commissioner Aramendia. Motion carried unanimously by voice vote 5-0.

Discussion: Mayor Henson suggested that he would like to see the City Attorney investigate whether there was any potential for the Police Department to recover costs incurred in investigating certain offenses as an additional funding option for the department. After a brief discussion amongst the Commissioners, Mr. Newlon advised that information could be provided for review so it could be determined whether or not that would be something the Commissioners would all agree should be pursued.

13. CITIZENS' COMMENTS

Mayor Henson announced that persons wishing to make comment or make inquiry on any matter not on the agenda, may request to be recognized during Citizens' Comments. Mayor Henson announced the rules of decorum. No one came forward.

14. CITY MANAGER’S REPORT

- A. Procurement Information Report for the Period December 1, 2024 through December 31, 2024

Mr. Newlon advised that the Procurement Information Report for the month of December 2024 was contained in the Commissioners’ agenda packets for review. He noted that the report contained information about minor contracts that were issued under delegated authority of staff during this period.

15. CITY ATTORNEY’S REPORT

No report.

16. CITY CLERK’S REPORT

No report.

17. CITY COMMISSIONERS’ REPORTS/COMMENTS

Commissioner Anthony Aramendia – Seat No. 1:

- Attended the Cops N Cars for Kids event sponsored by the Oviedo-Winter Springs Optimist Club at the Oviedo Mall on Saturday, January 25th.
- Announced that the Taste of the Arts Gala, a fundraiser for the Seminole Cultural Arts Council, would be held at the Casselberry Arts Center on Saturday, February 1st from 5:30-8:30 p.m.

Commissioner Nancy Divita - Seat No. 2:

- Advised she had received additional complaints from residents in the Legacy Park area and had reached out to Seminole County Chairman Zembower’s office and Captain Nas to look into potential solutions.

Commissioner Thomas E. Kirk – Seat No. 4:

- Also attended the Cops N Cars for Kids event at the Oviedo Mall on February 1st.

Vice Mayor Mark Busch – Seat No. 3:

- Congratulated Joseph Murphy on his retirement after twenty-five plus years of service to the City.
- Commended the Police Department on the great job it does and stated he was in full support of keeping competitive pay for the City’s police officers.

Mayor David Henson - Seat No. 5:

- Recently attended the following events and meetings: Leadership Seminole Board Meeting; and the Mayors and Managers meeting which was held at the Altamonte Springs Innovation Lab.
- Received a request from a citizen about an autistic child sign and was going to look into whether that would be handled by the City or the County.

18. ADJOURNMENT

There being no further business, Mayor Henson adjourned the meeting at 6:13 p.m.

DATE MINUTES APPROVED BY CITY COMMISSION: _____

ATTEST:

Donna G. Gardner, CMC
City Clerk



CITY MANAGER M E M O R A N D U M

7.A.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 10, 2025
Subject: Approval of Legal Services Invoices

Introduction: Consideration for approval of the legal services invoice from the City Attorney is requested.

Background: Pursuant to Resolution 16-2815, invoice information for attorney fees and legal services must be submitted to the City Commission for approval prior to payment.

Discussion: The following invoice has been reviewed by the affected departments and is being presented for approval:

Garganese, Weiss, D'Agresta & Salzman, P.A.

- City Attorney Services - January 2025 - Invoice No. 103034 - \$16,666.50

Budget Impact: Funds for the City Attorney's invoice are available in FY 2025 Budget Account No. 001-0140-514-31.01.

Recommendation: The City Manager and staff recommend approval of the legal services invoice as submitted.

Prepared by: Donna Gardner, City Clerk

Attachments:

1. Invoice No. 103034

Garganese, Weiss, D'Agresta & Salzman, P.A.

ATTORNEYS AT LAW

Post Office Box 2873
Orlando, FL 32802-2873
(407) 425-9566
(407) 425-9596 FAX
e-mail: firm@orlandolaw.net
Website: www.orlandolaw.net

February 3, 2025
File #: 718-001
Inv #: 103034
FIN: 59-3372519

City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

Attention: Randy Newlon, City Manager

RE: General

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
MATTER:	718-001			
RE:	General			
Jan-02-25	Revise letter to Southern Legal Counsel	0.20	43.00	KNE
Jan-03-25	Attention to closing out multiple matters with N. Ham	0.20	43.00	KNE
	Attention to effective date of Fire Station Interlocal and closing date	0.20	43.00	KNE
	Recording. Prepare PUD for recording.	0.20	18.00	NH
Jan-05-25	Review sovereign submerged lands easement documents and research regulations cited	1.00	215.00	KNE
Jan-06-25	Attention to research on invocation policy and Board meeting policies	0.30	64.50	KNE
	Phone call with staff regarding sovereign submerged lands easement	0.10	21.50	KNE
Jan-07-25	Fire Station. Telephone conference with D. Shields; coordinate signatures and updating survey.	0.40	86.00	CDR

	PFAS. Receipt and review of information from telephone conference between J. Charres and N. Ham.	0.20	43.00	CDR
	Phone call with staff regarding sovereign submerged lands easement	0.40	86.00	KNE
	Email regarding McKinsey opioid settlement and BrownGreer distribution portal	0.60	129.00	KNE
	Review and approve agenda items for January 13th City Commission meeting	0.90	193.50	KNE
	Research concerning legislative prayer and invocations, composing memorandum concerning same, conference concerning same, and discussion concerning same.	3.90	838.50	AMU
Jan-08-25	Approve City Commission agenda items for January 13th meeting; phone call with staff regarding Veytec renewal item; phone call with staff regarding RFP for staging and lighting	0.90	193.50	KNE
	Attention to Moms for Liberty case and updates to public comment policies	0.50	107.50	KNE
	Email regarding phased scoring for RFP selection	0.20	43.00	KNE
	Comprehensive review and analysis of Moms for Liberty v. Brevard County case and analysis of applicable City policies in light of case, correspondence on same, and strategy discussion on same.	2.80	602.00	AMU
Jan-09-25	Fire Station. Consider timing of plat approval and closing.	0.20	43.00	CDR
	Phone call with staff regarding City Commission agenda review items	0.30	64.50	KNE
	Continue research for City Commission policies on public comments.	0.40	86.00	AMU
Jan-10-25	Fire Station. Receipt and review of email from A. Cavadas.	0.20	43.00	CDR
	Brightwater Public records request. Forward public records request to K. Eick.	0.20	43.00	CDR

	Email regarding preparation of Ordinance to eliminate DRC	0.10	21.50	KNE
	Attention to preparation of Resolution to amend City Commission meeting policies	0.10	21.50	KNE
Jan-13-25	Fire Station. Exchange emails with C. Schmidt regarding plat; receipt and review of email from A. DeJesus.	0.40	86.00	CDR
	PFAS. Receipt and review of email from J. Charres.	0.20	43.00	CDR
	Phone call with staff regarding 1523 Seminola Hold Harmless Agreement	0.30	64.50	KNE
	Attention to research regarding threats to public officials and public comment policy updates.	1.00	215.00	KNE
	Preparation for City Commission meeting; additional research regarding invocation policy for preparation of discussion on agenda item	1.40	301.00	KNE
	Email regarding procurement agenda items for awards of RFPs	0.30	64.50	KNE
	Draft Resolution regarding Interlocal with Seminole County for Oxford Road Drainage & Sidewalks and English Estates Water Main Replacement Phase I	2.00	430.00	KNE
	Attend City Commission meeting	1.00	215.00	KNE
	Research concerning harassment of elected officials and strategy discussion concerning same.	0.50	107.50	AMU
Jan-14-25	Fire Station. Prepare closing statement and 286.23 affidavit; receipt and review of email from C. Schmidt; email to D. Shields.	0.80	172.00	CDR
	PFAS. Receipt and review of email from N. Gibbs and J. Charres.	0.20	43.00	CDR
	Brightwater PRR. Research in response to public records request; prepare response.	0.80	172.00	CDR
	Attention to repealing resolution for invocation policy and Brightwater public records request	0.50	107.50	KNE

	Research regarding public records for Brightwater Property request	0.40	86.00	KNE
	Finalize Resolution regarding Interlocal with Seminole County for Oxford Road Drainage & Sidewalks and English Estates Water Main Replacement Phase I	0.50	107.50	KNE
	Fire Station. Begin preparation of draft closing documents and closing statement.	0.70	63.00	NH
	Invocation. Prepare draft resolution repealing policy.	0.30	27.00	NH
Jan-15-25	161 Quail Pond. Receipt and review of contract; exchange emails with C. Schmidt.	0.60	129.00	CDR
	Fire Station. Receipt and review of effective date; email to C. Schmidt and D. Shields.	0.80	172.00	CDR
	Prepare Resolution repealing Invocation Policy; email regarding staff questions on policy	1.60	344.00	KNE
	Research regarding public records exemptions for Brightwater documents request; email regarding same	0.60	129.00	KNE
	Review Public Storage Pre-Annexation Agreement title work; strategize regarding title issues with N. Ham; email regarding Pre-Annexation Agreement issues and execution	1.40	301.00	KNE
	Review email regarding Wheel Park signs	0.20	43.00	KNE
	Fire Station. Review fully executed Purchase Agreement; prepare draft contract timeline; continued preparation of draft closing documents; prepare draft email to C. Schmidt; send email to D. Shields with timeline.	0.50	45.00	NH
	1131 SR 436 Annexation. Prepare draft corporate authority affidavit.	0.30	27.00	NH
	Brightwater Public records request. Review file and prepare to transmit documents to City Clerk in response to request; prepare draft email to City Clerk.	0.50	45.00	NH

Jan-16-25	161 Quail Pond. Receipt and review of contract; exchange emails with realtor.	0.60	129.00	CDR
	Fire Station. Continued preparation of closing documents.	0.80	172.00	CDR
	Research regarding fence building permits; email regarding same	1.00	215.00	KNE
Jan-17-25	Approve City Commission agenda items	0.20	43.00	KNE
Jan-21-25	Fire Station. Prepare emails regarding closing documents to D. Shields.	0.60	129.00	CDR
	Attention to P&Z training	0.20	43.00	KNE
	Review Affidavit for Limited Partnership signatory for Public Storage Annexation Agreement	0.10	21.50	KNE
	Review FDOT Locally Funded Agreement for SR 435 Lake Howell Road to Orange County Line Project; provide redlines to Agreement; phone call with staff regarding same	2.20	473.00	KNE
	Email regarding update to City Commission meeting procedures	0.10	21.50	KNE
Jan-22-25	Review Veytec/Cisco Piggyback for Phone systems; email regarding same	0.90	193.50	KNE
	Revise agenda item for Invocation Policy resolution	0.30	64.50	KNE
Jan-23-25	161 Quail Pond. Research regarding providing funds to ex-wife and ex-wife as tenant.	0.30	64.50	CDR
	Approve final City Commission agenda items	0.40	86.00	KNE
	161 Quail Pond. Telephone conference with Broker regarding seller's question regarding payment of closing proceeds to ex-wife.	0.10	9.00	NH
	Fire Station. Receipt and review city lien searches.	0.20	18.00	NH
Jan-24-25	161 Quail Pond. Receipt and review of final judgment of divorce; revise contract; exchange emails with realtor.	0.80	172.00	CDR

	161 Quail Pond. Review Seller's divorce documents; prepare draft revision to contract and email to Broker.	0.40	36.00	NH
Jan-27-25	PFAS. Receipt and review of email from M. Cossich; email to J. Charres.	0.30	64.50	CDR
	Fire Station. Email and phone conference with D. Shields.	0.30	64.50	CDR
	Multiple Emails regarding Locally Funded Agreement with FDOT for SR 435 Lake Howell Road to Orange County Line Project; revisions from FDOT	0.30	64.50	KNE
	Prepare for and attend City Commission meeting	2.00	430.00	KNE
Jan-28-25	Restitution. Research regarding requiring restitution for police investigations.	0.30	64.50	CDR
	Fire Station. Prepare draft email to City Manager.	0.20	43.00	CDR
	Phone call with staff regarding civil recovery and obstruction of traffic research	0.30	64.50	KNE
	161 Quail Pond. Review revised contract and prepare draft email to Broker.	0.20	18.00	NH
Jan-29-25	Review wire instructions; telephone conference with D. Shields; consider changes to closing documents; email to D. Shields and City Manager.	1.30	279.50	CDR
	Phone call with staff regarding civil recovery; begin research regarding law enforcement cost recovery	0.30	64.50	KNE
	Drafting Ordinance to disband the Development Review Committee and modify provisions of the City's Land Development Regulations accordingly.	4.00	860.00	AMU
	Audit. Review email from Finance regarding audit request; prepare draft letter as to CRA; search County and Middle District court records for active litigation matters.	0.40	36.00	NH
	Fire Station. Telephone conference with D. Shields regarding changes to closing	0.50	45.00	NH

documents; prepare draft revisions to documents;
prepare draft email to County regarding same.

Jan-30-25	Continuing to draft Ordinance to disband the Development Review Committee and modify provisions of the City's Land Development Regulations accordingly; finalizing draft of same; and correspondence concerning same.	3.80	817.00	AMU
	Fire Station. Review revised survey and prepare draft email to D. Shields.	0.30	27.00	NH
Jan-31-25	Fire Station. Receipt and review of survey; email to D. Shields.	0.80	172.00	CDR
	Revise signage for Wheels Park skateboard and BMX biking	0.50	107.50	KNE
	Email regarding SOQ for Continuing Utility Engineering Services	0.30	64.50	KNE
	Email regarding Sand and Grit Grant meeting	0.20	43.00	KNE
	Prepare Resolution for Alert Seminole MOU	0.60	129.00	KNE
	Email regarding temporary construction easement for Quintuplet lift station	0.10	21.50	KNE
	Review email regarding 515 Lake Howell Road annexation	0.50	107.50	KNE
	Email regarding fences and building permits; additional research regarding same	0.50	107.50	KNE
MATTER: RE:	MATTER TOTALS: 718-009 CEB	59.50	\$12,217.50	
Jan-07-25	Dellamore foreclosure defense. Reviewing docket and analyzing status of pending foreclosure defense case.	0.20	43.00	AMU
Jan-16-25	Preparing for, discussion with Staff in advance of, and attending January Code Enforcement Special Magistrate hearing.	2.40	516.00	AMU

Jan-17-25	Correspondence to City Code department concerning NOV hardcopies.	0.20	43.00	AMU
Jan-29-25	Preparation for call with City to discuss City's questions related to code enforcement, research concerning repeat and recurrent violations.	0.50	107.50	AMU
	Call with City to discuss City's questions related to code enforcement.	0.40	86.00	AMU
MATTER: RE:	MATTER TOTALS: 718-183 Toya Cockley - Real Estate Transaction	3.70	\$795.50	
Jan-06-25	Receipt and review of title commitment and consider need for title objection letter.	0.70	150.50	CDR
Jan-07-25	Telephone conference with City Manager; exchange emails with A. Brooks; prepare leaseback document.	1.20	258.00	CDR
	Prepare for and attend telephone conference with Seller regarding closing matters; conference call with lender and Seller to obtain payoff; telephone conference with Broker.	0.60	54.00	NH
Jan-08-25	Continued preparation of lease; emails to City Manager and A. Brooks.	0.40	86.00	CDR
	Prepare draft email to City transmitting title commitment; internet research regarding information on Ditech Mortgage transfer to Newrez; send email to Title Company regarding same; telephone conference with Seller regarding payoff; receive and review payoff letter.	0.50	45.00	NH
Jan-09-25	Research regarding link between prior mortgage company and mortgage company providing payoff; exchange emails with Title Company; receipt and review of email from City Manager.	1.20	258.00	CDR
	Telephone conference with Seller regarding mortgage and holdover after closing; email mortgage company regarding lack of assignment; telephone call to MERS (prior	0.60	54.00	NH

mortgagee) regarding assignment; search MERS website for new loan servicer information.

Jan-10-25	Prepare email to underwriter.	0.30	64.50	CDR
	Prepare draft email to title underwriter regarding mortgage payoff issue;	0.20	18.00	NH
Jan-16-25	Continued research regarding mortgagee assignment.	0.40	86.00	CDR
Jan-17-25	Conference call with Seller and Newrez regarding mortgage payoff; conference call with Seller and Bank regarding wire instructions.	0.40	36.00	NH
Jan-19-25	Begin preparation of draft closing documents.	1.00	90.00	NH
Jan-20-25	Prepare closing documents; correspond with Newrez; email to City Manager.	1.20	258.00	CDR
Jan-22-25	Exchange emails with staff regarding walk-thru.	0.30	64.50	CDR
Jan-23-25	Exchange emails regarding wire.	0.20	43.00	CDR
	Continued preparation for closing; finalize closing documents for execution; send email to Broker with closing statement.	0.50	45.00	NH
Jan-27-25	Telephone conference with City Manager.	0.30	64.50	CDR
Jan-28-25	Attend closing; email closing documents to city.	1.20	258.00	CDR
	Attend closing; transmit payments to the lender and Tax Collector; send email to City Manager; exchange phone calls and emails with Broker and Seller regarding confirmation of wire; prepare transmittal and documents for recording.	0.80	72.00	NH
Jan-29-25	Email to City Manager with recorded deed.	0.20	43.00	CDR
	MATTER TOTALS:	12.20	\$2,048.00	
	Totals	75.40	<u>\$15,061.00</u>	

SUMMARY

	HOURS	RATE	TOTAL FEES
CATHERINE REISCHMANN	18.90	\$215.00	\$4,063.50
KRISTIN N. EICK	28.20	\$215.00	\$6,063.00
AMELIA M. ULMER	19.10	\$215.00	\$4,106.50
NANCY HAM	9.20	\$90.00	\$828.00

DISBURSEMENTS

MATTER: 718-001
RE: General

	Photocopies	250.00
Dec-06-24	Professional services rendered by de la Parte, Gilbert McNamara & Caldevilla, P.A. through 11/30/2024 on CUP DOAH Challenge	630.00
Jan-09-25	Recording PUD Colonial Outparcel LLC	137.50
Jan-13-25	Professional services rendered by de la Parte, Gilbert McNamara & Caldevilla, P.A. through 12/31/2024 on CUP DOAH Challenge	414.00

MATTER TOTALS: \$1,431.50

MATTER: 718-183
RE: Toya Cockley - Real Estate Transaction

	Photocopies	49.00
Dec-19-24	Title Report - Commitment A&B - Cockley, Ms Toya	125.00

MATTER TOTALS: \$174.00

Totals

\$1,605.50

Total Fee & Disbursements	\$16,666.50
Retainers Applied	0.80
Balance Now Due	\$16,666.50

TRUST STATEMENT

		Disbursements	Receipts
MATTER:	718-183		
RE:	Toya Cockley - Real Estate Transaction		
Jan-23-25	Received From: City of Casselberry Wire-In - Toya Cockley Closing		488,252.00
Jan-27-25	Paid To: Clerk of Court - Seminole County Recording - Toya Cockley Closing	3,257.00	
	Paid To: Seminole County Tax Collector 2025 Estimated Real Estate Taxes	181.98	
	Paid To: Garganese, Weiss, D'Agresta & Salzman, P Title Insurance	1,662.50	
	Paid To: Old Republic National Title Insurance Co Title Policy	712.50	
	Paid To: Yellow Door Realty LLC 6% Broker Commission	27,600.00	
	Paid To: Newrez LLC Mortgage Payoff	36,427.08	
	Paid To: Garganese, Weiss, D'Agresta & Salzman, P Wire Fees	50.00	
	Paid To: Toya Cockley Wire - Proceeds	423,360.94	
	MATTER TOTALS:	\$493,252.00	\$488,252.00
	MATTER BALANCE:		-\$5,000.00
	Total Trust	\$493,252.00	\$488,252.00
	Trust Balance		\$0.00



CITY MANAGER M E M O R A N D U M

7.B.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 10, 2025
Subject: Resolution 25-3482 - FY25 First Quarter Budget Amendments and Budget Transfers

Introduction: Resolution 25-3482 provides for formal adoption of budget amendments and budget transfers approved during the first quarter of FY 2025.

Background: According to Resolution 16-2815 approved by the City Commission January 11, 2016, the City Manager, on a quarterly basis, will provide an updated balance for City Commission reference information purposes as to budget changes authorized by the Commission via appropriate budget amendment resolutions. A listing of all budget amendments approved for the first quarter of FY 2025 is attached. Resolution 16-2815 also provides for City Manager budgetary authority to transfer monies within each department to the extent such transfers do not exceed appropriate levels for the departments or funds. A listing of the budget transfers made during the first quarter is also attached.

Discussion: The first quarter budget amendment and budget transfer listings for the Fiscal Year 2025 Approved Budget are attached for Commission review and approval.

Budget Impact: The First Quarter Budget Amendment spreadsheet details changes to the budget as a result of Budget Amendments adopted by the City Commission at various meetings during the first quarter of Fiscal Year 2025. The First Quarter Budget Transfer spreadsheet details changes made to the budget within each department as approved by the City Manager.

Recommendation: The City Manager and the Finance Director recommend approval of Resolution 25-3482.

Prepared by: CJ Kaawach, Senior Budget Accountant

Attachments:

1. Resolution 25-3482
2. FY25 First Quarter Budget Amendments Summary

RESOLUTION 25-3482

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AMENDING THE ANNUAL OPERATING BUDGET FOR THE CITY OF CASSELBERRY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Commission of the City of Casselberry, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2024 specifying certain projected revenues and expenditures; and

WHEREAS, such budget presumes that each department generally will, to the best of its ability, maintain its expenditures within its allocated budgeted level and exercise prudent fiscal management; and

WHEREAS, from time to time circumstances and events may require that the original budget may need revision; and

WHEREAS, the City Commission, in its discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA AS FOLLOWS:

SECTION I. That the annual operating budget of the City of Casselberry as approved on September 23, 2024 through Resolution 24-3464 for the fiscal year beginning October 1, 2024 is hereby revised and amended as shown in the attached. Except as amended herein, the annual operating budget for the City of Casselberry for fiscal year beginning October 1, 2024 shall remain in full force and effect.

SECTION II. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, A.D., 2025.

ATTEST:

Donna G. Gardner
City Clerk

David Henson
Mayor

**CITY OF CASSELBERRY
FY 2025 BUDGET
FIRST QUARTER BUDGET AMENDMENTS**

General Fund (001)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance Carryover	Contingency	Other
10/14/2024	Hurricane Milton Storm Recovery Operation	BA 25-002	600,000		
11/18/2024	Admin Department Reorg	BA# 25-008	232,252		
12/16/2024	Dew Drop Park Impr	BA# 25-011	2,770,910		
12/16/2024	FY24 Budget Rollover	BA# 25-007	567,890		
TOTAL			<u>4,171,052</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			426,359	-	-
Plus (Less) Cumulative FY25 Amendments			4,171,052	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>4,597,411</u>	<u>-</u>	<u>-</u>

Police Education Fund (102)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
	No Changes		-		
TOTAL			<u>-</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			15,325	-	-
Plus (Less) Cumulative FY25 Amendments			-	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>15,325</u>	<u>-</u>	<u>-</u>

Park \$ Recreation Impact Fee Fund (103)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
12/16/2024	Dew Drop Park Impr	BA# 25-011	6,949		
TOTAL			<u>6,949</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			(15,300)	-	-
Plus (Less) Cumulative FY25 Amendments			6,949	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>(8,351)</u>	<u>-</u>	<u>-</u>

**CITY OF CASSELBERRY
FY 2025 BUDGET
FIRST QUARTER BUDGET AMENDMENTS**

Law Enforcement Trust (104)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
11/20/2024	Donation- Bluelight	BA# 25-005	1,500		
TOTAL			<u><u>1,500</u></u>	<u><u>-</u></u>	<u><u>-</u></u>
Appropriated Fund Balance as of October 1, 2024			-	-	-
Plus (Less) Cumulative FY25 Amendments			1,500	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u><u>1,500</u></u>	<u><u>-</u></u>	<u><u>-</u></u>

Local Option Gas Tax Fund (109)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
12/16/2024	FY24 Budget Rollover	BA# 25-007	414,100		
TOTAL			<u><u>414,100</u></u>	<u><u>-</u></u>	<u><u>-</u></u>
Appropriated Fund Balance as of October 1, 2024			140,273	-	-
Plus (Less) Cumulative FY25 Amendments			414,100	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u><u>554,373</u></u>	<u><u>-</u></u>	<u><u>-</u></u>

Stormwater Fund (110)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
10/14/2024	Hurricane Milton Storm Recovery Operation	BA 25-002	50,000		
10/14/2024	PW Reorg	BA 25-003	60,222		
12/16/2024	FY24 Budget Rollover	BA# 25-007	876,878		
TOTAL			<u><u>987,100</u></u>	<u><u>-</u></u>	<u><u>-</u></u>
Appropriated Fund Balance as of October 1, 2024			111,705	-	-
Plus (Less) Cumulative FY25 Amendments			987,100	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u><u>1,098,805</u></u>	<u><u>-</u></u>	<u><u>-</u></u>

**CITY OF CASSELBERRY
FY 2025 BUDGET
FIRST QUARTER BUDGET AMENDMENTS**

Multi Modal Impact Fee Trust Fund (111)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
	No Changes		-		
TOTAL			<u>-</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			(33,500)	-	-
Plus (Less) Cumulative FY25 Amendments			-	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>(33,500)</u>	<u>-</u>	<u>-</u>

Community Redevelopment Agency Fund (113)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
	No Changes		-		
TOTAL			<u>-</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			1,876,568	-	-
Plus (Less) Cumulative FY25 Amendments			-	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>1,876,568</u>	<u>-</u>	<u>-</u>

Infrastructure Surtax Fund (114)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
12/16/2024	FY24 Budget Rollover	BA# 25-007	1,480,024		
TOTAL			<u>1,480,024</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			1,253,573	-	-
Plus (Less) Cumulative FY25 Amendments			1,480,024	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>2,733,597</u>	<u>-</u>	<u>-</u>

**CITY OF CASSELBERRY
FY 2025 BUDGET
FIRST QUARTER BUDGET AMENDMENTS**

Tree Replacement Fund (115)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
11/18/2024	Wirz Park Rollover	BA# 25-006	120,172		
12/16/2024	FY24 Budget Rollover	BA# 25-007	377,689		
TOTAL			<u>497,861</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			15,000	-	-
Plus (Less) Cumulative FY25 Amendments			497,861	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>512,861</u>	<u>-</u>	<u>-</u>

Municipal Impact Fee Fund (116)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
	No Changes		-		
TOTAL			<u>-</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			(15,500)	-	-
Plus (Less) Cumulative FY25 Amendments			-	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>(15,500)</u>	<u>-</u>	<u>-</u>

Summerset Wall Fund (117)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
	No Changes		-		
TOTAL			<u>-</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			-	-	-
Plus (Less) Cumulative FY25 Amendments			-	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>-</u>	<u>-</u>	<u>-</u>

**CITY OF CASSELBERRY
FY 2025 BUDGET
FIRST QUARTER BUDGET AMENDMENTS**

Solid Waste Fund (118)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
	No Changes		-		
TOTAL			<u>-</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			(55,384)	-	-
Plus (Less) Cumulative FY25 Amendments			-	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>(55,384)</u>	<u>-</u>	<u>-</u>

Building Safety Fund (119)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
	No Changes		-		
TOTAL			<u>-</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			185,839	-	-
Plus (Less) Cumulative FY25 Amendments			-	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>185,839</u>	<u>-</u>	<u>-</u>

Street Light Assessment (120)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
	No Change		-		
TOTAL			<u>-</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			33,959	-	-
Plus (Less) Cumulative FY25 Amendments			-	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>33,959</u>	<u>-</u>	<u>-</u>

**CITY OF CASSELBERRY
FY 2025 BUDGET
FIRST QUARTER BUDGET AMENDMENTS**

Treas Equity Share IRS/SS (121)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
12/16/2024	FY24 Budget Rollover	BA# 25-007	17,640		
TOTAL			<u>17,640</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			-	-	-
Plus (Less) Cumulative FY25 Amendments			17,640	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>17,640</u>	<u>-</u>	<u>-</u>

Justice Equity Share (122)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
	No Change		-		
TOTAL			<u>-</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			-	-	-
Plus (Less) Cumulative FY25 Amendments			-	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>-</u>	<u>-</u>	<u>-</u>

American Rescue Plan Act (124)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
11/18/2024	Wirz Park Rollover	BA# 25-006	1,429,294		
12/16/2024	FY24 Budget Rollover	BA# 25-007	6,297,362		
TOTAL			<u>7,726,656</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			(20,000)	-	-
Plus (Less) Cumulative FY25 Amendments			7,726,656	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>7,706,656</u>	<u>-</u>	<u>-</u>

**CITY OF CASSELBERRY
FY 2025 BUDGET
FIRST QUARTER BUDGET AMENDMENTS**

Debt Service Fund(201)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
	No Change		-		
TOTAL			<u>-</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			(35,228)	-	-
Plus (Less) Cumulative FY25 Amendments			-	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>(35,228)</u>	<u>-</u>	<u>-</u>

Equipment Replacement Fund (302)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
12/16/2024	FY24 Budget Rollover	BA# 25-007	14,050		
TOTAL			<u>14,050</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			(22,025)	-	-
Plus (Less) Cumulative FY25 Amendments			14,050	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>(7,975)</u>	<u>-</u>	<u>-</u>

PD Complex Construction Fund (303)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
12/16/2024	FY24 Budget Rollover	BA# 25-007	43,340		
TOTAL			<u>43,340</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			-	-	-
Plus (Less) Cumulative FY25 Amendments			43,340	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>43,340</u>	<u>-</u>	<u>-</u>

**CITY OF CASSELBERRY
FY 2025 BUDGET
FIRST QUARTER BUDGET AMENDMENTS**

Capital Improvement Fund (305)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
	No Change		-		
TOTAL			<u>-</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			-	-	-
Plus (Less) Cumulative FY25 Amendments			-	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>-</u>	<u>-</u>	<u>-</u>

Parks Master Plan Fund (307)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
11/18/2024	Wirz Park Rollover	BA# 25-006	3,566,746		
12/16/2024	FY24 Budget Rollover	BA# 25-007	6,674,797		
TOTAL			<u>10,241,543</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			(85,000)	-	-
Plus (Less) Cumulative FY25 Amendments			10,241,543	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>10,156,543</u>	<u>-</u>	<u>-</u>

Water & Sewer System Fund (401)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
10/14/2024	PW Reorg	BA 25-003	(58,597)		
10/14/2024	Hurricane Milton Storm Recovery Operation	BA 25-002	350,000		
12/16/2024	FY24 Budget Rollover	BA# 25-007	2,411,834		
TOTAL			<u>2,703,237</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			2,030,861		-
Plus (Less) Cumulative FY25 Amendments			2,703,237	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>4,734,098</u>	<u>-</u>	<u>-</u>

**CITY OF CASSELBERRY
FY 2025 BUDGET
FIRST QUARTER BUDGET AMENDMENTS**

Renewal & Replacement Fund (402)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
10/30/2024	Special Budget Rollover Winter Woods FM CEI	BA# 25-004	1,120,116		
12/16/2024	FY24 Budget Rollover	BA# 25-007	5,972,847		
TOTAL			<u>7,092,963</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			2,317,125		-
Plus (Less) Cumulative FY25 Amendments			7,092,963	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>9,410,088</u>	<u>-</u>	<u>-</u>

W & S Capital Improvement Fund (403)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
	No Change		-		
TOTAL			<u>-</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			(157,000)	-	-
Plus (Less) Cumulative FY25 Amendments			-	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>(157,000)</u>	<u>-</u>	<u>-</u>

Casselberry Golf Club (405)					
Meeting Date	Amendment Description	Budget Amendment No.	Fund Balance	Contingency	Other
11/18/2024	E-Z-GO Golf Carts	BA# 25-001	44,470		
12/16/2024	FY24 Budget Rollover	BA# 25-007	110,199		
TOTAL			<u>154,669</u>	<u>-</u>	<u>-</u>
Appropriated Fund Balance as of October 1, 2024			294,813	-	-
Plus (Less) Cumulative FY25 Amendments			154,669	-	-
Cumulative Appropriated Balance as of December 31, 2024			<u>449,482</u>	<u>-</u>	<u>-</u>



CITY MANAGER M E M O R A N D U M

7.C.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 10, 2025
Subject: Resolution 25-3483 - Urging the Florida State Legislature to Enact Legislation to Provide a Public Records Exemption for Municipal Clerks

Introduction: Approval of Resolution 25-3483 urging the Florida State Legislature to enact legislation to provide a public records exemption for Municipal Clerks and employees who perform municipal elections work or have any part in code enforcement functions of a city is requested.

Background: Many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings related to neglect or abuse, or other activities that could lead to a criminal prosecution are exposed to threats and other acts of violence. Municipal Clerks administer local elections and some clerks and election workers have been targeted for threats and violence due to the nature of materials they are responsible for. Further, Clerks are often involved in legal enforcement proceedings related to violations of codes and ordinances. Occasionally, these proceedings have led to retaliation and threats by defendants.

Discussion: There are currently 27 public record exemptions for specific roles, one of which applies to Code Enforcement Officers. Code Officers are covered by the exemption, but not Municipal Clerks. There is language referencing code enforcement work in the resolution for the purpose of including Municipal Clerks and employees who perform work related to code enforcement proceedings to be included as part of the public record exemption.

The Florida Association of City Clerks (FACC) is very concerned about the safety and well-being of Municipal Clerks and their staff who serve the public daily and are, oftentimes, the first contact of citizens with municipalities. To that end, FACC is asking Clerks throughout the State to adopt a resolution encouraging the Florida Legislature to enact legislation to provide a public records exemption for Municipal Clerks.

Budget Impact: This item has no impact on the City Budget.

Recommendation: The City Manager and the City Clerk recommend approval of Resolution 25-3483.

Prepared by: Donna Gardner, City Clerk

Attachments:

1. Resolution 25-3483

RESOLUTION 25-3483

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

WHEREAS, Municipal Clerks administer local elections and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for; and

WHEREAS, Municipal Clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants; and

WHEREAS, currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and Municipal Clerks and their staffs fall within the need for a window of greater protection; and

WHEREAS, the Florida Association of City Clerks (FACC) is very concerned for the safety and well-being of the Municipal Clerks and their staffs who serve the public on a daily basis and are, oftentimes, the first contact of citizens with municipalities; and

WHEREAS, the City of Casselberry has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. The City Commission of the City of Casselberry hereby adopts the recitals set forth in this Resolution (whereas clauses) as the legislative findings of the City Commission.

SECTION II. The Mayor and City Commission of the City of Casselberry hereby urges and encourages the Florida State Legislature to enact legislation to provide a public records exemption for Municipal Clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.

SECTION III. The City Clerk is hereby directed and authorized to send a certified copy

of this Resolution to Governor Ron DeSantis, Senator Jason Brodeur, Senate District 10, Representative David Smith, House District 38, the Tri-County League of Cities and the Florida League of Cities.

SECTION II. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION III. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION IV. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this _____ day of _____, AD 2025.

ATTEST:

Donna G. Gardner
City Clerk

David Henson
Mayor



CITY MANAGER M E M O R A N D U M

7.D.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 10, 2025
Subject: Resolution 25-3484 - Acknowledging the Charter Amendments Approved by the Electorate at the August 20, 2024 City Election for Purposes of Codification

Introduction: Approval of Resolution 25-3484, acknowledging Charter Amendments approved by the electorate at the August 20, 2024 City Election for purposes of codification into the City Charter by Municode is requested.

Background: The electorate of the City of Casselberry approved six (6) of eight (8) proposed City Charter amendments that appeared on the August 20, 2024 City election ballot. Resolution 25-3484 provides a mechanism to formally transmit those approved amendments to Municode, the City's codifier, to be codified into the City's Charter.

Discussion: State law provides that proposed amendments to the City Charter must be approved by the City Commission via adoption of an ordinance in order for a referendum election to be held. However, it is not required to adopt another ordinance to incorporate amendments that are passed into the City Charter. Approval of Resolution 25-3484 will provide for the formal transmittal of the approved language for the amendments that passed to the Municode to be codified into the City Charter.

Budget Impact: This item has no impact on the City Budget.

Recommendation: The City Manager, City Attorney and City Clerk recommend approval of Resolution 25-3584.

Prepared by: Donna Gardner, City Clerk

Attachments:

1. Resolution 25-3484

RESOLUTION 25-3484

A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA, ACKNOWLEDGING THE CHARTER AMENDMENTS APPROVED BY THE ELECTORATE AT THE REGULAR CITY ELECTION HELD AUGUST 20, 2024 FOR PURPOSES OF CODIFICATION; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission via Ordinance 23-1590 approved the proposed amendments to the City Charter for a referendum election to be held August 20, 2024; and

WHEREAS, at that August 20, 2024 election, the electorate approved City Charter Amendments 2, 3, 6, 7 and 8 as referenced in Ordinance 23-1590.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION 1. Charter Amendments to be Codified. The City Commission hereby directs the City Clerk to send the following approved Charter Amendments 2, 3, 6, 7, and 8 to Municode to be codified (double underlined type shall constitute additions to the original text and ~~strike-through~~ type shall constitute deletions to the original text, and asterisks (* * *) indicate that text shall remain unchanged from the language existing prior to adoption of this Resolution):

City Charter Amendment 2:

Section 4.03. Qualifications and disqualifications.

Members of the City Commission shall have been residents of the City continuously for the one year immediately preceding qualification. They shall have the qualifications of electors in the City, and shall be residents and reside within the municipal limits while in office. Any member of the City Commission ceasing to possess any of the foregoing qualifications, or who shall be convicted of a felony, shall forfeit his office. ~~Absence from three consecutive regular meetings by any member of the City Commission shall operate to vacate the seat of said member, unless such absence is excused by the City Commission and such absence recorded upon the minutes of said meeting setting forth the conditions, if any, of such excuse.~~ If a member of the Commission misses four regularly scheduled Commission meetings in any calendar year, an automatic review may be conducted at a future noticed public hearing, and at the public hearing the member may be declared to have forfeited office by reason of absence from said meetings.

City Charter Amendment 3:

Section 4.13. Assumption of office and establishment of organizational meeting.

After expiration of the regular terms of those officials in office at the time of the effective date of this Section, all future elected officials to the office of Mayor or City Commission shall be sworn, seated and assume the duties and responsibilities of office at the next regular meeting in December or special called meeting of the City Commission immediately following certification of the election in which the member was elected to office.

Office holders shall serve the office to which they were elected and sworn until their successor is sworn, seated and assumes office.

Upon assumption of office, the Commission shall organize itself for the purpose of transacting any and all necessary lawful business of the City.

City Charter Amendment 6:

Section 7.01. Time and place of City election.

Election of the Mayor/~~Commissioner~~ and City Commission members shall be the first Tuesday following the first Monday in November of each even numbered year. ~~same time as the State primary election or the Tuesday ten weeks prior to the general election, if no primary is held.~~ Such election shall be known as the City election of the City of Casselberry, Florida, within the City for all purposes. Voting places shall be determined by the City Commission at either a regular or special meeting.

City Charter Amendment 7:

Section 7.08. ~~Run-off election and e~~Certification of election.

The candidate for an office receiving the highest number ~~majority~~ of votes cast shall be elected. ~~If there should be more than two candidates for any office and no one candidate receives a majority of the votes cast in the municipal election held pursuant to Section 31, or in the event of a tie vote, then the two candidates receiving the highest votes in the first election shall run again in a run-off election to be held on the Tuesday after the first Monday in November. The run-off election shall be held in the same manner as the prior election. The candidate receiving the majority of the votes cast at such run-off election shall be elected. In the event of a tie vote, at the run-off election, the tie will be dissolved by a lottery pursuant to state statute. The City Commission, upon confirmation of the returns of the election, shall certify the officers elected and issue certificates of office accordingly.~~

City Charter Amendment 8:

Section 4.01. Form of government.

The City Commission shall be the governing body of the City of Casselberry. The form of government provided by this Charter shall be known as the "City Commission-City Manager government." Pursuant to its provisions and subject only to the limitations imposed by the State Constitution and by this Charter, all powers of the City shall be vested in said elective commission, hereinafter referred to as the "City Commission" or "Commission," which shall enact local legislation, adopt budgets, determine policies, and otherwise conduct all affairs of the City. An appointed City Manager shall execute all laws and administer the government of the City. All powers of the City shall be exercised in the manner prescribed by this Charter, or if the manner be not prescribed, then in such manner as may be prescribed by Ordinances.

* * *

Section 4.02 – Creation of City Commission; composition; term.

* * *

The regular election of Commissioners in Seats 4 and 5 (the Mayor/~~Commissioner~~) shall be held in even numbered years, the same years as the United States presidential elections, and the regular election of Commissioners in Seats 1, 2, and 3 will be held in the alternate even numbered years to coincide with the Florida gubernatorial elections. The City Commission shall have staggered terms. The selection of members of the City Commission shall be by seats known as Seats 1, 2, 3, and 4 for the Commissioners and Seat 5 for the Mayor/~~Commissioner~~.

* * *

Section 4.09. ~~Time limit for filling vacancies.~~ RESERVED

~~Any vacancy in the office of the Mayor or Commission member shall be filled by action of the City Commission not later than the second regular Commission meeting following the vacancy.~~

* * *

Section 7.06. Procedure for placing names on ballot; alternative method of qualifying.

Any elector may become a candidate for Mayor/~~Commissioner~~ or Commissioner by filing with the City Clerk an application to have his/her name printed on the ballot as a candidate for a seat specifically named from 12:00 p.m. Monday through 12:00 p.m. Friday, during regular business hours, for the five-day period during the third full week in May. Each person seeking election to the City Commission shall pay, at the time of qualifying for office, a qualifying fee to the City Clerk. The amount of the qualifying fee is one percent of the annual salary of the office. Additionally, candidates shall comply with F.S. § 99.093, as amended.

Any person seeking election to the City Commission who is unable to pay the one percent qualifying fee without imposing an undue burden on his or her personal resources or on resources otherwise available to the person shall, upon written certification of such inability given under oath to the City Clerk, be exempt from paying the one percent qualifying fee and may qualify to have his or her name placed on the ballot by means of the following petitioning process:

(1) Upon receipt of the written oath from the candidate, the City Clerk shall provide the candidate with petition forms in sufficient numbers to facilitate the gathering of signatures required pursuant to this Section. The petition forms shall indicate the seat for which the candidate is running.

(2) When the candidate has filed the oath and received the petition forms prescribed herein, the candidate may begin to seek signatures on the petitions supporting his or her candidacy. Only signatures of qualified electors of the City of Casselberry shall be counted toward obtaining the number of signatures required in this subsection. The candidate shall obtain 100 signatures of qualified electors or the signatures of a number of qualified electors equal to at least two percent of the total number of qualified electors, whichever is the lower.

(3) Each petition shall be filed with the City Clerk on or before the third Tuesday in April. The City Clerk shall determine whether the required number of signatures has been obtained for the name of the candidate to be placed on the ballot and shall notify the candidate.

* * *

SECTION 2. CODIFICATION. It is the intention of the City Commission of the City of Casselberry, Florida, and it is hereby ordained that the provisions of this Resolution reflecting the electorate approved Charter Amendments shall become and be made a part of the Code of Ordinances of the City of Casselberry, Florida; that the Sections of this Resolution may be

renumbered or re-lettered to accomplish such intention; that the word, “Resolution” may be changed to “Section,” “Article,” or other appropriate word.

SECTION 3. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this _____ day of _____, A.D., 2025.

ATTEST:

Donna G. Gardner, CMC
City Clerk

David Henson
Mayor



CITY MANAGER M E M O R A N D U M

7.E.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 10, 2025
Subject: Piggyback Agreement with George Gideon Auctioneers, Inc. for the Provision of Surplus Property Online Auction Services for the City of Casselberry

Introduction: Consideration for approval to piggyback the School District of Osceola County, Florida On-Line Auction Services Agreement with George Gideon Auctioneers, Inc. for the provision of surplus property online auction services is requested (PBA-2025-1280).

Background: Pursuant to Section 7.1 of the Procurement Policy, the Procurement Manager will operate a Surplus Property Program for the purpose of receipt, storage, transfer, sale or use of personal surplus property no longer needed by the City.

Discussion: The School District of Osceola County, Florida has a contract with George Gideon Auctioneers, Inc. for surplus property pickup and on-line auction services. George Gideon Auctioneers, Inc. has agreed to the City's utilization of this agreement which was awarded on January 26, 2025. This agreement permits the City to deliver vehicles and other surplus items directly to the contractor's site or have the contractor pick up surplus items from any City location. It also includes posting surplus items to the contractor's on-line auction website: www.ggauctions.com. In addition, the contractor is responsible for the transfer of vehicle titles and payment of sales taxes. The term of this agreement will be from February 10, 2025 through January 25, 2028 with a one (1) year renewal option.

Budget Impact: Estimated revenue for the disposition of capital assets has been budgeted for in Surplus Equipment/Furniture Sales accounts 364.41-00 in the General Fund, Equipment Replacement Fund, and Water and Sewer Fund.

Recommendation: The City Manager and Administrative Services Director recommend approval of the agreement with George Gideon Auctioneers, Inc. for the provision of surplus property online auction services for the City of Casselberry.

Prepared by: Elsie Burgess, Procurement Manager

Attachments:

1. Piggyback Agreement
2. Exhibit A

PBA-2025-1280 ONLINE AUCTION 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 GEORGE GIDEON AUCTIONEERS, INC., 2753 N. Highway 441, Zellwood, Florida 32798, hereinafter referred to as the "CONTRACTOR". The parties have agreed as follows:

1. The City's Procurement Policy allows for "piggyback cooperatives" on an existing competitively bid government contract at the same scope, terms and conditions. It has been determined that it is in the City's best interest for the CONTRACTOR to perform Online Auction Services.
2. The CONTRACTOR was awarded a contract with The School Board of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744. Said contract being identified as: C-25-0393-LV Online Auction Services, effective January 26, 2025, through January 25, 2028, with option to renew for one (1) additional one (1) year term.
3. Incorporation of Contract: The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.
4. Notwithstanding the requirement that the original contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original contract as applied to this contract between the CONTRACTOR and the CITY, as follows:
 - A) Term. The term of this Agreement shall begin on January 26, 2025, and continue through January 25, 2028, and may be renewed for one (1) additional one (1) year term, when in the best interest of City.
 - B) Compensation.

Based on the completion of services described in Exhibit "A" for fee structure. Online Auction Services will be made on an as needed basis. The amount to be paid shall be based upon prices as set forth in the Contract, Exhibit "A", which is attached hereto and made a binding part hereof.

- C) Payment. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- D) Funding. Services to be performed in accordance with this Agreement are subject to the fiscal year appropriation of funds by the CITY and, therefore, 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.
- E) Performance. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will provide a written corrective action request to the CONTRACTOR. The CONTRACTOR will have ten (10) calendar days after date of receipt of written notice citing the nature of the breach to appropriately respond and address the problem. The City reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party for services with or without competition to ensure continuity of services.

PBA-2025-1280 ONLINE AUCTION SERVICES

F) Applicable Law/Venue:

Notwithstanding the provisions in "Exhibit A" to the contrary, 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 judgement may be enforced in other jurisdictions in any manner provided by law. 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. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

H) Employment Eligibility Verification (E-Verify):

Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract and shall result in the immediate termination of this Agreement without penalty to the City. The Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. Should the Agreement be terminated pursuant to this subsection, Contractor will not be eligible to be awarded a public contract with City for one (1) full calendar year after the date on which the Agreement was terminated.

If the City Contractor utilizes Subcontractors, the following shall apply:

- A. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- B. CONSULTANT shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in Section 448.095, Florida Statutes.
- C. CONSULTANT shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

The CONSULTANT agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City consistent with the terms of the CONSULTANT's enrollment in the program. This includes maintaining a copy of proof of the CONSULTANT's and subcontractors' enrollment in the E-Verify program.

Nothing in this section may be construed to allow intentional discrimination of any class of persons protected by law.

E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

PBA-2025-1280 ONLINE AUCTION SERVICES

- I) Insurance Requirements:
- a. The CONTRACTOR shall maintain the minimum types of insurance and limits as required in the Contract, (Exhibit "A").
 - b. **Proof of Insurance.** CONTRACTOR will furnish proof of insurance acceptable to the City in the form of Certificates of Insurance prior to or at the time of execution of this agreement. CONTRACTOR or shall not commence work until all proof of such insurance has been filed with and approved by the CITY. .
 - c. The CONTRACTOR shall name the "City of Casselberry" as a certificate holder and as additional insured on the commercial general liability insurance endorsement or pursuant to a blanket additional insured endorsement and will provide the CITY with proof of same.
 - d. 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
95 Triplet Lake Drive
Casselberry, Florida 32707
 - e. Receipt of certificates, other documentation of insurance, 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.
 - f. 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 make readily available upon request by the CITY.
- J) Address and Notice Change for the City: Notwithstanding the address and contact information for the government entity as set forth in Exhibit "A," the CONTRACTOR agrees to conduct business with and to provide all notices to: Attn: Elsie Burgess, Procurement Manager, City of Casselberry, 95 Triplet Lake Drive Casselberry, FL 32707-3252, telephone number 407-262-7700, Ext. 1142 and email eburgess@casselberry.org.
- K) Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate

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jurisdiction in Seminole County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

All other provisions in the original contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City and the CONTRACTOR.

- L) 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.**

M) Data Management

Contractor shall comply with any and all applicable data management and cybersecurity regulations set forth in Florida Statutes 282.3185 and 501.171. Contractor shall take reasonable measures to protect and secure electronic data containing personal information. In the event of a data breach, Contractor shall provide notice to the Department of Legal Affairs and to affected individuals as provided in Florida Statutes 501.171.

N) Dealings with Foreign Countries of Concern

Contractor is aware of and agrees to comply with the requirements of Florida Statutes 287.138 and 288.007.

To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

To the extent that this Agreement is for an economic incentive, as defined in Florida Statutes 288.007(1)(b), Contractor agrees that: Contractor is not owned or controlled by the government of a foreign country concern; and Contractor is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

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O) Foreign Gifts and Contracts

Contractor shall comply with any and all applicable disclosure requirements of Florida Statutes § 286.101. A breach of this subsection shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

P) Discriminatory Vendors

Contractor agrees that it has not been placed on the Discriminatory Vendor List pursuant to Florida Statutes § 287.134. Failure of Contractor to timely disclose whether it or any of its affiliates has been placed on the Discriminatory Vendors List shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

Q) Disbarment

By signing this Agreement, Contractor certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; 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.
3. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.
4. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Contractor or its principals.

R) Conflicts of Interest

This Agreement is subject to Florida Statutes Chapter 112. Contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee. The Contractor shall also disclose the name of any employee who owns, directly or indirectly, more than five percent (5%) **interest in the Contractor's, or its affiliates', business entity.**

S) Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

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T) Anti-Human Trafficking

As a condition of this contract, Contractor shall attest under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City.

Contractor understands and affirms that Section 787.06(2), Florida Statutes, defines “coercion”, “labor”, and “services” as follows:

- A. “Coercion” means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- B. “Labor” means that work of economic or financial value.
- C. “Services” means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

SIGNATURE PAGE TO FOLLOW

PBA-2025-1280 ONLINE AUCTION SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, AD 2025.

CITY OF CASSELBERRY, FLORIDA

By: _____

David Henson
Mayor

Attest:

By: _____

Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

GEORGE GIDEON AUCTIONEERS, INC.

By: Jason Gideon

Print: Jason Gideon

Title: Sales Manager

For a corporation:

STATE OF FLORIDA

COUNTY OF ORANGE

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

[Notary Seal] **MICHAEL TIMMINS**
Notary Public
State of Florida
Comm# HH237367

My Commission Expires 03/07/26

Michael Timmins
Notary Public
Michael Timmins
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

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EXHIBIT "A"

**THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA
ONLINE AUCTION SERVICES AGREEMENT**

#C-25-0393-LV

(Attached as a separate document)

PBA-2025-1280 ONLINE AUCTION SERVICES

Exhibit "B"
Contractor E-Verify Affidavit

I hereby certify that GEORGE GIDEON AUCTIONEERS, INC., 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 GEORGE GIDEON AUCTIONEERS, INC., proof of registration in the E-Verify system is attached to this Affidavit.

Jason Gideon

Print Name: Jason Gideon

Date: 1/13/2025

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 01/13/25 by JASON GIDEON of GEORGE GIDEON AUCTIONEERS, a FLORIDA DL. corporation, on behalf of the corporation. He/she is personally known to me or has produced FLORIDA DL. as identification.

[Notary Seal]



MICHAEL TIMMINS
Notary Public
State of Florida
Comm# HH237367
Expires 3/7/2026

Michael Timmins
Notary Public

Michael Timmins
Name typed, printed or stamped
My Commission Expires: 03/07/26

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Exhibit "C"
Contractor Certification Regarding Scrutinized Companies

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may 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, and is not engaged in business operations in Cuba or Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

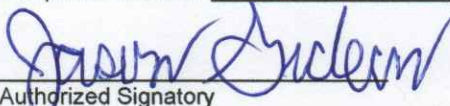
This Certification is deemed amended by any amendments to Florida Statute 287.135 binding on the City.

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.

Proposer/Contractor Name: George Gideon Auctioneers Inc

Mailing Address: PO Box 1179, Zellwood FL 32798

Telephone Number: 407-886-2211 Fax Number: 407-886-2248 E-mail Address: onlinesales@ggauctions.com


Authorized Signatory Jason Gideon Printed Name FEIN: 59-3404789
Sales Manager 1/13/2025
Title Date

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Exhibit "D"

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: January 13th, 2025

Signed: Jason Gideon

Entity: George Gideon Auctioneers Inc

Name: Jason Gideon

Title: Sales Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 13 day of JANUARY, 2025, by JASON GIDEON, as for FLORIDA DL, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Michael Timmins

State of Florida at Large (Seal)

Print Name: Michael Timmins

My commission expires: 03/07/26



MICHAEL TIMMINS
Notary Public
State of Florida
Comm# HH237367
Expires 3/7/2026

PBA-2025-1280 ONLINE AUCTION SERVICES

Exhibit "E"
Foreign Country of Concern Attestation

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's personal identifying information. Capitalized terms used herein have the definitions ascribed in Section 287.138, F.S.

GEORGE GIDEON AUCTIONEERS, INC., is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Jason Gideon

Title: Sales Manager

Signature:



Date: 1/13/2025

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Exhibit "F"

Affidavit of Compliance with Anti-Human Trafficking Laws

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as Sales Manager (Role) of GEORGE GIDEON AUCTIONEERS, INC.
3. GEORGE GIDEON AUCTIONEERS, INC. does not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes.
4. I understand that making a false statement in this Affidavit may subject me to criminal penalties.

Under penalties of perjury, I Jason Gideon, Sales Manager Jason Gideon (Signatory Name and Title), declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 13 day of JAN., 2025, by JASON GIDEON as Sales manager [insert type of authority, e.g., officer, trustee, attorney in fact] for George Gideon Auctioneers Inc [insert name of business entity or party on behalf of whom this instrument is executed].

(Notary Seal)



MICHAEL TIMMINS
Notary Public
State of Florida
Comm# HH237367
Expires 3/7/2026

Michael Timmins
Signature of Notary Public – State of Florida

Michael Timmins
Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification ☒

Type of Identification Produced FLORIDA DL

Exhibit A



Contract# C-25-0393-LV

Approval Date: 10/22/2024

The School District of Osceola County, Florida

Online Auction Services Agreement

The School Board of Osceola County, FL, 817 Bill Beck Blvd., Kissimmee, FL 34744, ("School Board") does hereby retain the services of George Gideon Auctioneers, Inc., with an address of 2753 N HWY 441, Zellwood, FL 32798 (hereinafter called "**Contractor**") to furnish services in accordance with the following terms and conditions:

1. **Description of Services.** **Contractor** shall perform the following services:
Online Auction Services in accordance with the provisions of the School Board's Request for Proposals RFP #SDOC-25-P-007-LV that was Board Approved on September 10, 2024. See the attached Exhibits:

- Exhibit "A" - Fee Structure
- Exhibit "B" - Scope of Services as listed in RFP
- Exhibit "C" - Respondent's Written Submittal, RFP Proposal and Attachments

The Contractor will independently perform all services specified above, except as provided otherwise herein. In the event Contractor requires the services of other Contractors, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to said additional Contractors will be required. All intellectual property, work product, outcomes, or processes specially developed for the delivery of services described above shall be the property of the School Board.

2. **Location of Services.** Performance of services cited above will be conducted at:
The **Contractor's** place of business and/or School District approved locations as determined by both parties.

3. **Term of Agreement.** The term of this agreement shall be from January 26, 2025, until January 25, 2028, unless terminated as provided herein, or extended by supplement to this agreement. The RFP allows for one (1) subsequent one (1) year renewal. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

4. **Termination.** The **School Board**, or designee, may terminate this agreement immediately, in its sole discretion. In the event of termination, the **Contractor** shall be paid for services performed and completed under this agreement up to the date of termination only. Any advance monies paid by the **School Board** shall be prorated to the date of termination and refunded to the **School Board**.

5. **Compensation and Payment.** Based on the completion of services described in paragraph 1 above, the **Contractor** shall receive payment as listed below:

- Please see Exhibit "A" for fee structure.

School Board's payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of Contractor's invoice and completion of services. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.

Expenses are not authorized. Expenses shall only be incurred as authorized by **School Board** and as provided for by section 112.061, Florida Statutes.

6. **Independent Contractor.** The **Contractor** certifies that it is an independent **Contractor** and shall not employ, contract with, or otherwise use the services of any officer or employee of the **School Board**. The **Contractor** certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the **School Board**.

Vendor Name: George Gideon Auctioneers

7. **Insurance.** The **Contractor** will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher according to the A. M. Best Company: (a) general liability (b) automobile and, when applicable, (c) workers' compensation in the minimum amounts required by the Risk Management Department and Purchasing Department of the School District of Osceola County, Florida. The **Contractor** will provide, before commencement of work, and attach to this agreement, certificates evidencing such coverage. The School Board shall be named as an additional insured on the following policies as applicable, and may reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient. The Contractor will provide at least thirty (30) days' notice prior to any material changes in the provisions or cancellations of the policy.

(a) Commercial General Liability. Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, fire damage (minimum \$100,000) for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate. This policy will include the District as an additional insured.

(b) Automobile Liability Insurance. The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. Coverage must include all owned, non-owned and hired vehicles. The policy will include the District as an additional insured.

(c) Workers' Compensation Insurance. The workers' compensation insurance will be maintained as required by applicable Florida law.

8. **Governing Law and Venue.** This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. Any legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division.

9. **No Attorney's Fee Provision or Arbitration.** The **School Board** does not agree to arbitrate in any manner whatsoever any issue arising out of the Agreement. The **School Board** does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of the Agreement. Prior to initiating any litigation related to this Agreement, the parties agree to submit the dispute to nonbinding mediation by a mediator who is certified in Florida in an effort to resolve the dispute in an expedient manner. Each party shall bear their own attorney's fees and costs incurred by such mediation.

10. **Waiver of Jury Trial.** The parties expressly waive the right to a jury trial for any claims or disputes arising out of, and in connection with, this Agreement and the performance of services in accordance with this Agreement.

11. **Background Check.** Pursuant to Section 1012.465, and except as provided in Sections 1012.467 and 1012.468, *Florida Statutes*, if services provided under this agreement require **Contractor** and/or Contractor's personnel or subcontractors to be on campus while students are present, or to have direct contact with students, said Contractor, personnel or subcontractors shall submit to a background check and must meet level 2 screening requirements as described in Section 1012.32, *Florida Statutes*. **Contractor** shall bear the cost of acquiring the background screening as well as any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided by the **Contractor** and its personnel or subcontractors. **Contractor** agrees to notify the **School Board** immediately upon becoming aware that one of its employees or subcontractors, who was previously certified as completing the background check and meeting the statutory requirements, is subsequently arrested or convicted of any disqualifying offense. The parties agree that the failure of **Contractor** to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the **School Board** to terminate immediately with no further responsibilities or duties to perform under this agreement. **Contractor** agrees to indemnify and hold harmless the **School Board**, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from **Contractor's** failure to comply with the requirements of this section.

Vendor Name: George Gideon Auctioneers

12. **Assignability.** This contract is for the personal services of the **Contractor** and may not be assigned by the **Contractor** in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in **Contractor**, without the prior written consent of the **School Board** which consent the **School Board** may withhold in its sole discretion.

13. **Conduct While on School Property.** The **Contractor** acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well-being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

14. **No Taxes.** The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement.

15. **Public Records Act/Chapter 119 Requirements.** Contractor agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

(a) Contractor and its subcontractors shall keep and maintain public records required by the School Board to perform the service.

(b) Contractor and its subcontractors shall upon request from the School Board's custodian of public records, provide the School Board 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 that provided in chapter 119, Florida Statutes or as otherwise provided by law;

(c) Contractor and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School Board; and

(d) Contractor and its subcontractors upon completion of the contract shall transfer to the School Board, at no cost, all public records in possession of the Contractor and its subcontractors or keep and maintain the public records required by the School Board to perform the service. If the Contractor and its subcontractors transfer all public records to the School Board upon completion of the contract, the Contractor and its subcontractors shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Contractor and its subcontractors keep and maintain public records, upon completion of the contract, the Contractor and its subcontractors shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

The parties agree that if the Contractor and its subcontractors fail to comply with a public records request, then the School Board must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, 817 BILL BECK BOULEVARD, KISSIMMEE, FL 34744, PHONE: (407) 870-4600, EMAIL: DANA.SCHAFER@OSCEOLASCHOOLS.NET.

Vendor Name: George Gideon Auctioneers

16. **Indemnity and Hold Harmless.** Contractor will indemnify and hold harmless the **School Board**, its officers, agents and employees from and against any and all claims, demands, suits, judgments, damages to person or property, injuries, losses, expenses or liabilities of any nature whatsoever (including attorneys' fees and costs at the trial, appellate and administrative levels), arising directly or indirectly from or out of any negligent act or omission of **Contractor**, its officers, agents, employees and representatives; any failure of **Contractor** to perform its services under this agreement in accordance with generally-accepted professional standards; any breach by **Contractor** of its obligations and duties to perform under this agreement; any breach by **Contractor** of its representations made in this agreement; and the failure of any good, product, or service furnished by **Contractor** under this agreement. This indemnity shall not be deemed to include matter which may be caused by or result solely from a negligent act or omission of the **School Board**. Nothing in this agreement shall be interpreted or construed as an agreement on the part of the **School Board** to indemnify or hold harmless any party, including, but not limited to **Contractor**.

17. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in section 768.28, Florida Statutes.

18. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

19. **Patents, Copyrights and Royalties.** All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by the School Board of Osceola County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as part of this agreement. **Contractor** shall defend, indemnify and hold the School Board, its officers, agents, employees, 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 **Contractor** of any third-party patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with the foregoing. **Contractor** will indemnify and hold harmless the **School Board**, its officers, agents, employees, successors and assigns from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the **School Board**, its officers, agents, employees, successors and assigns. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

The Contractor is hereby notified that the federal awarding agency reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which grantee, subgrantee or **Contractor** purchases ownership with grant support. Furthermore, the parties agree that the School Board has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School District of Osceola County for purposes related to School Board business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by Contractor may not be copied by the School Board provided that such material was copyrighted by Contractor before performance under this agreement and was not developed specifically for School Board under this Services Agreement.

20. **Access to and Retention of Documentation.** The **School Board**, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The **Contractor**, as required by this Agreement and any state or federal rules, regulations or laws respecting audit, shall retain all required books, records and accounts for a period of five (5) years after the **School Board** has made final payment and all

Vendor Name: George Gideon Auctioneers

services have been performed satisfactorily under this Agreement or the Agreement has been terminated, whichever comes first, or for such longer period as may be required by law. The **School Board** shall retain the right to audit the books, records, and accounts during the five-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. If **Contractor** receives notification of a dispute or the commencement of litigation or other proceedings regarding any services performed under this Agreement within this five-year retention period, then **Contractor** shall continue to maintain all books, records, and accounts in accordance with this paragraph until final resolution of the dispute, litigation, or other proceeding, or until the expiration of the five-year period, whichever is later. This paragraph shall survive the termination of this Agreement.

21. **Debarment.** By signing this Agreement, **Contractor** certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; 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) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (a) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Are not presently, nor have been within the last three years, listed on the convicted vendor list.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) – (e) above, with respect to Contractor or its principals.

22. **Right to Enter Into this Agreement.** Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

23. **Binding Effect.** Each and all of the covenants, terms, provisions, and Agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.

24. **Severability.** In the event any of 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 shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

Vendor Name: George Gideon Auctioneers

25. **Waiver.** No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent to, or waiver of, any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

26. **Confidentiality.** Unless otherwise required by law, any reports, data or other similar information given to or prepared or assembled by **Contractor** under this Agreement which the School Board requests to be kept as confidential shall not be made available to any individual or organization by **Contractor** without prior written approval of the School Board. The parties hereto acknowledge the applicability of Chapter 119, Florida Statutes, to this Agreement.

27. **Confidential Student Information.** Notwithstanding any provision to the contrary contained in this Agreement, **Contractor** and its officers, employees, agents, and representatives shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), or any other state or federal law or regulation regarding confidentiality of student information and records. Further, **Contractor**, for itself and its officers, employees, agents, and representatives, shall fully indemnify and hold the **School Board**, and its officers, employees, agents, and representatives harmless for any violation of this covenant including, but not limited to, defending the **School Board** and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the **School Board**, or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the **School Board** arising out of the breach of this covenant by the **Contractor**, or its officers, employees, agents, or representatives, to the extent that the **Contractor**, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate the provisions of this covenant, FERPA, Sections 1002.22 or 1002.221, Florida Statutes, or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance or obligations under this Agreement, and shall remain fully binding upon **Contractor**.

28. **No Partnership or Joint Venture.** It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the **School Board** and **Contractor** or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

29. **No Third-Party Beneficiaries.** There is no third-party beneficiaries created or entitled by this agreement, and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision thereof.

30. **Contractor's Representations.** Contractor hereby represents to the School Board that:

- a) The **Contractor** possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the **School Board**.
- b) The Contractor shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that the School Board may at any time require **Contractor** to remove, and **Contractor** shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of the **School Board** is unfit for the proper performance of his/her duties.
- c) The **Contractor** shall comply with applicable federal, state and local laws, and codes, including without limitation, professional registration and licensing requirements, if applicable, in effect during the term of this Agreement, and shall, if requested by the **School Board**, provide certification of compliance with all registration and licensing and/or certification requirements.
- d) The **Contractor** shall perform said services in accordance with generally accepted professional standards and to the extent consistent with the best interests of the **School Board**.
- e) The **Contractor** is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

Vendor Name: George Gideon Auctioneers

- f) The **Contractor** will maintain the duty of care required in one's profession of this nature and will train and employ only those people that will uphold such standards and duty of care that are required in this field.
- g) The **Contractor** shall take all necessary and required precautions to ensure and protect the health, safety, and welfare of the **School Board** and its students.

31. **Funding Out.** Each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

32. **Protection and Handling of Data.**
Data Confidentiality- CONTRACTOR shall implement appropriate measures designed to ensure the confidentiality and security of any information which applicable law requires be held confidential ("Protected Information"), to protect against any anticipated hazards or threats to the integrity or security of the Protected Information, to protect against unauthorized access or disclosure of the Protected Information, and to prevent any other action that could result in substantial harm to SCHOOL BOARD or an individual identified with the Protected Information in CONTRACTOR's custody.

Data Security - Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.):

a. Data Transmission. CONTRACTOR agrees that any and all transmission or exchange of system application data with SCHOOL BOARD and/or any other parties, -shall take place via secure means, e.g. HTTPS, FTPS, SFTP or equivalent means.

b. Data Storage and Backup. CONTRACTOR agrees that any and all SCHOOL BOARD data will be stored, processed, and maintained solely on designated servers and that no SCHOOL BOARD data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the CONTRACTOR's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an SCHOOL BOARD officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by SCHOOL BOARD Chief Information Security Officer for any general or specific case. CONTRACTOR agrees to store all SCHOOL BOARD

backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128- bit key.

c. Data Re-Use. CONTRACTOR agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of CONTRACTOR. As required by Federal law, CONTRACTOR further agrees that no SCHOOL BOARD data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other CONTRACTORS or interested parties except on a case-by-case basis as specifically agreed to in writing by the SCHOOL BOARD.

Safekeeping and Security - As part of the services provided under this Agreement, CONTRACTOR will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued by SCHOOL BOARD to CONTRACTOR's employees, agents or subcontractors, if any. CONTRACTOR agrees to require its employees to promptly report a lost or stolen access device or information.

Rights in Data - The School Board is and will remain the owner of all data provided to CONTRACTOR by the School Board pursuant to this Contract. CONTRACTOR will not use such data for any purpose other than providing Services

Vendor Name: George Gideon Auctioneers

and support to customer under this Contract, nor will any part of such data be sold, assigned, leased or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of CONTRACTOR. CONTRACTOR will not possess or assert any lien or other right against such data. The School Board agrees not to provide or otherwise make the Software (including the software used to provide the services described herein, related documentation and training videos, website, and the screen images created by such software), or any portion of thereof, available in any form to any person, except in strict conformity with the terms and conditions of this Agreement.

33. **Illegal Alien Labor. State of Florida, Executive Order 11-116.** Every Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employee's hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision. Subcontractors shall provide Contractor with an affidavit stating the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. See Section 448.095, Florida Statutes, for all requirements.

34. **Required Instruction.** In an effort to assure compliance with Florida Law, the Vendor hereby agrees that the services provided under this Agreement will not include the teaching and/or training of content either in writing, verbally, or electronically that violates Florida Statute 1003.42(2) and Florida State Department of Education Rule 6A 1.094124. The teaching of and/or training of said content to teachers and/or students is prohibited, and any violation of the Statute or Rule shall be grounds for immediate termination of the Agreement between the Parties.

35. **Use of Coercion for Labor and Services.** Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Osceola County School Board is a governmental entity for purposes of this statute.

36. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any attachments, exhibits, end user license agreements, invoices, quotes, proposals, and subsequent purchase orders (or similar documents) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail.

37. **Additional Terms and Conditions.**
N/A

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**THE SCHOOL BOARD OF
OSCEOLA COUNTY, FLORIDA:**

By: H. Kahoun
Heather Kahoun, Chair

Date Approved: 10/22/24

ATTEST (WITNESS):
By: [Signature]
Dr. Mark Shanoff, Superintendent

CONTRACTOR:

By: Jason Gideon

Print Name: Jason Gideon

Title: Sales Manager

Date: 10/1/24

ATTEST (WITNESS):

By: [Signature]

Print Name: Amy Reinhard

Title: Office Manager

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT

Send required insurance certificates to the Purchasing Department.

New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to Accounts Payable Department.

Contractor Contact Name: _____
Email Address: _____
Phone Number: _____
Fax Number: _____

Tab 9 – Fee Structures (options A & B)

OPTION A (Vehicles, Buses and Gas/Diesel Equipment only)
George Gideon Auctioneers does not have to be the sole vendor for this option

Items sold at Government Agency's location or George Gideon Auctioneers facility that are posted by the Agency or George Gideon Auctioneers on George Gideon Auctioneers website:

- **9% Buyers Premium (paid by the buyer and not the agency)**
- **This will include collection of all Auction funds**
- **Collecting and remitting all State of Florida Sales Tax and transfer of Titles as per Florida DMV statutes included**
- **A 2% online bid processing fee will be charged to all transactions, (paid by the buyer and not the agency)**

OPTION B (Buses, Vehicles, Gas/Diesel Equipment and Miscellaneous items) This option is only applicable if George Gideon Auctioneers is the sole awarded vendor

- **Items sold at Government Agency's location or George Gideon Auctioneers facility that are posted by the Agency or George Gideon Auctioneers on George Gideon Auctioneers website:**
- **9% Buyers Premium for Buses, Vehicles and Gas/Diesel Equipment (paid by the buyer and not the agency)**
- **18% Buyers Premium for Miscellaneous items**
- **This will include collection of all Auction funds**
- **Collecting and remitting all State of Florida Sales Tax and transfer of Titles as per Florida DMV statutes included**
- **A 2% online bid processing fee will be charged to all transactions, (paid by the buyer and not the agency)**

Transport Charges:

\$400 Freight Trailer loaded on site by agency employees and unloaded by Auction employees at the Auction facility

\$100/hr 16-foot Box Truck loaded and unloaded by Transport employee

\$90 for each vehicle less than 1 ton

\$175 for each vehicle 1 ton or more

\$400 per bus

\$400 for a landoll load (for equipment and large miscellaneous items) loaded on site by agency employees and unloaded by Auction employees at the Auction facility

For any loads outside of the 50-mile range of our facility an extra charge of \$3/mile will apply (hourly rate pickups are excluded)

Any transport options not listed are available by request

Due to liability the following items cannot be accepted for Auction:

- **Moldy items**
- **Biological contaminates (I.E. needle containers, lab equipment with biological contaminates, uncleaned morgue equipment, etc..)**
- **Perishable items**
- **Flammable items not in a proper storage container (vehicles, equipment, and generators with sealed gas tanks are fine)**
- **IT equipment that has not been wiped of sensitive data**
- **Blue lights on law enforcement equipment**
- **Alcohol**
- **Firearms**
- **Animals**
- **Mattresses**

Exhibit "B"

2.0 SCOPE OF SERVICES

The awarded respondent(s) shall:

- a. Provide and maintain the software utilized that includes inventory control and all aspects of asset disposal pertaining to online auction process.
- b. Be experienced at auctioning via the internet, have considerable knowledge of the advertising media in prospective markets and must have demonstrated municipal/governmental experience.
- c. Provide information about the technical and non-technical support features of your proposed solution. Please include information about the following:
 - Training
 - Technical Support / Help Desk
 - Maintenance
 - Account Representatives
- d. Provide the School Board with complete records of all transactions to include identification of each item sold, the name of the successful bidder and the sale amount. The successful proposer must separately provide the School Board with a sales reconciliation to include gross sale proceeds, auction expenses and net amount due to the School Board on a monthly basis.
- e. Provide training and instruction to SDOC pertaining to the implementation of the online auction process at no cost.
- f. Remit proceeds to the School Board within ten (10) business days from the online auction.
- g. Provide real-time monitoring of the auction progress.
- h. Provide additional surplus transportation services.

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Tab 5 – Approach and Methodology

**Tab 6 – District's Small Business Enterprise ("SBE") and Veteran Business
Enterprise ("VBE") Program Participation Guidelines**

Tab 7 – Other Services

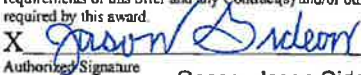
Tab 8 – References

Tab 9 – Fee Structure

Tab 10 – Addenda

Tab 11 – Additional Requirements Attachments

Tab 1 – Completed Respondents Information Form

SUBMIT TO: The School District of Osceola County, Florida Purchasing Department, Building 2000 817 Bill Beck Blvd. Kissimmee, FL 34744		REQUEST FOR PROPOSAL AN EQUAL OPPORTUNITY EMPLOYER www.osceolaschools.net ITB/RFP Notices available through the VendorLink website https://vendorlink.osceola.org/common/search/solicitations.aspx Date issued: July 8, 2024
CONTACT PERSON: Loni VanBenthuyssen – Senior Buyer Loni.vanbenthuyssen@osceolaschools.net Telephone #: 407.870.4626 Fax #: 407.870.4616		
TITLE: Online Auction Services	NUMBER: SDOC-25-P-007-LV	SUBMITTAL DEADLINE: August 8, 2024, at 2:00 PM
PRE-PROPOSAL CONFERENCE - DATE, TIME AND LOCATION: July 23, 2024, at 9:00 AM in the Purchasing Conference Room, 817 Bill Beck Blvd. Kissimmee or at this Link		SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED
FIRM'S "LEGAL" NAME (As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements within this RFP.):		Florida Division of Corporation Document Number:
MAILING ADDRESS: 2753 N Hwy 441 CITY – STATE – ZIP: Zellwood, FL 32798 TELEPHONE NO: 407-886-2211 FAX NO: 407-886-2248 FEDERAL ID NO. OR SOCIAL SECURITY NO. 59-3404789		I hereby certify that I have read and understand the requirements of this Request For Proposal and that I, as the bidder, will comply with all requirements of this offer and any Contract(s) and/or other transactions required by this award. X  Authorized Signature George Jason Gideon Typed Name Sales Manager 8/7/2024 Title Date onlinesales@ggauctions.com Email Address
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE GENERAL CONDITIONS AND INSTRUCTIONS **** PLEASE READ CAREFULLY ****		
Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School District of Osceola County Purchasing Department shall contact the Purchasing Department at 407.870.4630, at least five (5) days prior to the scheduled opening or meeting.		
1. SUBMISSION OF OFFERS: All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the School District of Osceola County Purchasing Department prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Purchasing Department after the specified date and time will not be considered. Responses shall be submitted on forms provided by the School Board. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.	4. PUBLIC RECORD: The School District is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081 and subsection 119.071(1)(c), Florida Statute shall be exempt from disclosure.	
2. EXECUTION OF OFFER: Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.	5. CLARIFICATION/CORRECTION OF ENTRY: The School Board reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.	
3. OPENING: The bid/proposal shall be opened at the date, time and place mentioned in solicitation/invitation, as it may be amended in the sole discretion of the School Board. Pursuant to subsection 119.071(1)(b) Florida Statutes (2011) sealed bids, proposals or replies received by the School Board pursuant to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(e), Article 1 of the Florida Constitution until such time as the School Board provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.	6. INTERPRETATION/ADDENDA: Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors. No interpretation shall be considered binding unless provided in writing by the School District Purchasing Department in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response. Failure to acknowledge addenda may result in the offer not being considered.	

The primary contact for this solicitation for George Gideon Auctioneers regarding all questions, notifications and the primary contact would be Jason Gideon the Sales Manager. He can be reached at 407-886-2211 or onlinesales@ggauctions.com . Conversely, he can also be reached via the USPS at P.O. Box 1179 Zellwood, FL 32798 & via UPS and FedEx at 2753 N Hwy 441 Zellwood, FL 32798.

Tab 2 – Respondent's Profile and Submittal Letter

Ms. Loni VanBenthuisen
Senior Buyer
School District of Osceola County
817 bill Beck Blvd.
Kissimmee, FL 34744

Ms. VanBenthuisen:

Thank you for the opportunity to submit this On-Line Auction Services proposal for the disposal of surplus vehicles, equipment and miscellaneous items for the School District of Osceola County.

In this proposal we will provide the School District of Osceola County with our proven concepts and details of our management philosophy as well as utilization of our On-Line Auction skills to perform successful sales of your assets. **George Gideon Auctioneers, Inc.** has Forty-Five (45) years of experience working for Governmental Entities and businesses throughout the Southeastern and Midwestern United States, which is a testament to our ability to conduct successful and profitable On-Line Auctions for the School District of Osceola County.

The staff of **George Gideon Auctioneers, Inc.** has over 150 combined years of experience in conducting successful Governmental Auctions. We pride ourselves in the teamwork of our employees and the professional and friendly way they perform their duties. They personify Service and are a complement to our Mission Statement and to you, our client. Our Mission Statement is, *"As a Service Company, our ability is surpassed only by our desire for success. We pledge to our clients the respect and honor they deserve, because in the end, our success is directly linked to their success."*

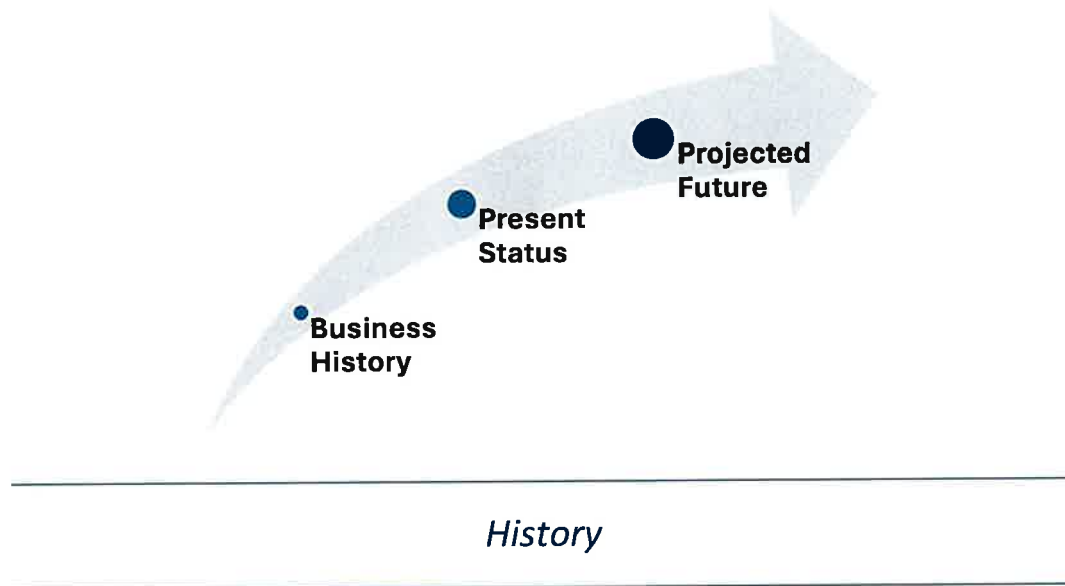
Our experience with Governmental Entities makes us aware of the multitude of legal requirements to maintain an audit trail for all surplus items. Our customized multi-user computer software gives you, our client, this tracking and On-Line sales ability.

The individuals with **George Gideon Auctioneers, Inc.** authorized to commit the Company by signature are George Gideon, President, Amy Reinhard, Office Manager, and Jason Gideon, Online Auction Manager, Karl Reinhard, Transportation Manager. We may be reached at PO Box 1799, Zellwood, FL 32798-1799, location 2753 N Hwy 441, Zellwood, FL 32798 or by phone at 407-886-2211, or e-mail Onlinesales@ggauctions.com

If you have any questions as to how we may serve you, please feel free to contact me.

Sincerely,

Jason Gideon
George Gideon Auctioneers, Inc.
Onlinesales@ggauctions.com



George Gideon Auctioneers, Inc. was formed in 1996 by George and Anita Gideon. It has grown from its inception to one of the largest On-Line Auction companies based in the State of Florida, specializing in the Auctioning of Governmental Surplus. We chose to represent Governmental Agencies because of the extensive bidding base we have acquired in marketing Governmental Surplus Property during the previous twenty-eight (28) years and our reputation and relationship with these buyers.

George Gideon has a total of over forty-five (45) years of experience in conducting Governmental Fleet Vehicular Auctions, both On-line and Live. This experience is outlined as twenty-eight (28) years of experience as President for **George Gideon Auctioneers, Inc.** and seventeen (17) years as Regional Manager, Lead Auctioneer and Sales Representative for a major National Governmental Auction Company. Mr. Gideon was instrumental in conducting some of the first Nationally attended Auctions for Volusia County, Brevard County, The City of Fort Lauderdale, and Florida Power and Light. He now augments his own business with over seventy (70) Central Florida Governmental Agencies.

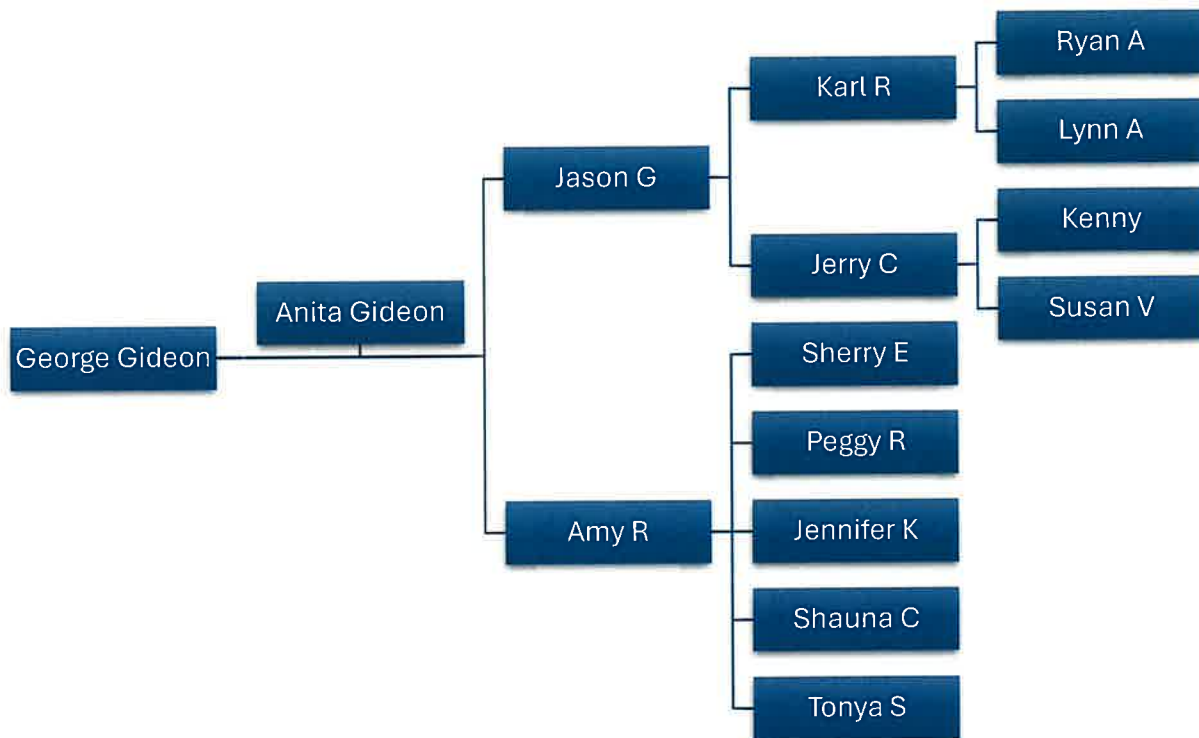
George Gideon Auctioneers, Inc. expanded their market coverage from Live Auctions to Online Auctions in 2001 and during the past twenty-three (23) years has grown to one of the largest Florida based firms offering On-Line Auctioneering services to Central Florida Governmental Agencies and private business.

Our thirty-seven (37) plus years of Live Auctions and twenty-three (23) years of On-Line Auctions held for Governmental Agencies has given us an exceptionally large following of repeat buyers from across the United States, Canada, Mexico, and other foreign countries. This has given us the opportunity to expose our clients, in an ever-changing Internet based market, to an expanded base of potential buyers for their surplus items. Our many years of Live and Online Auctions has given us the hands-on insight for the newest and most innovative ways to recover the largest return on your assets.

George Gideon Auctioneers, Inc. was one of the first in Florida to offer On-line Auctions that had an Automatic Bidding Extension for items bid on in the last minutes of the scheduled ending. This Automatic Bid Extension brought the on-line bidding process into the world of Live Auction bidding frenzy, with many items increasing in bidding value of 20% or more in the last minutes of bidding.

Florida Online Auctions Operation Team

George Gideon Auctioneers, Inc. is comprised of many talented employees with 150+ years of experience in conducting Government and Private Business Auctions.



Project Manager

Sales Manager

Jason Gideon



Education

Associate of Science, UCF
Mechanical Engineering

April 2011

Experience

Sales Manager, George
Gideon Auctioneers

May 2010- Current

- Exceeded sales goals and improved profitability by aligning sales strategies and business plans with market trends
- Maintained professional network of potential clients and business opportunities
- Developed and implemented new sales strategies to update product lines
- Formalized sales process to enhance operations and promote acquisition of new customers
- Researched and capitalized on emerging opportunities to build business and expand customer base
- Oversaw management and implementation of new revenue strategies, sales initiatives and customer engagement tactics to increase market share
- Hired and motivated high-performing service team achieving over \$1,000,000 in new sales per year
- Achieved company growth for several consecutive years through market expansion and sales

Contact

Phone

407-886-2211

Address

2753 N Hwy 441
Zellwood, FL 32798

Email

onlinesales@ggauctions.com

Relevance to this bid

- Profit and revenue generating strategies
- Service driven sales
- Technical knowledge of software systems implemented
- Risk mitigation
- Contract management
- Implementing requested service adjustments

Manager Support Staff

Professional Auctioneer

George Gideon



Education

Brookhaven College, Dallas TX|
General Studies

April 1973

Experience

President, George Gideon
Auctioneers

August 1996- Current

- Administers day-to-day operations, including accounting and budget management, business development, performance metrics and customer service.
- Coordinates work across departments to keep teams on track with company goals.
- Leads startup and opening of business and provided business development, creation of operational procedures and workflow planning.
- Determines performance goals and offered tactics for achieving milestones.
- Oversees all aspects of business expansion objectives and opportunities, including new market exploration.
- Generates and implements business strategies to increase revenue while executing operational base development.
- Represents company interests before all relevant parties, including federal agencies, city representatives and regulatory entities.

Contact

Phone

407-886-2211

Address

2753 N Hwy 441
Zellwood, FL 32798

Email

George@ggauctions.com

Relevance to this bid

- Setting terms of the bid submitted
- Adherence to terms of the contract on George Gideon Auctioneers end
- Management of staff working on bid details
- Accounting for sale of items and payment to the Agency

Manager Support Staff

Vice President

Anita Gideon



Education

Bachelor of Science, University
of North Texas, Denton TX
Business Administration and
Human Resources

April 1974

Experience

Vice President, George Gideon Auctioneers August 1996- Current

- Communicated regularly with executive team members to deliver pertinent details related to progress status and direction for projects.
- Coordinated work across departments to keep teams on track with company goals.
- Hired and managed employees to maximize productivity while training staff on best practices and protocol.
- Created business process flows to identify opportunities for improvement.
- Attended trade shows and client meetings to promote company brand.
- Researched underlying issues, regulatory compliance status and processes to resolve complex business issues and recommend strategic corrective actions.
- Implemented best practices to strengthen internal systems and spearhead proactive change.

Contact

Phone

407-886-2211

Address

2753 N Hwy 441
Delwood, FL 32798

Email

info@ggauctions.com

Relevance to this bid

- Operations oversight
- Account management
- Brand management
- Policy development
- Program management
- Contract administration
- Employee coaching

Manager Support Staff

Office Manager

Amy Reinhard



Education

Bachelor of Arts, UCF, Orlando December 2004
FL
Psychology

Experience

Office Manager, George May 2001- Current
Gideon Auctioneers

- Management of daily operations of Auction office and facility
- Communicate regularly with executive team members to deliver pertinent details related to progress status and direction for projects.
- Coordinates work across Departments to keep teams on track with Company goals.
- Created business process flows to identify opportunities for improvement.
- Assist in the planning and scheduling of Internet Auctions
- Coordinates with Advertising Department on layout and placement and personal phone calls to promote Auctions
- Involved with all phases of Auction Sales Set-up Department from receiving to pickup and delivery requests to consignor payment
- Supervises all phases of Title Department work and proper title transfers for Internet Sales (if warranted)
- Handle Customer and Client relations
- Closes Auctions and generates Buyer invoices for email notification
- Supervises the collection all funds from Internet purchases

Contact

Phone
407-734-1109
Address
2753 N Hwy 441
Zellwood, FL 32798
Email
admin@ggauctions.com

Relevance to this bid

- Operations oversight
- Account management
- Brand management
- Policy development
- Program management
- Contract administration
- Employee coaching

Manager Support Staff

Transportation Manager

Karl Reinhard



Education

Bachelor of Science, UCF,
Orlando FL
Finance

May 2003

Experience

Transportation Manager,
George Gideon Auctioneers

August 2023-
Current

- Oversee daily, weekly transportation schedules
- Coordinate inventory to achieve maximum efficiency
- Organize scheduling of entity item pickup with drivers to achieve optimal workflow
- Attends trade shows and client meetings to promote company brand
- Monitors Auction item input
- Reconciles client inventories
- Communicate regularly with executive team members to deliver pertinent details related to progress status and direction for projects
- Assist in the planning and scheduling of Internet Auctions
- Involved with all phases of Auction Sales Set-up from receiving to pickup and delivery requests to consignor payment

Contact

Phone

407-886-2211

Address

2753 N Hwy 441
Zellwood, FL 32798

Email

karltreinhart@ggauctions.com

Relevance to this bid

- Operations oversight
- Account management
- Brand management
- Policy development
- Program management
- Contract administration
- Employee coaching

Company Details

INCORPORATED IN THE STATE OF FLORIDA

- FEIN 59-3404789

LICENSED TO CONDUCT AUCTIONS IN FLORIDA

- Florida Auctioneers License AB 1501/AU672
- Florida Automobile Dealers License
- Orange County Florida Business License and Polk County Florida Business License

MAILING ADDRESS (USPS)

- P.O. Box 1179 Zellwood, FL 32798-1179

LOCATION (UPS AND FEDEX MAILING ADDRESS)

- 2753 North Highway 441 Zellwood, FL 32798

BUSINESS TELEPHONES

- Office 407/886-2211
- Office 866/890-5841
- Fax 407/886-2248
- E-mail admin@ggauctions.com

INSURANCE GROUP

- National Risk Management, Longwood, FL.
- Gentry Group, Apopka, FL.

LEGAL ENTITY DESIGNATION

- George Gideon Auctioneers, Inc. operates under its name, in the State of Florida licensed as a Sub Chapter S Corporation.

OWNERSHIP INTERESTS

- Anita Gideon 51%
- George Gideon 49%

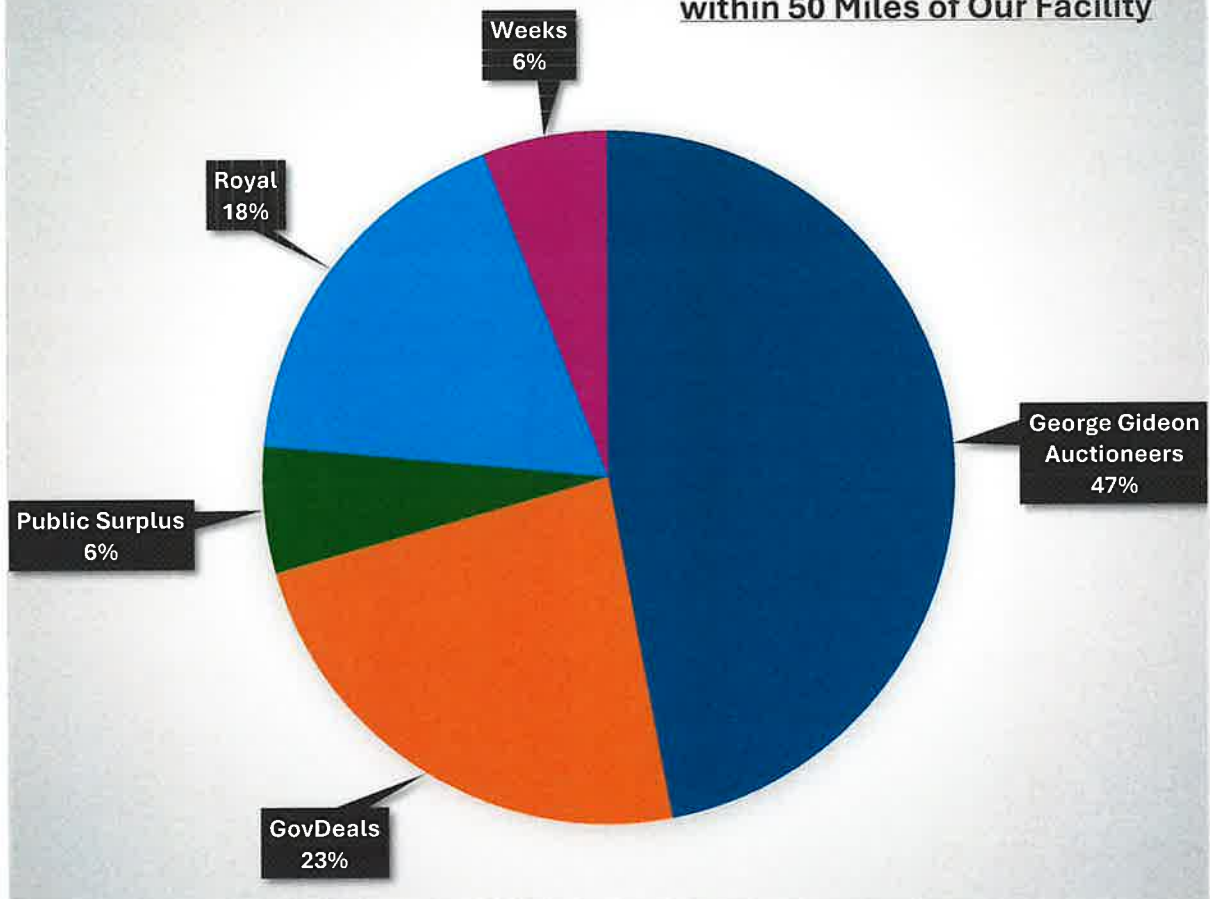
DUNN AND BRADSTREET NUMBER

- 039195925

COUNTYS WE SELL FOR



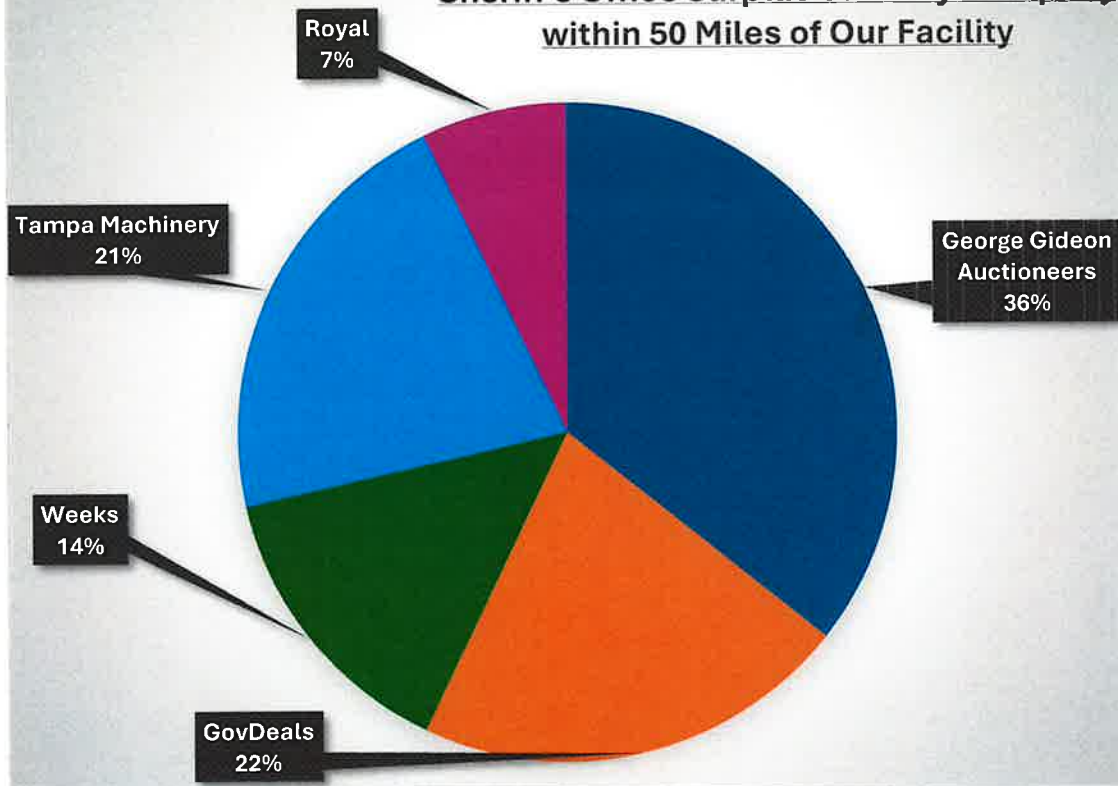
County Surplus Sales by Company within 50 Miles of Our Facility



SHERIFFS OFFICES WE SELL FOR



Sheriff's Office Surplus Sales by Company within 50 Miles of Our Facility



SCHOOL BOARDS WE SELL FOR



**Orange County
Public Schools**



LAKE COUNTY SCHOOLS



flaglerschools
Engage. Educate. Empower.



**Brevard
Public
Schools**



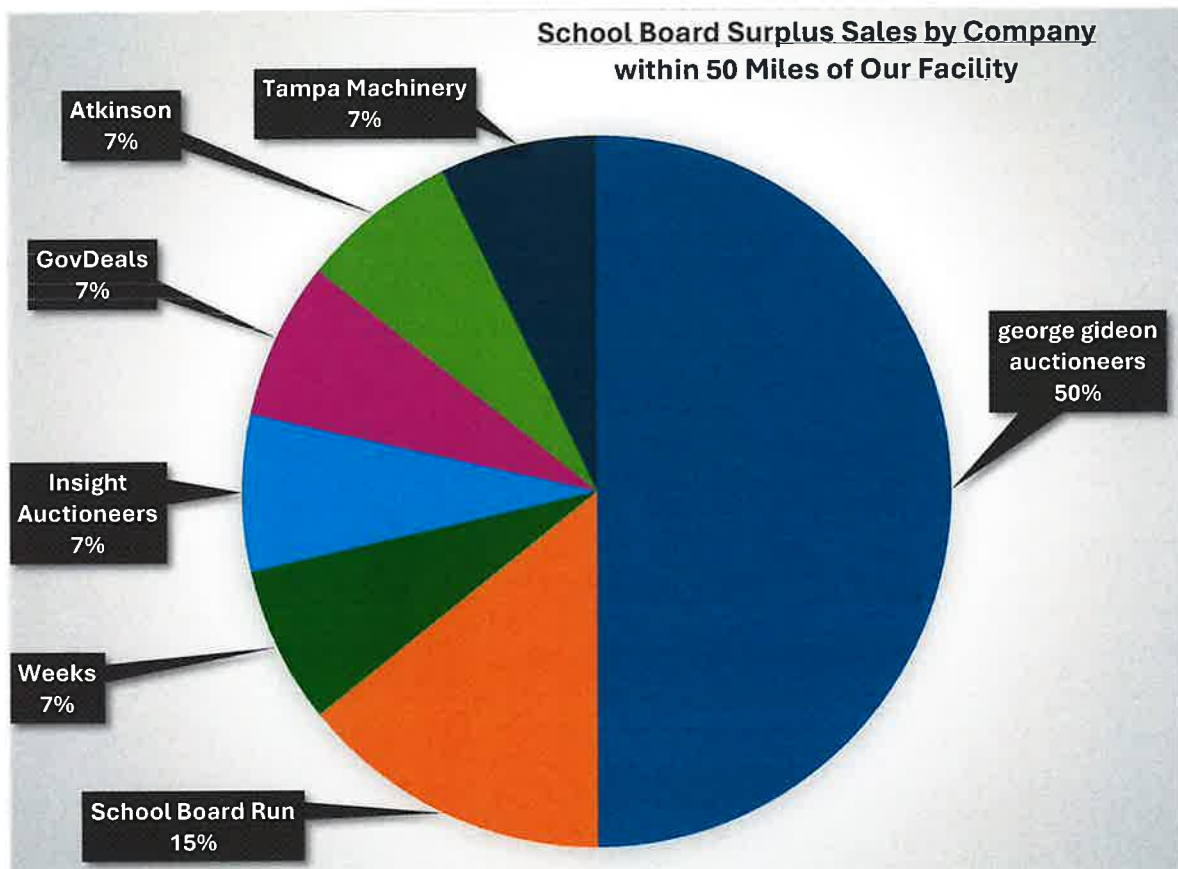
School District of
OSCEOLA COUNTY
FLORIDA



**Seminole County
Public Schools**



**VOLUSIA
COUNTY SCHOOLS**



Cities and Towns in Counties under

George Gideon Auctioneers may be a regional Auction Company, but within our serviceable area we sell for most of the Cities and Towns in Counties under contract! This is in comparison to **ALL** other competitors, including local and national competitors!

We don't just sell for the Government Agencies shown in our infographics, there are many more Government Agencies that we sell for that range from Electric Companies, Community Colleges, Water Districts, to Technical Schools and more.

Cities and Towns under contract

City of Altamonte Springs	Town of Astatula	City of Casselberry
City of Cocoa	City of Debary	City of Deland
City of Eatonville	City of Edgewater	City of Edgewood
City of Eustis	City of Fruitland Park	City of Groveland
Town of Howey-in-the-Hills	City of Kissimmee	town of Lady Lake
City of Lake Helen	City of Leesburg	City of Longwood
City of Maitland	City of Mascotte	City of Minneola
City of Mount Dora	City of Ocoee	City of Oviedo
City of Palm Bay	Town of Ponce Inlet	City of Saint Cloud
City of Titusville	City of Umatilla	City of Winter Park
	City of Winter Springs	

Present Status

George Gideon Auctioneers, Inc. currently sells for 70+ Government Agencies in the Central Florida area. We have an active Auction Facility open to our Agencies and the public for reception, cataloging, inspection, sale, and pickup of surplus from Government Agencies. Offsite sales are also utilized for agencies that wish to have items sold at their facility, with items being catalogued by an Auction employee or Agency employee, with both being able to utilize our easy-to-use mobile cataloging app.

George Gideon Auctioneers, Inc. facility is located in Northwest Orange County. We currently service Government Agencies all throughout Central and Northern Florida.

Future Direction

Our goals over the next few years are to continue to improve and evolve our services to our consignors and bidding customers. We have an approach that focuses on quality over quantity and a mindset that a system can always be improved upon. Some of the goals that we have set are:

- We strive to offer a focus on quality of product & broad scope of services to suit the Agencies we work for instead of a "One-Size-Fits-All" business platform. Each Agency will have different needs, and we strive to provide customized services to suit those needs.
- Continue to have a web-based system giving all consignors quick and easy access to reports with 2 mouse clicks and integrate automation into it that is variable to the consignors needs.
- Having a bidding platform that is intuitive visually and mentally when browsing and keeping track of items and invoices for bidders.
- Expanding our transportation services to include methods for picking up hard to move items incorporating addition transportation and rigging companies.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
GEORGE GIDEON AUCTIONEERS, INC.

Filing Information

Document Number P96000084454
FE/EIN Number 59-3404789
Date Filed 10/10/1996
State FL
Status ACTIVE

Principal Address

2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Changed: 04/18/2005

Mailing Address

PO BOX 1179
ZELLWOOD, FL 32798

Changed: 08/03/2004

Registered Agent Name & Address

GIDEON, GEORGE
2753 N. ORANGE BLOSSOM TRAIL
ZELLWOOD, FL 32798

Address Changed: 05/22/2015

Officer/Director Detail

Name & Address

Title P

GIDEON, GEORGE
2753 N. ORANGE BLOSSOM TRAIL
ZELLWOOD, FL 32798

Title VP

GIDEON, ANITA
2753 N. ORANGE BLOSSOM TRAIL
ZELLWOOD, FL 32798

Title OFFICE MANAGER

REINHARD, AMY
2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Title ONLINE SALES MANAGER

GIDEON, GEORGE JASON
2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Title TRANSPORTATION MANAGER

REINHARD, KARL E
2753 N. ORANGE BLOSSOM TR
ZELLWOOD, FL 32798

Annual Reports

Report Year	Filed Date
2024	02/05/2024
2024	04/03/2024
2024	08/07/2024

Document Images

08/07/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
04/03/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/05/2024 -- ANNUAL REPORT	View image in PDF format
01/24/2023 -- ANNUAL REPORT	View image in PDF format
12/08/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
03/30/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
02/04/2022 -- ANNUAL REPORT	View image in PDF format
02/05/2021 -- ANNUAL REPORT	View image in PDF format
03/24/2020 -- ANNUAL REPORT	View image in PDF format
01/25/2019 -- ANNUAL REPORT	View image in PDF format
03/12/2018 -- ANNUAL REPORT	View image in PDF format
01/31/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
05/22/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
02/25/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
03/15/2012 -- ANNUAL REPORT	View image in PDF format
02/22/2011 -- ANNUAL REPORT	View image in PDF format

Tax Collector Scott Randolph**Local Business Tax Receipt****Orange County, Florida**

3017 AUCTIONEER	2023	EXPIRES	9/30/2024	3017-0966200
\$30.00		5000 AUCTION BUSINESS	\$30.00	5 EMPLOYEES

TOTAL TAX \$60.00
PREVIOUSLY PAID \$60.00
TOTAL DUE \$0.00

GIDEON GEORGE S

GEORGE GIDEON AUCTIONEERS INC
GIDEON GEORGE S
P O BOX 1179
ZELLWOOD FL 32798-1179

2753 N ORANGE BLOSSOM TL
U - ZELLWOOD, 32798

PAID: \$60.00 0098-01120711 8/7/2023

Tax Collector Scott Randolph**Local Business Tax Receipt****Orange County, Florida**

This Local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

3017 AUCTIONEER	2023	EXPIRES	9/30/2024	3017-0966200
\$30.00		5000 AUCTION BUSINESS	\$30.00	5 EMPLOYEES

TOTAL TAX \$60.00
PREVIOUSLY PAID \$60.00
TOTAL DUE \$0.00



GIDEON GEORGE S

GEORGE GIDEON AUCTIONEERS INC
GIDEON GEORGE S
P O BOX 1179
ZELLWOOD FL 32798-1179

2753 N ORANGE BLOSSOM TL
U - ZELLWOOD, 32798

PAID: \$60.00 0098-01120711 8/7/2023

This receipt is official when validated by the Tax Collector

**2024 Florida Annual Resale Certificate for Sales Tax**DR-13
R. 10/23**This Certificate Expires on December 31, 2024**Business Name and Location AddressCertificate Number

GEORGE GIDEON AUCTIONEERS INC
1209 JAGUAR CT
WINTER SPRINGS, FL 32708-3720

69-8012174767-6

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2024

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 The Hilb Group of Florida 5850 TG Lee Boulevard Suite 340 Orlando FL 32822		CONTACT NAME: Candace Robinson PHONE (A/C, No, Ext): (407) 506-0709 FAX (A/C, No): E-MAIL ADDRESS: c Robinson@hilbgroup.com	
INSURED George Gideon Auctioneers, Inc. Po Box 1179 Zellwood FL 32799		INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company NAIC # 42376 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2441993287

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	ADULT	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ DED \$ RETENTION \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ DED \$ RETENTION \$
A	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	N/A	TWC4413430	04/25/2024	04/25/2025	☒ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

Debra E. Lubinski

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2024

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 National Risk Management & Associates, Inc. P.O. Box 521550 Longwood FL 32752-1550		CONTACT NAME: Robert J. Ray, CIC, CRM, CPRM License #A215767 PHONE (A/C, Ho, Ext): (407) 767-2950 FAX (A/C, No): (407) 767-9117 E-MAIL ADDRESS: cendra.ray@nrmafla.com	
INSURED George Gideon Auctioneers, Inc. P.O. Box 1179 Zellwood FL 32798-1179		INSURER(S) AFFORDING COVERAGE INSURER A: ATEGRITY SPECIALTY INSURANCE COMPANY NAIC # 16427 INSURER B: STARSTONE NATIONAL INSURANCE COMPANY 25496 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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:	X	X	01-C-PK-P-20065626-01	10/12/2023	10/12/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	01-C-PK-P-20065626-01	10/12/2023	10/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ N/A	X		846651232ALI	10/12/2023	10/12/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 PR/COMP OPS AGG \$ 2,000,000
	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	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

Robert J. Ray, CIC, CRM, CPRM

ACORD 25 (2016/03)

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Tab 3 - Ability, Capacity, and Skill of the Firm

Project Plan in Relation to the Solicitation Specifications

Our understanding of this RFP is that The School District of Osceola County wishes to Auction its surplus vehicles, equipment, and miscellaneous items with an On-Line Public Auction Company, with the option to have these items transported to the Auctioneers local facility.

George Gideon Auctioneers, Inc. proposes to conduct such Auctions for The School District of Osceola County.

Our years of experience, specifically in Governmental Vehicles, Equipment, and Miscellaneous Auctions, allows us the opportunity to bring our knowledge of the most efficient, cost effective, time efficient and legally correct methods to an On-Line Auction. Our expertise is not in Real Estate or Personal Property; it is in Governmental Fleet Vehicles, Equipment and Miscellaneous Auctions and we offer this expertise to The School District of Osceola County. When your skills are fine tuned in one field, you build a reputation that will grow and a network of buyers and clients that follow your Auctions. **George Gideon Auctioneers, Inc.** has developed such a rapport within our field and has proven a bountiful source for client and buyer information in the area of Governmental Auctions. Contacting buyers and putting them in touch with their buying needs as well as assisting Clients in appraisal, disposal and sometimes the purchase of particular items, has been of benefit to all concerned.

Through the years we have cultivated a loyal following of buyers from our “*permanent buyers*” list as well as our other “*specialty buyers*” list to facilitate top participation at our On-Line Auctions, of a “Right Buying Crowd” for our clients. Our Buyers appreciate the personal touch they receive from us, by the phone call they receive from our office apprising them of items to be sold that are particular to their business needs. This courtesy lets our buyers know that they are as important to us as our clients.

In this section, **George Gideon Auctioneers, Inc.** will outline all the capabilities necessary to handle and conduct On-Line Auctions for The School District of Osceola County.

ON-LINE AUCTIONS

- **System software, installation, and technical support**

George Gideon Auctioneers, Inc. operates its On-Line Auctions with Maxanet software. Maxanet is a tried and true On-Line Auction program that has an exemplary record, as professed to by its widespread use in the On-Line Auction industry. It is the backbone of our system that lists, hosts, and conducts all our On-Line Auctions. These systems are entirely web based and require no installation of downloads of programs to The School District of Osceola County's computer system. These systems are fully compatible with windows or mac operating systems. Maxanet's mobile application, which is available to any smart phone or tablet, takes pictures and descriptions an easy task to be done on the fly, or in the field. All of this is available to The School District of Osceola County, at no additional cost.

- **Training in the use of the proposed system.**

George Gideon Auctioneers Inc. will have an authorized representative dedicated to working with The School District of Osceola County agent. This will bring a seamless transition to the use of our user-friendly On-Line Auction software, at no additional cost.

- **Troubleshooting and maintenance**

George Gideon Auctioneers Inc's authorized representative will be available to The School District of Osceola County representative for any and all questions regarding the input and posting of all On-Line Auction surplus during regular business hours. The District representative will be provided with our Office phone numbers, as well as the cell phone number for their On-Line Auction representative, at no additional cost.

- **On-Line Customer Support for Bidders**

George Gideon Auctioneers, Inc. has email contact for customer questions and client convenience.

- **Bidding and Financial Reporting**

All Bidding and Financial Reporting is available through our On-Line Auction programs and will be demonstrated in the training sessions that are provided to The School District of Osceola County. These reports are only available to The School District of Osceola County and are not available through piggyback of this contract. Some of the reports that are available to The School District of Osceola County for no charge are:

1. On-Line Auction Summary
2. On-line Auction Totals
3. Checkout Summary
4. Credits
5. Expenses
6. Fees
7. Payment Summary
8. Pass Lot List
9. Reconciliation
10. Tax Summary

- **George Gideon Auctioneers Inc.** has maintained an accessibility rate in **excess** of 99.5%

George Gideon Auctioneers, Inc. On-Line Auction program allows for all State of Florida sales tax collected and any Buyers Premiums. On-Line Auction functionality shall include the posting of items on **George Gideon Auctioneers, Inc.** web site(s); operation of an online bidding system permitting continuous, 24 hour, real-time bidding and validation of bids and documentation of high bidder and supporting documentation, at no additional cost.

On-Line Auction functionality George Gideon Auctioneers, Inc. On-line Auction program allows for The School District of Osceola County the ability to incorporate digital photography, and videos into the advertisements for individual items displayed for On-Line Auction. As well as maintenance of complete and accurate records of the bidding for each of the On-Line Auction items and the chronology of the bidding for each of the On-Line Auction items, at no additional cost.

George Gideon Auctioneers, Inc. maintains detailed information on its website(s) to guide prospective bidders through the entire survey, bidding, award of bid, payment, delivery and general information requirements of prospective and successful bid award as well as a customer service function for the benefit of bidders.

George Gideon Auctioneers, Inc. can provide the District access to the On-Line Auction system for the District to track status of items listed for Auction sales and provide various reporting options to include. The School District of Osceola County will have web access to all of its On-Line Auctions for the term of its contract with **George Gideon Auctioneers, Inc.**

ITEMS SOLD AT THE SCHOOL BOARDS FACILITY

The School District of Osceola will be responsible for the following On-Line Auction Process for items sold at the School Boards facility:

- Uploading pictures
- Uploading videos
- Start and Stop Times
- Ability to set a reserve
- Ability to access reports
- Ability to set an "Auto Extension of the Auction Time" option
- The District will field all calls regarding their items
- Delivering all vehicle titles to **George Gideon Auctioneers, Inc.**, at time of On-Line Auction posting

George Gideon Auctioneers, Inc. will be responsible for the following On-Line Auction process of items sold at the School Boards facility:

- Hosting and maintaining a website, and creating a home page for The School District of Osceola County On-Line Auction
- Collecting all proceeds from the Online Auction
- Collecting and remitting to The State of Florida Department of Revenue all sales tax collected
- Transferring all Vehicle titles in accordance with The State of Florida DMV statutes (State of Florida title fees will apply)
- Contacting known buyers
- Advertising as previously outlined.
- Send blast email to our data base of customers regarding The School District of Osceola County's On-Line Auction
- Provide an On-Line Auction settlement and payment to The School District of Osceola County in net 10 days of final buyer payment of On-Line Auction
- Provide all reconciliation work in accordance with the need of The School District of Osceola County

ITEMS SOLD AT GEORGE GIDEON AUCTIONEERS FACILITY

The School District of Osceola will be responsible for the following On-Line Auction Process for items sold at George Gideon Auctioneers facility:

- Requesting a pickup of items from their facility via a provided excel file
- Loading all items onto a freight trailer, or Landoll at their facility
- Delivering all vehicle titles to a **George Gideon Auctioneers, Inc.**, representative at time of pickup or delivery of vehicles from The Osceola County School Board

George Gideon Auctioneers, Inc. will be responsible for the following On-Line Auction process of items sold at George Gideon Auctioneers facility:

- Uploading pictures
- Uploading videos
- Start and Stop Times
- Ability to set an "Auto Extension of the Auction Time" option
- George Gideon Auctioneers will field all calls regarding School Board items
- Hosting and maintaining a website, and creating a home page for The School District of Osceola County On-Line Auction
- Collecting all proceeds from the Online Auction
- Collecting and remitting to The State of Florida Department of Revenue all sales tax collected
- Transferring all Vehicle titles in accordance with The State of Florida DMV statutes (State of Florida title fees will apply)
- Contacting known buyers
- Advertising as previously outlined.
- Send blast email to our data base of customers in regards to The School District of Osceola County's On-Line Auction
- Provide an On-Line Auction settlement and payment to The School District of Osceola County in net 10 days of final buyer payment of On-Line Auction
- Provide all reconciliation work in accordance with the need of The School District of Osceola County

TIMELY MANNER OF WORK

- **George Gideon Auctioneers Inc.** believes in the timely posting of government surplus to reduce depreciation, liability, and atrophy. One of the worst things to see is the depreciation of assets over time unused or awaiting Auction, therefore, being able to act with haste in all aspects of business provides our customers and contract holders with a timely manner of operations. Our On-Line Auction program will give The School District of Osceola County the opportunity to list and sell their surplus expeditiously. **George Gideon Auctioneers, Inc.** is a net 10 company, therefore, alleviating some of the wait time and restrictions of turnaround of net 30 companies.

GRASSROOTS TO NATIONAL EXPOSURE

- Never forgetting where you came from is one of the tenants of good reputation. **George Gideon Auctioneers, Inc.** started small and has grown into one of the largest Government Surplus operations in Florida. Being able to connect to buyers from down the street or internationally keeps us humble, approachable, knowledgeable and promotes our contract holders best interests when it comes to reputation and the good faith bidders have in us and our program.

NO COMPARTMENTALIZATION

- While there are benefits to having one person focus on one specific task, we do believe that the broad understanding of other aspects of the company is beneficial to the knowledge provided to our employees. Being able to answer basic questions about other departments increases customer satisfaction from lack of playing a game of “ping pong” between employees searching for an answer. The ability to perform basic tasks in other departments helps provide a timely manner of work for our contract holders and customers.

CHRONOLOGICAL OPERATION OUTLINE FOR AUCTIONS

George Gideon Auctioneers, Inc. will:

1. Advertise your On-Line Auction Nationally (when warranted)
2. Advertise your On-Line Auction on Internet sites.
3. Provide any training required and requested.
4. Monitor your Auctions online and provide technical support.
5. Personally contact known high value buyers for specialty items.
6. Maintain a website open to the public at all times.
7. Provide computer support before, during, and after your On-Line Auction.
8. Provide bidder support before, during, and after your On-Line Auction.
9. Provide computer reports to The School District of Osceola County.
10. Provide transportation services of goods to George Gideon Auctioneers facility.

Since our reputation is tied to your Auction, be assured that The School District of Osceola County will receive the full scope of our knowledge and expertise to ensure a successful Auction.

ONLINE AUCTIONS HISTORY, BID VALIDATION & BID DOCUMENTATION

- **George Gideon Auctioneers Inc.** has been active within the online Auction market for the past twenty-three (23) years and facilitated the Auction of 100+ Million dollars in that time from Central Florida Agencies alone.
- **George Gideon Auctioneers Inc.** builds, maintains, monitors & updates a website open to the public 24 hours a day, 7 days a week and 365 days a year for purchase of Government surplus with a detailed bid history, including bid amounts in chronological order.
- A server running 24 hours a day, 7 days a week and 365 days lets bidders know when they have been outbid.

Below is example of the **Bid Documentation****Lot - 24077510**

✕

Bidder	Amount	Current	Winning	Received Date	Bid#
3***1	16,200.00	16,300.00	3***7	Sun Aug 04 2024 11:22 AM	14
3***1	16,000.00	16,100.00	3***7	Sun Aug 04 2024 11:21 AM	13
3***1	15,800.00	15,900.00	3***7	Sun Aug 04 2024 11:21 AM	12
3***1	15,600.00	15,700.00	3***7	Sun Aug 04 2024 11:21 AM	11
3***1	15,400.00	15,500.00	3***7	Sun Aug 04 2024 11:21 AM	10
3***1	15,200.00	15,300.00	3***7	Sun Aug 04 2024 11:21 AM	9
3***7	0.00	15,100.00	3***7	Tue Jul 30 2024 4:34 PM	8
3***7	15,100.00	15,100.00	3***7	Thu Jul 25 2024 7:58 PM	7
1***8	10,050.00	10,050.00	1***8	Wed Jul 24 2024 1:31 PM	6
1***8	1,660.00	10,000.00	3***1	Wed Jul 24 2024 1:30 PM	5
5**6	585.00	1,610.00	3***1	Tue Jul 23 2024 8:01 PM	4
5**6	510.00	535.00	3***1	Tue Jul 23 2024 8:01 PM	3
3***1	0.00	500.00	3***1	Tue Jul 23 2024 6:32 PM	2
3***1	500.00	500.00	3***1	Tue Jul 23 2024 4:27 PM	1

Show 100 ▾ records

Showing 1 - 14 of 14 entries

Previous 1 Next

George Gideon Auctioneers, Inc. systems provide bidders with up to the date notices regarding active bids, wither they have been rejected or outbid. Making bidders aware if they are interested in the item and need to place a new bid. **George Gideon Auctioneers, Inc.** utilizes tools to assist in verification of bidders to avoid fraudulent bidders from registering. This tool cross references all bidder data and alerts our administrator of any possible threat. From there the administrator goes on a case by case base and verifies wither the bidder is eligible for bidding privileges. The School District of Osceola County will also maintain the ability to block any user from bidding privileges on any of your On-Line Auctions. This is done to help maintain successful bidding, payment and completion of your On-Line Auction.

WEBISTE AVAILABLITY & BID EXTENSION

- The website is available to the public 24 hours a day, 365 days a year for unhindered bidding.
- There is a bid extension feature that puts an end to "Auction Sniping," as well as serving the dual purpose of gaining maximum revenue for the current consigners by creating a live Auction feel. This feature is adjustable to any time limit the Government Agency wishes.

Below is a listing that is taking advantage of the Bid Extension feature



Lot - 24087519

24087519

Category : SUV/VAN
Qty : 1

Starts: Mon Jul 22 2024 1:00 AM

Ends : Tue Aug 06 2024 6:15 PM

Starting Bid
200.00

Bid Increment ⓘ
50.00

Description Additional Description Images Video Terms

2002 FORD E-150 PASSENGER VAN

- MILES - 027914 SHOWING ON THE ODOMETER.
- VIN#1FMRE11272HB80818.
- WEIGHT - 4903 LBS.
- GVW - 7000 LBS.
- COLOR - WHITE.
- PASSENGER VAN.
- 2 ROWS.
- KEYS - 1.

This item was supposed to end at 5:20 CST for \$5,950 but with bid extension it instead ended at 5:38 CST for \$7,050 which is 18% MORE!!!!!!!!!!!!!!

[← Lot#24087519, SKU#127611](#)

Basic info

Bids

Item Fees

Buy Now Offers



Type to search



Email All

Filter

Bidder Info	Auction Info	Bid Type	Initiated By	Received On (CST)	Amount
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Max Bid	User	Aug 06, 2024 05:38:05 PM 104.136.191.161	7100.00
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Standard Bid	System	Aug 06, 2024 05:38:05 PM	7050.00 Won
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Max Bid	User	Aug 06, 2024 05:36:24 PM 104.136.191.161	6650.00
26770- [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Standard Bid	System	Aug 06, 2024 05:36:24 PM	6700.00
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Standard Bid	System	Aug 06, 2024 05:36:24 PM	6650.00
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Max Bid	User	Aug 06, 2024 05:31:33 PM 104.136.191.161	6550.00
26770- [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Standard Bid	System	Aug 06, 2024 05:31:33 PM	6600.00
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Standard Bid	System	Aug 06, 2024 05:31:33 PM	6550.00
30638 [REDACTED]	VOLUSIA COUNTY: '08 FORD E-250 CARGO VAN & MORE!!! (123459) Start: Jul 22, 2024 End: Aug 06, 2024	Max Bid	User	Aug 06, 2024 05:30:25 PM 104.136.191.161	6450.00

WEBSITE VISITORS, BIDDER LOCATION RANGE & AUCTION INVOICES

- **George Gideon Auctioneers, Inc.** has over 40,000 bidders registered that includes local, national & international bidders and have had items bought and shipped to locations as far away as Africa, South America, The Middle East, Asia, and Canada.
- All winning bidders are emailed an invoice confirming their purchase and any program operator can mark the item as paid within the program and email a paid invoice.

Below is an example of the invoice that is emailed to the winning bidder








George Gideon Auctioneers Inc.
2753 N. HWY 441
Zellwood, FL 32798
Phone: (407) 886-2211
Fax: (407) 886-2248

Paddle #: 10298
Invoice #: 10298-39783-1
Date: 20-Aug-2015 04:04 EDT

Buyer Information [Edit](#)

Buyer Name: Keith Cole

Company:

Paddle #: 10298

Phone #:

Email:

Billing:

Shipping:

Auction Information

Auction: MAIN BUILDING: AUGUST

Date: 08/14/2015

Location: 2753 N. HWY 441
Zellwood, FL 32798

Lot	Paddle	Description	Qty	Bid	Sale Price	Premium	Tax	Total
158089	10298	DESK LAMP CHROME METAL, WORKING CONDITION UNKNOWN	1	\$10.00	\$10.00	\$0.00	\$0.00	\$10.00
158222	10298	HOGGAN SPRINT UPPER BODY ERGOMETER, WORKING CONDITION UNKNOWN	1	\$14.00	\$14.00	\$0.00	\$0.00	\$14.00
Total Lots: 2				Totals:	\$24.00	\$0.00	\$0.00	\$24.00

Actions ▾

PAID IN FULL

SubTotal: \$24.00

Cash Total Due: \$0.00

Paid Cash: \$40.00

Change: \$16.00

Notes

Details Concerning Involvement and Participation of the General Public in Auctions Conducted

Advertising for the Auction is an area that **George Gideon Auctioneers, Inc.** excels in. It is of upmost importance that exposure of Vehicles, Equipment and Miscellaneous Particular to Government Entities be handled by an Auction Company that specializes in the sale of Government Entities and Fleet Vehicle Sales. We advertise via the Internet using our list of email based buyers, and through many Auction related websites and Auction buyers informational platforms as well as from our website, www.ggauctions.com.

George Gideon Auctioneers, Inc. advertises for Auctions using many of the following methods, such as but not limited to:

- Targeted Auction Emailing
 - Specialty Buyers list
 - From previous Auctions
 - By request
- National Trade Journals
- Emails to Specific Buyers
- Website Listings
- Social Media
 - Facebook
 - Twitter
 - Instagram
- Auction Facility Traffic. **George Gideon Auctioneers, Inc.** sales facility is located on a major State of Florida Highway with approximately 100,000+ traffic count weekly

George Gideon Auctioneers, Inc. advertises vehicle and equipment Auctions in National Trade Journals, both in On-Line Editions and print, when necessary, such as, but not limited to:

- Rock & Dirt
- Contractors Hotline
- Equipment Trader
- Electrical Equipment Advertiser
- Construction Equipment Guide

George Gideon Auctioneers, Inc. will also advertise Auctions for Osceola County School Board on the Internet using our Company website www.ggauctions.com. This website is

accessible via all the major search engines of the World Wide Web (mobile and PC), along with photos of the various vehicles and equipment. We also maintain an e-mail database of buyers who are automatically notified prior to each Auction.

George Gideon Auctioneers, Inc. will also post the date, time, location, and list of Osceola County School Board Auctions on Web bulletin board(s) and social media such as, but not limited to:

- Auction Zip
- Craig's List
- Rock and Dirt
- Surplus Record
- Contractors Hotline
- Social Media
 - Facebook
 - Twitter
 - Instagram

Our permanent Auction facility open to the Public is comprised of 13+ Acres directly located at 2753 N. Hwy 441, Zellwood, Orange County, and Fl., with one of the highest traffic flows in North West Orange County. Our facility has two buildings that are approximately 14,000 square feet total area, able to house most of Osceola County School Board's miscellaneous items under cover. Our off-site facility for Osceola County School Board's surplus is capable of handling approximately 50+ Buses, over 120 Vehicles, Trucks, Automobiles and Equipment, and miscellaneous items. This facility has a double 6' commercial chain link fence around the Auction Sales yard. There is also a 10' electric security fence with-in the perimeter of the facility, which is also powered by a backup power source, and is monitored by a security company.

We also have two (2) security camera systems with eighteen (18) cameras located throughout the complex. This system also records all activity, with backup and remote viewing capabilities. Our facility also has the following to efficiently conduct Inspections and sales of all of Osceola County School Board's surplus items:

- Thirteen-acre On-Line Auction facility
- Two Buildings at our On-Line Auction facility to house Osceola County School Board's surplus items
- Customer parking inside and out of our facility
- (3) Forklifts for loading and unloading of Osceola County School Board's surplus items (5000lb, 6000lb, & 8000lb)
- (2) Utility jump carts for jumping starting vehicles and equipment, during inspection periods, and removal

- (2) Freight trailer docks
- A 10' electric fence encompassing the entirety of the storage facility
- Multiple computer stations configured to either be hardwired or work off of Wi-Fi for entry of Osceola County School Board's surplus assets

We have the versatility in our advertising department to cater to all our agencies requests for On-line Auctions.

George Gideon Auctioneers, Inc. Website (www.ggauctions.com)

Welcome to George Gideon Auctioneers

Central Florida's Largest Public Online Auction of Government and Local Industry. Online Vehicle and Equipment Auctions are posted daily on our website.

Auction Types
Item Categories

GREATER ORLANDO AVIATION AUTHORITY: AIRPORT LOST & FOUND AUGUST 2024!!!
Ends: Mon Aug 12 2024 05:55 PM
330 Items

[Auction Details](#) [View Items & Bid](#)

THE VILLAGES: ASSORTED BANQUET CHAIRS!!! 10% BUYERS PREMIUM
Ends: Mon Aug 12 2024 06:00 PM
111 Items

[Auction Details](#) [View Items & Bid](#)

C FL AGENCIES & OTHER ENTITIES: STERILIZERS, LAPTOPS & MORE!!! 10% BUYERS PREMIUM
Ends: Mon Aug 12 2024 06:05 PM
10 Items

[Auction Details](#) [View Items & Bid](#)

SANFORD AIRPORT AUTHORITY: LOST & FOUND, AND MORE!!!
Ends: Mon Aug 12 2024 06:10 PM
45 Items

[Auction Details](#) [View Items & Bid](#)

GREATER ORLANDO AVIATION AUTHORITY: LAPTOPS, TABLETS & MORE!!!
Ends: Mon Aug 12 2024 06:20 PM
68 Items

[Auction Details](#) [View Items & Bid](#)

KISSIMMEE UTILITY AUTHORITY: HP PAGERATE XL 4100 PRINTER & MORE!!! 12.5% BUYERS PREMIUM
Ends: Mon Aug 12 2024 06:25 PM
2 Items

[Auction Details](#) [View Items & Bid](#)

AuctionZip (national Auction website, basically the yellow pages of Auctions)

SAMPLE (these are a few of our listings on AuctionZip)

THE VILLAGES		View Photo Gallery
Zellwood, FL		Mon Aug 24 - 06:50PM
	THE VILLAGES AUCTION ENDS: MONDAY, AUGUST 24TH - 2015 @ 6:50 PM Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered only as a View Full Listing	

OSCEOLA COUNTY SHERIFFS		View Photo Gallery
Zellwood, FL		Mon Aug 24 - 06:55PM
	OSCEOLA COUNTY SHERIFFS AUCTION ENDS: MONDAY, AUGUST 24TH - 2015 @ 6:55 PM Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered only as a View Full Listing	

CITY OF CASSELBERRY		View Photo Gallery
Zellwood, FL		Mon Aug 24 - 07:00PM
	CITY OF CASSELBERRY AUCTION ENDS: MONDAY, AUGUST 24TH 2015 @ 7:00 pm (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered only as a guide. View Full Listing	

VOLUSIA COUNTY		View Photo Gallery
Zellwood, FL		Mon Aug 31 - 07:00PM
	VOLUSIA COUNTY AUCTION ENDS: MONDAY, AUGUST 31ST 2015 @ 7:00 pm (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered only as a View Full Listing	

SECO: 2007 CHEVY TAHOE LT, 2008 CHEVY SILVERADO, (		View Photo Gallery
Zellwood, FL		Mon Aug 31 - 07:15PM
	SECO: 2007 CHEVY TAHOE LT, 2008 CHEVY SILVERADO, (2) 2007 FORD FUSION SEIII AUCTION ENDS: MONDAY, AUGUST 31ST - 2015 @ 7:15 pm (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, View Full Listing	

VOLUSIA COUNTY: 2007 DODGE CHARGER & (2) KUBOTA RI		View Photo Gallery
Zellwood, FL		Mon Aug 31 - 07:30PM
	VOLUSIA COUNTY: 2007 DODGE CHARGER & (2) KUBOTA RIDING COMMERCIAL MOWERS!!! AUCTION ENDS: MONDAY, AUGUST 31ST - 2015 @ 7:30 pm (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, View Full Listing	

OSCEOLA COUNTY BASKETBALL COURT		View Photo Gallery
Zellwood, FL		Tue Sep 1 - 07:00PM
	OSCEOLA COUNTY BASKETBALL COURT AUCTION ENDS: TUESDAY, SEPTEMBER 1ST - 2015 @ 7:00 PM (est) Go to Auction Featured Items BUYERS TERMS: While descriptions are believed to be accurate, information and quantities given by the Auction catalog, Auctioneer, Owner, or any other Auction personnel is offered View Full Listing	

Sample Auction Reports and Sales Receipts

- Invoices can be shown for every winning bidder for an auction at one time. The user can choose to either see unpaid bidders, paid bidders or both. By simply clicking on the bidder name, it takes you to their individual invoice.



George Gideon Auctioneers Inc.
2753 N. HWY 441
Zellwood, FL 32798
Phone: (407) 886-2211
Fax: (407) 886-2248

Paddle #: 10298

Invoice #: 10298-39783-1

Date: 20-Aug-2015 04:04 EDT

Buyer Information [Edit](#)

Buyer Name: Keith Cole

Company:

Paddle #: 10298

Phone #:

Email:

Billing:

Shipping:

Auction Information

Auction: MAIN BUILDING: AUGUST

Date: 08/14/2015

Location: 2753 N. HWY 441
Zellwood, FL 32798

Lot	Paddle	Description	Qty	Bid	Sale Price	Premium	Tax	Total
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Total Lots: 2			Totals:		\$24.00	\$0.00	\$0.00	\$24.00

Actions ▾

PAID IN FULL

SubTotal: \$24.00

Cash Total Due: \$0.00

Paid Cash: \$40.00

Change: \$16.00

Notes:

REPORTS

There are many reports that are customizable to suit The School District of Osceola County's needs.

- **Auction Summary:** Summary of the Accounting information for the Auction; Includes; Items, Images, Bids, Bidders, Invoices, Settlements, Payments, and analytical data shown below.
- There is an master excel report function that is an easy 1 click process to get all important Auction data including: Auction Name, Item Number, Categories, Item Description, Additional Description, Bids, Final Bid, Bidder, Email, Bidder Name, Bidder Company Name, Bidder Work Phone, Bidder Address, End Date(CST), Payment Status, URL Link and more.

< THE SCHOOL DISTRICT OF OSCEOLA COUNTY: LAMINATORS, HOBART MIXERS & MORE!!! 10% BUYERS PREMIUM

Menu

Dashboard	Items	Gallery	Images	Item Groups	Bids	Bidders	Consignment	Buy Now	Invoices	Settlements
Payments	Payment Schedule	Notes	Permissions	Feedback Form						
\$1288.78 Open Invoices 28 Total Items										
1 Total Items 28 2 Items with Bids 28 3 Items with No Bids 0 4 Active Bidders 60 5 Winning Bidders 16	2551 Life Time Payments			933 Life Time Items			Type: MISCELLANEOUS Created By: JenniferK Created Date: 07-31-2024 08:38 AM (CST) Start Date: 07-31-2024 12:00 AM (CST) End Date: 08-05-2024 05:25 PM (CST) Auto Extend Time: 5 Minutes Staggered Ending: 2 Items/1 Minute Display Formatting: Maximum Bidding Maxanet Registration: YES- without CC required Display Contact Information: ☒ ON Display the unused lots: ☐ OFF Display Bidder Email Addresses on Invoices: ☒ ON Display View More Content On Grid View: ☐ OFF			
\$7419.58 Current Total	\$0.00 Refers to Net Total	\$8154.95 Net Bid Total	\$0.00 Buyer Total							
Top 10 Bidders in The Event Most Watched Items Hottest Items Highest Current Bid Items Highest Max Bid Items										

Tab 4 – Qualifications/Experience of Personnel

George Gideon Auctioneers, Inc. expanded their market coverage from Live Auctions to Online Auctions in 2001 and during the past twenty-three (23) years has grown to one of the largest Florida based firms offering On-Line Auctioneering services to Central Florida Governmental Agencies and private business.

George Gideon Auctioneers, Inc. employs knowledgeable and courteous employees who have been trained to handle our clients and customers in a helpful and welcome manner. We understand the importance of image and service and insist that these attributes be used in tandem with **George Gideon Auctioneers, Inc.** Our office staff is cross-trained in all facets within the office to facilitate the efficiency and flow of operation necessary for a successful Auction.

George Gideon

WORK EXPERIENCE

9/96 to Present

Mr. Gideon is the Owner of **George Gideon Auctioneers, Inc.** He is responsible for day to day operations of a multi-state Auction company specializing in the remarketing of fleet vehicles and equipment of Government and Utility Companies.

1/79 to 9/96

Mr. Gideon was the Sales Manager for Rene Bates Auctioneers, Inc. He was responsible for the day-to-day handling of numerous Auctions. The duties performed were such as, but not limited to: preparing of proposals, signing contracts, directing the advertising, setting up sales, conducting the Auctions, billing, and handling any necessary follow up.

As Owner and President of **George Gideon Auctioneers, Inc.**, with over forty-five (45) years' experience in Government Auctions, he will be responsible for the following:

Personally supervise all areas of Auction business, from advertising to set-up through post-Auction

Work with advertising layout and placement

Personally contact known Buyers

Necessary follow-up concerning the Auction

Anita Gideon**WORK EXPERIENCE**

9/96 to Present

Ms Gideon is Co-Owner and Vice President for **George Gideon Auctioneers, Inc.** She is responsible for staff management and daily office operations management.

As Owner and Vice-President of **George Gideon Auctioneers, Inc.**, with twenty-eight (28) years' experience in Government Auctions, Anita Gideon will be responsible for the following tasks:

- Supervise the following:
- Advertising layout and placement
- Mailing Insurance Certificate
- Pre-Auction meetings
- Necessary follow-up concerning the Auction

Amy Reinhard**WORK EXPERIENCE**

5/01-Present

Mrs. Reinhard is the Operations Manager for **George Gideon Auctioneers, Inc.** She is responsible for day-to-day office operations including office management, advertising, client relations and reconciliations, proposal preparations and employee management.

As the Office Manager for George Gideon Auctioneers, Inc., with twenty-three (23) years' experience in Government Auctions, Mrs. Reinhard will manage the following tasks:

- Handling daily operation of Auction office and facility
- Assist in the planning and scheduling of Internet Auctions
- All phases of Auction Sales Set-up
- Performs all phases of title work and proper title transfers for Internet Sales (if warranted)
- Auction activity input
- Collects all funds from Internet purchased items
- Responsible for and assist with all Cashier balancing at end of Auction

Manage records for Tax Exemption and Dealer Licenses
Any necessary follow-up concerning Auction
Reconcile client inventories/reports

Jason Gideon

WORK EXPERIENCE

2001-Present

Mr. Gideon is the Internet Sales Manager for **George Gideon Auctioneers, Inc.** He is responsible for day-to-day yard operations including yard and equipment management, assisting with client and customer relations, and responsible for Online Auction inventory.

As the Internet Sales Manager for **George Gideon Auctioneers, Inc.**, with twenty-three (23) years' experience in Auction computer operation, and yard management. Mr. Gideon is responsible for the following:

- Supervises the day to day operation and management
- Maintains the Office and sales lot security
- Handles and maintains all On-Line Sales
- Handles Internet Auction Sales setup
- Takes pictures for inventory for On-Line Sales
- Assist in Pre-Auction Organizational Meeting
- Handles all data entry for Internet Customers
- Bidder registration and data entry
- Assist in Handling Customer and Client relations
- Responsible for all Internet Buyer invoices
- Contacts all Internet Buyers regarding Purchases and arranging payment
- Assist with necessary follow-up concerning Auction
- Customer care and experienced problem handler

Jennifer Kendal

2014 - Present

Ms. Kendal is the Internet Sales Associate for **George Gideon Auctioneers, Inc.** She manages and maintains the company's computers, networks and websites. She assists in the day to day operations of our Internet Auctions.

As support staff of **George Gideon Auctioneers, Inc.**, with ten (10) years' experience in computer technologies, internet marketing and internet Auctions. Ms. Kendal will be responsible for the following tasks:

- Maintaining and updating Auction website
- Assist with taking pictures for inventory for advertising
- Work on Internet Page preparation
- Assist with advertising schedules
- Assist with advertising placement
- Implementing item specific internet advertising schemes
- Assist with Internet Auction Sales setup
- Assist with the maintenance of the Office and sales lot security
- Maintaining office equipment and technologies
- Familiar with all Computer programs and Software currently using

Peggy Reynolds

Auction Title Supervisor for **George Gideon Auctioneers, Inc.** with fifteen (15) years

experience in Vehicle Title work. She is responsible for the following:

- Organize and maintain Titles
 - Supervise the following:
 - Necessary paperwork associated with each title, i.e. Special Use,
 - Restriction or Notarized papers necessary or pertinent to process title work
 - Cross referencing title vehicle number with physical vehicle
 - All titles are properly closed in to a buyer
 - All out-of-state Buyers and foreign Buyers are informed of the laws of the State of Florida
 - Register Buyers

References

Volusia County, Florida

Date of services	From 3/1997 to current
Description of services	We provide for Volusia County Internet Auctions. All of the items that are Auctioned for Volusia County are transported to our Facility by our contract carriers.
Address	123 W. Indiana Ave., Rm. 302, DeLand, FL 32720-4608
Contact	Kathy Williams, Procurement Manager MBA CPPB CPPO
Contact phone number	386/626-6625
Contact email	kwilliams@volusia.org
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Lake County, Florida

Date of services	From 6/1997 to current
Description of services	We provide for Lake County Board of County Commissioners On-Line Auctions. All of the items that are Auctioned for Lake County Board of County Commissioners are transported to our Facility by our contract carriers.
Address	315 W. Main Street, Tavares, FL 32778
Contact	Ron Falanga, Director of Procurement Services
Contact phone number	352-343-9424
Contact email	rfalanga@lakecountyfl.gov
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Orange County Public Schools, Florida

Date of services	From 5/1998 to current
Description of services	We provide for Orange County Public Schools On-Line Auctions. All of the items that are Auctioned for Orange County Public Schools are transported to our Facility by our contract carriers or sold on-site.
Address	6501 Magic Way Blvd Building 400, Orlando, FL 32809
Contact	Christopher M. Reed, Director, Material Management
Contact phone number	407/317-3700 ext. 2025290
Contact email	Christopher.Reed@ocps.net
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Seminole County, Florida

Date of services	From 1997 to current
Description of services	We provide for Seminole County On-Line Auctions. All of the items that are Auctioned for Seminole County are transported to our Facility by our contract carriers or sold on-site.
Address	1301 E Second Street, Sanford FL 32771-1468
Contact	Kelli Burrier, Property Administrator
Contact phone number	407-665-7129
Contact email	kburrier@seminolecountyfl.gov
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Brevard County Sheriffs Office, Florida

Date of services	From 2001 to current
Description of services	We provide for Brevard County Sheriffs Office On-Line Auctions. All of the items that are Auctioned for Brevard County Sheriffs Office are transported to our Facility by our contract carriers.
Address	850 Earle Petty Way, Cocoa FL 32927
Contact	Mark Deitz, Fleet Manager
Contact phone number	321-633-1715
Contact email	mark.deitz@bcso.us
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Volusia County Public Schools, Florida

Date of services	From 7/2000 to current
Description of services	We provide for Volusia County Public Schools Internet Auctions. All of the items that are Auctioned for Volusia County are transported to our Facility by our contract carriers or sold onsite.
Address	1648 Hancock Blvd., Daytona Beach, FL 32114
Contact	Mr. Chris Boyer, Fleet Director/Finance Director
Contact phone number	386/258-4667 ext. 50542
Contact email	cjboyer@volusia.k12.fl.us
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon



*Agencies we sell for with surplus similar or greater in size
and scope*

Seminole County	Polk County	Osceola County	Lake County
Volusia County	Lake County Scheriff	Volusia County Sheriff	Brevard County Sheriff
Osceola County Sheriff	Orange County Public Schools	Volusia County Public Schools	Brevard County Public Schools
Lake County Public Schools	Orlando Utilities Commission	Greater Orlando Aviation Authority	Clay Electric
Sumter Electric	City of Altamonte Springs	City of Palm Bay	City of Winter Park

Tab 5 – Approach and Methodology

George Gideon Auctioneers has a multi-faceted approach and methodology when it comes to selling your surplus. We like to focus a several key but independent areas such as:

- Liability
- Maximum selling price
- Ease of use for Agencies
- Ethics

Though combining these areas, we believe that a good product is made that suits all aspects of selling your surplus.

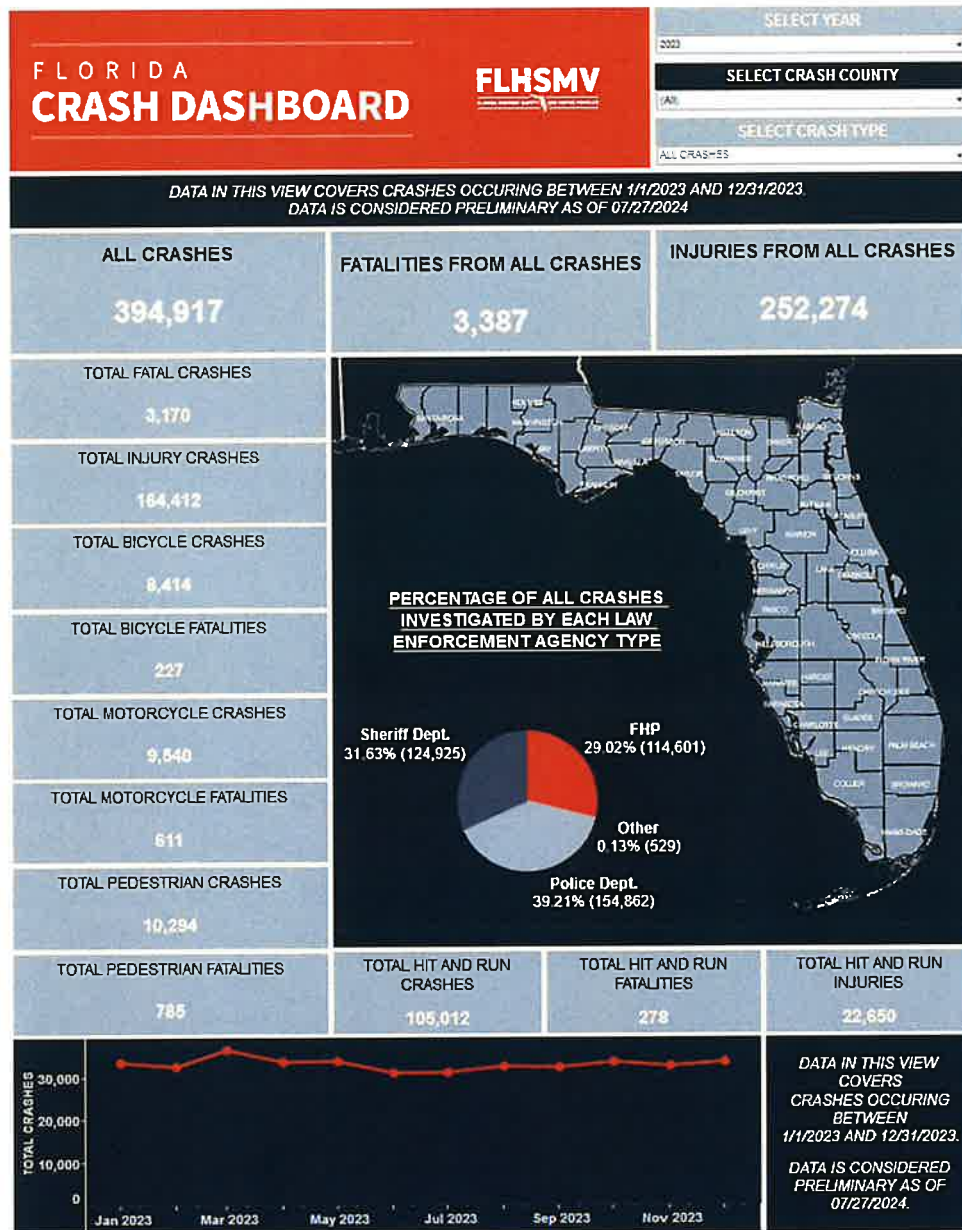
Liability

We like to make sure that any incurred liability from the selling process is minimized to keep you safe from frivolous lawsuits and misunderstandings with customers and regulatory agencies.

A few ways that we reduce your liability are:

- Processing your title work as a State of Florida Automobile dealer, although you can sell a vehicle yourself and sign it over to the buyer, DOT does not consider it legally transferred in the buyers name until they go to the tag office and do so themselves. As a dealer we are required to abide by all State of Florida DOT guideline to make sure that proper and legal title transfers are preformed.
- Selling items as a COD (certificate of destruction). Whenever a badly wrecked or undriveable item is sold with a COD it cannot be driven on a public road again, thereby negating the chance of being implicated in a lawsuit for a faulty vehicle.

- Below is a screenshot of the Florida DMV dashboard for crash statistics concerning the 2023 year. You will see there is a staggering number of recorded crashes, and all it takes is one of those to be in a vehicle sold by you that did not have its title completely transferred to open you up to lawsuits!



- Accurate descriptions of items after years of selling many items will give the most accurate description thereby reducing misunderstandings
- Making sure unsafe items are towed off property and not driven off property. If a titled item does not have a transferred legal tag registered to it you can be on the hook for letting them off your property

Maximum selling price

Getting the maximum selling price for your items is an important part of our services and something that people pay the most attention to.

We offer many advertising venues to get the maximum publicity such as trade publications, independent Auction calendars, social media, and sponsored events.

We also have a bid extension option for selling your items. This extends the Auction end time for each individual item whenever it is bid on in the last 5 minutes. This creates more of a live Auction competitive feel sometimes increasing the final sale price by up to twice the price compared to selling without bid extensions.

Most items are sold at our facility allowing all the agencies that we sell for to work in unison and feed off each other's publicity and interest in items being sold here. By keeping the items at our facility this also allows our trained staff to take more detailed shots of items as well as videos of items running, and we all know a running vehicle will always bring more money.

Being a full service facility we can get more for items sold here due to the fact that buyers can do all the title work here, and we will forklift load items onto their trailers or trucks thereby negating the extra cost incurred by them and allowing that cost to be put towards the purchase price of their items.

Ease of use for Agencies

We pride ourselves on being a full-service Auction Company and as such can cater our services to more directly meet the needs of the Government Agencies we sell for. Just a few of the services we offer are:

- An Auction employee can catalog and sell items either at our facility or the Agencies facility
- Collecting and remitting the sales tax to the State on all sales for the Agency
- Reconciling items sold
- Arranging transport of items to our facility
- Transferring titles for the Agencies we sell for
- Answering buyers' questions
- Removing items from the Agencies facilities
- Posting items online for Agencies to sell

Ethics

- Shill bidding and how it can get you in trouble legally and in noncompliance with State Statutes!
 - Ucc code 2-328 (this law is enacted verbatim from the UCC code)

The 2023 Florida Statutes (including Special Session C)

Title XXXIX COMMERCIAL RELATIONS

Chapter 672 UNIFORM COMMERCIAL CODE: SALES

- (1) In a sale by auction if goods are put up in lots each lot is the subject of a separate sale.
- (2) A sale by auction is complete when the auctioneer so announces by the fall of the hammer or in other customary manner. Where a bid is made while the hammer is falling in acceptance of a prior bid the auctioneer may in his or her discretion reopen the bidding or declare the goods sold under the bid on which the hammer was falling.
- (3) Such a sale is with reserve unless the goods are in explicit terms put up without reserve. In an auction with reserve the auctioneer may withdraw the goods at any time until he or she announces completion of the sale. In an auction without reserve, after the auctioneer calls for bids on an article or lot, that article or lot cannot be withdrawn unless no bid is made within a reasonable time. In either case a bidder may retract his or her bid until the auctioneer's announcement of completion of the sale, but a bidder's retraction does not revive any previous bid.
- (4) If the auctioneer **knowingly receives a bid on the seller's behalf** or **the seller makes or procures such a bid**, and notice has not been given that liberty for such bidding is reserved, the buyer may at his or her option avoid the sale or take the goods at the price of the last good faith bid prior to the completion of the sale. This subsection shall not apply to any bid at a forced sale.
- http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0600-0699/0672/0672.html

Law Insider defines a shill as "**Shill** means an employee or agent of the registrant who bids against legitimate bidders at an auction to escalate bidding."

For years shill bidding has been done to artificially drive up the selling price of an item without the intention of buying it. It is only supposed to be done on behalf of the seller (bolded in the above section that shows and excerpt of the statute) and shill bidding is only valid if it strictly follows UCC code 2-328.

This is not only illegal if done improperly but also ethically immoral since when through an online platform the Auctioneer has access to the bidders maximum bid and can easily and effortlessly run up the bid to that amount, thus ruining the good faith that is put in the Auctioneer and the selling Agency for running a fair Auction.

If shill bidding is not done exactly to the scope of State Statute it is a crime and has been prosecuted up to a felony in other states. This is not something any Government Agency wants to be included in on.

https://www.naaq.org/wp-content/uploads/2020/10/391.civil_NY-v.-Baranovich-NY-v.-Eggleston-settlement-3.pdf

Not only does statute 2-328 outline the trouble an Auctioneer and agency can get in for shill bidding BUT statute 468.389 expressly prohibits shill bidding.

The 2024 Florida Statutes

Title XXXII
REGULATION OF PROFESSIONS
AND OCCUPATIONS

Chapter 468
MISCELLANEOUS PROFESSIONS AND
OCCUPATIONS

View Entire
Chapter

468.389 Prohibited acts; penalties.—

(1) The following acts shall be grounds for the disciplinary activities provided in subsections (2) and (3):

(a) A violation of any law relating to trade or commerce of this state or of the state in which an auction is conducted.

(b) Misrepresentation of property for sale at auction or making false promises concerning the use, value, or condition of such property by an auctioneer or auction business or by anyone acting as an agent of or with the consent of the auctioneer or auction business.

(c) Failure to account for or to pay or return, within a reasonable time not to exceed 30 days, money or property belonging to another which has come into the control of an auctioneer or auction business through an auction.

(d) False, deceptive, misleading, or untruthful advertising.

(e) Any conduct in connection with a sales transaction which demonstrates bad faith or dishonesty.

(f) **Using or permitting the use of false bidders, cappers, or shills.**

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0468/Sections/0468.389.html

- Honest advertising

If there are known defects, especially with a vehicle, they should ALWAYS be disclosed. A bent frame, bad brakes, flood vehicles, etc are just asking for an accident and lawsuit. Some Auctioneers may overlook it for a higher return, but it is never worth it in the end.

***Tab 6 – District’s Small Business Enterprise
 (“SBE”) and Veteran Business***

***Enterprise (“VBE”) Program Participation
 Guidelines***

George Gideon Auctioneers is not a SBE or VBE, nor is any of it's
subcontractors.

Tab 7 – Other Services

Transport charges are listed in Tab 9.

Access to the dashboard on our website (not available as a piggyback option) with the ability to download previous Auction reports, specific Auction specifics and buyer information.

Tab 8 – References

Volusia County, Florida

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Contact phone number	407/317-3700 ext. 2025290
Contact email	Christopher.Reed@ocps.net
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

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Contact	Kelli Burrier, Property Administrator
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Contact	Mr. Chris Boyer, Fleet Director/Finance Director
Contact phone number	386/258-4667 ext. 50542
Contact email	cjboyer@volusia.k12.fl.us
Key personnel	George Gideon, Amy Reinhard, and Jason Gideon

Tab 9 – Fee Structures (options A & B)

OPTION A (Vehicles, Buses and Gas/Diesel Equipment only)
George Gideon Auctioneers does not have to be the sole vendor for this option

Items sold at Government Agency's location or George Gideon Auctioneers facility that are posted by the Agency or George Gideon Auctioneers on George Gideon Auctioneers website:

- **9% Buyers Premium (paid by the buyer and not the agency)**
- **This will include collection of all Auction funds**
- **Collecting and remitting all State of Florida Sales Tax and transfer of Titles as per Florida DMV statutes included**
- **A 2% online bid processing fee will be charged to all transactions, (paid by the buyer and not the agency)**

OPTION B (Buses, Vehicles, Gas/Diesel Equipment and Miscellaneous items) This option is only applicable if George Gideon Auctioneers is the sole awarded vendor

- **Items sold at Government Agency's location or George Gideon Auctioneers facility that are posted by the Agency or George Gideon Auctioneers on George Gideon Auctioneers website:**
- **9% Buyers Premium for Buses, Vehicles and Gas/Diesel Equipment (paid by the buyer and not the agency)**
- **18% Buyers Premium for Miscellaneous items**
- **This will include collection of all Auction funds**
- **Collecting and remitting all State of Florida Sales Tax and transfer of Titles as per Florida DMV statutes included**
- **A 2% online bid processing fee will be charged to all transactions, (paid by the buyer and not the agency)**

Transport Charges:

\$400 Freight Trailer loaded on site by agency employees and unloaded by Auction employees at the Auction facility

\$100/hr 16-foot Box Truck loaded and unloaded by Transport employee

\$90 for each vehicle less than 1 ton

\$175 for each vehicle 1 ton or more

\$400 per bus

\$400 for a landoll load (for equipment and large miscellaneous items) loaded on site by agency employees and unloaded by Auction employees at the Auction facility

For any loads outside of the 50-mile range of our facility an extra charge of \$3/mile will apply (hourly rate pickups are excluded)

Any transport options not listed are available by request

Due to liability the following items cannot be accepted for Auction:

- **Moldy items**
- **Biological contaminates (I.E. needle containers, lab equipment with biological contaminates, uncleaned morgue equipment, etc..)**
- **Perishable items**
- **Flammable items not in a proper storage container (vehicles, equipment, and generators with sealed gas tanks are fine)**
- **IT equipment that has not been wiped of sensitive data**
- **Blue lights on law enforcement equipment**
- **Alcohol**
- **Firearms**
- **Animals**
- **Mattresses**

Tab 10 – Addenda

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

817 Bill Beck Boulevard • Kissimmee • Florida 34744-4492
Phone: 407-870-4600 • Fax: 407-870-4010 • www.osceolaschools.net

SCHOOL BOARD MEMBERS

District 1 – Teresa "Terry" Castillo – Vice Chair
407-577-5022
District 2 – Julius Melendez
321-442-2862
District 3 – Jon Arguello
407-433-9082
District 4 – Heather Kahoun - Chair
689-241-7822
District 5 – Scott Ramsey
321-402-9145



Superintendent of Schools
Dr. Mark Shanoff

Director of Purchasing
Kristine Rodriguez, CPSM, NIGP-CPP, CPPD, CPPB

Supervisor of Purchasing
Cheryl Hood, CPPB

July 30, 2024

RFP # SDOC-25-P-007-LV
Online Auction Services

Addendum #1

The original Invitation to Bid #SDOC-25-P-007-LV documents shall remain in full force and effect, except as modified herein, and shall take precedence over any contrary provisions in the prior documents. The Bid opening is scheduled for Wednesday, August 8, 2024, at 2:00 PM.

This addendum is being issued to address the following questions that were received.

1. Q. Who is your current auction vendor?
 - A. George Gideon Auctioneers, Inc. and The Public Group Inc.
2. Q. How many auctions do you typically conduct in a year?
 - A. We have no set number, we have them on an as needed basis. As frequently as we need.
3. Q. What type of items are you selling at these auctions?
 - A. Cars, SUV's, buses, white fleet, office furniture, classroom furniture, machinery and miscellaneous items are a few examples. All surplus items except textbooks and technology.
4. Q. If you are selling titled items, how are the titles handled?
 - A. We do the title work if our Awarded Vendor cannot. No blank titles will be issued. Please list the capabilities of your company.
5. Q. Would The Osceola County School District be interested in having an auction company handle buses and white fleet only, separate from the office items?
 - A. Please see Page 3, section 25 Award. Please list your capabilities in your response
6. Q. What are the commission terms on your current contract?
 - A. For George Gideon it varies. Please refer to Vendorlink.osceola.org, click on the contracts tab, and in the Contract ID Number add C-21-0466-AD to see all their contract. The Public group is as follows and has a buyer's premium of 10.5% but no commission. If you would like to see this contract in full, enter C-21-0465-AD in the Contract ID.
7. Q. What was the School Board's historic auction sales volume in 2024, 2023, 2022, and 2021? Please provide number of assets sold and total sales by year.
 - A. It is not possible to give you a number of assets sold, but total sales for the 4 years is \$235, 255.40.

Student Achievement – Our Number One Priority
Districtwide Accreditation by the Southern Association of Colleges and Schools
An Equal Opportunity Agency

8. Q. What is the percentage of surplus sold through Public Surplus versus George Gideon per year?
- A. Unfortunately that information is not available at this time. .
9. Q. Is the School Board interested in a self-service solution (School Board staff takes photos of assets and creates auction listings), or does the School Board prefer the vendor to provide on-site photography and auction listing creation?
- A. The District currently has both options, please list your capabilities.
10. Q. Will the School Board be responsible for releasing purchased assets to buyers at your chosen times?
- A. Monday through Friday 7:30-2:30 if you purchased something located at the 2 District sites. If the items are purchased at the auction site, you must follow their policies.
11. Q. Are respondents permitted to propose two pricing options within the same proposal, as long as the details of both options are clearly stated in line with 4.02 Tab 9 instructions?
- A. Yes
12. Q. Regarding 2.0. h. Provide additional surplus transportation services. Is your agency open to considering a disposition model where sales of surplus assets are facilitated by a vendor representative onsite, to avoid the costs and risks associated with transportation and storage of surplus assets offsite. Is the option to transport, store, and sell surplus assets offsite a requirement?
- A. It is not requirement. Please list all your capabilities and see Page 3, section 25 Award.
13. Q. Will the resulting contract(s) be made available for cooperative use? If so, please indicate if the cooperative use includes only political subdivisions within Osceola County or if it may include any political subdivisions in Florida.
- A. Please see Page 3, section 35 Other Agencies.
14. Q. Does the School Board intend to answer all vendor questions in a single batch on July 30, 2024? Or, would the School Board kindly consider answering vendor questions in multiple batches, earlier in the timeline (perhaps even prior to the 7/23 pre-bid conference), so that vendors may have adequate time to complete their RFP responses prior to the submission deadline? We are concerned that we may not receive a response from the School Board until just a few days prior to the bid opening, especially accounting delivery of hard copy proposals.
- A. All question will be answered in the Addendum released on July 30, 2024.
15. Q. If transportation of surplus is required, how many pick up locations there are and what are the addresses for each location?
- A. Two (2) locations, both in Kissimmee - Warehouse (817 Bill Beck Blvd) and Transportation Department (401 Simpson Rd).
16. Q. The following questions reference the fee schedule and grading of it:
- How will a buyer's premium be evaluated?
 - Will a buyer's premium have the same impact percentage point for percentage point as a commission?
 - How will the following rebates be evaluated:
 - Rebate for items sold for the district (I.E. 1% rebate for all items sold for the district, so if something sells for \$100 then the district receives \$1 back)?
 - Rebate for proceeds of items sold by agencies that piggyback the contract (I.E. 1% of items sold by an agency piggybacking the contract, if an agency piggybacks the districts contract and 1% of what the vendor receives goes to the district then an item that sells for \$1000 at 10% buyer's premium then the vendor receives \$100, and the district gets 1% of that which is \$1)?
 - If a buyer's premium is allowable is the vendor required to list it?

- e. If a buyer's premium is to be listed must the vendor list the maximum amount they charge? I.E. a vendor charges 10% for live sales but 12% for online sales. Since the vendor offers both options to buy must they list the highest one?
 - f. Is there an explicit breakdown on how all fees are evaluated?
- A. Yes, please list all your fee's. Please list your capabilities, we are grading as a whole and what is in the best interest of the District.
- 17. Q. Do local (City and County adjacent vendors) get extra points in evaluation?
- A. No, we do not have a local preference.
- 18. Q. Is there a maximum range that the Auction facility can be for transporting items? We ask this so that District constituents and taxpayers are able to see items for sale easily.
- A. No maximum range. Please list your capabilities.
- 19. Q. How much dry and covered storage area out of the elements is the vendor required to have?
- A. There is no specific amount of space required. What is required is that the items that need to be stored in a dry space are. Please list your capabilities.
- 20. Q. What security measures is the vendor required to have at their facility to protect county surplus?
- A. There is no specific amount of security required, but you are responsible for keeping the District's items secure. Please list your capabilities.
- 21. Q. Will there be any miscellaneous included in the surplus offered in this bid?
- A. Yes
- 22. Q. What is the ratio of miscellaneous to vehicles in the bid? I.E. 10% of the items are vehicles and 90% are miscellaneous?
- A. 70% Miscellaneous, 30% Vehicles
- 23. Q. Must the vendor be required to transfer all titled items as per Florida DMV guidelines?
- A. Please refer to Question #4
- 24. Q. Must the Auction be open to the general public?
- A. The District would like as many people notified as possible. Please list your capabilities
- 25. Q. Must the Auction on the vendors property be open during the week to potential bidders to see items in person?
- A. The District would like people to be able to view items if necessary. Please list your capabilities
- 26. Q. Must the Auction be open to the public free of charge? Or can an entrance fee or deposit be charged to bid? And if so how much of an entrance fee/deposit can the vendor charge? (\$100, \$500, \$2000, etc...)
- A. Please list your capabilities.
- 27. Q. The following questions is regarding shill bidding (NYU defines it as "the deliberate placing bids on the seller's behalf to artificially drive up the price of his auctioned item"):
- g. Does the District give the vendor or affiliate of the vendor permission to raise the price on District items through shill bidding (I.E. bidding on the owner's behalf)?
 - h. Can the vendor state on the website that they can do shill bidding (I.E. bidding on the owner's behalf) with the District's permission?

A. No (g) No (h)

28. Q. Is the vendor allowed to drive District vehicles to their facility while still titled in the District's name? Must all vehicles be towed by a transporter meeting all insurance requirements?

A. The titles are transferred before the vehicles leave property. Yes, you must meet all insurance requirements.

29. Q. The way we understand it under the scope of services 2.0 on page 4 is that a vendor MUST comply with all of the subsection's a-h and a bid is deemed nonresponsive if they don't?

A. This is a RFP, which means the district is asking for what it wants in a-h, but we are asking for your capabilities, which a committee will score accordingly and will be awarded to the highest ranking firm(s).

30. Q. For further clarification on section 2.0 page 4, must the winning bidder allow the district access to their bidding and cataloging platform so the district may also be able to add items and pictures to the Auction platform on the Districts property?

A. Yes, the District would like access. Please list your capabilities.

31. Q. If the proposer does not meet the SBE/VBE guidelines (e.g., not providing evidence of Good Faith Effort), will the proposer be eliminated from eligibility for award, or will the proposer lose the 10 evaluation points?

A. You will not be eliminated from eligibility of Award. You will not receive the 10 weighted value for that tabbed section. The District has a relatively new program for SBE/VBE and participation is encouraged.

32. Q. If the proposer will self-perform the contract (no need for subcontractors to perform the services), how might the proposer still make Good Faith Efforts to comply with the SBE/VBE guidelines?

A. Your company would need to be SBE/VBE certified to receive the points, however it is not mandatory.

If you should have any questions regarding this addendum, please do not hesitate to contact Loni VanBenthuyssen, - Senior Buyer, the Purchasing Agent responsible for this project at Loni.vanbenthuyssen@OsceolaSchools.net or by phone at 407-870-4626.

Sincerely,

Cheryl M. Hood

Cheryl M. Hood, CPPB

Supervisor of Purchasing

Acknowledgment of Addendum #1 by Vendor:

This addendum shall be completed by the Vendor and returned with the submittal. If submittal has already been submitted, this addendum must be submitted to the above address in a sealed envelope, which is marked on the outside: Addendum to RFP, RFP title and number.

This is to acknowledge receipt of this addendum, which will become part of the RFP document.

George Jason Gideon

NAME (TYPED OR PRINTED)



SIGNATURE

7/31/24

DATE

onlinesales@ggauctions.com

GENERIC EMAIL ADDRESS FOR FUTURE QUOTES

Sales Manager

TITLE

George Gideon Auctioneers Inc

VENDOR NAME

407-886-2211

PHONE NUMBER

Tab 11 – Additional Requirements Attachments

RFP # SDOC-25-P-007-LV

8/7/2024, 2024

PROPOSAL FORM

TO: School District of Osceola County, Florida
Director of Purchasing and Warehouse Services
817 Bill Beck Blvd., Building 2000
Kissimmee, Florida 34744-4492

The undersigned hereby declare that [firm name] George Gideon Auctioneers Inc.
have carefully examined the specifications to furnish:

Online Auction Services

For which proposals were advertised to be received no later than 2:00 p.m., local time, August 8, 2024
and further declare that will furnish the Online Auction Services according to specifications.

Prompt Payment Terms: see bid % 10 Days; Net 45 Days

Do you accept electronic funds transfer (ETF)? YES X NO

Do you offer a discount for electronic funds transfer (EFT)? YES % NO X

The School District of Osceola County, Florida, reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.

I hereby certify that I have read and understand the requirements of this Request for Proposals No. SDOC-24-P-007-LV and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Contract(s) and/or other transactions required by award of this RFP.

Company George Gideon Auctioneers Inc.

Per George Jason Gideon (Print name)

Signature 

Address 2753 N Hwy 441

City Zellwood State FL ZIP 32798

List local (Osceola County) office address if applicable and provide supporting documentation.
(Business Tax Receipt).

Telephone 407-886-2211 Fax 407-886-2248

E-Mail Address: onlinesales@ggauctions.com

Dunn & Bradstreet # 039195925 Fed. I.D. # 59-3404789

Division of Corporations Registration Number: P96000084454

RFP # SDOC-25-P-007-LV

Attachment "A"

DRUG FREE WORKPLACE
CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Vendor's Signature

RFP # SDOC-25-P-007-LV

Attachment "B"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as *Part IV of the January 30, 1989, Federal Register (pages 4722-4733)*.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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 of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

George Gideon Auctioneers Inc.
Organization Name

SDOC-25-P-007-LV Online Auction Services
RFP Name & Number

Jason Gideon, Sales Manager
Names and Titles of Authorized Representative(s)


Signature(s)

8/2/24
Date

RFP # SDOC-25-P-007-LV

Attachment "C"
Conflict of Interest

I HEREBY CERTIFY that

1. I (printed name) George Jason Gideon am
the (title) Sales Manager and the duly authorized representative
of the firm of (Firm Name) George Gideon Auctioneers Inc.
whose address is 2753 N Hwy 441 Zellwood FL 32798, and that
I possess the legal authority to make this affidavit on behalf of myself and the firm for
which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of
interest, real or apparent, due to ownership, other clients, contracts, or interests associated
with this project; and,

3. The business nor any authorized representative or significant stakeholder of the
business has been determined by judicial or administrative board action to be in
noncompliance with or in violation of any provision/contract of the School Board of
Osceola County, nor has any outstanding past due debt to the School Board of Osceola
County, Florida; and

4. This Submittal is made without prior understanding, agreement, or connection with
any corporation, firm, or person submitting a response for the same services, and is in all
respects fair and without collusion or fraud.

EXCEPTIONS (List)

None

Signature:

Jason Gideon

Printed Name:

Jason Gideon

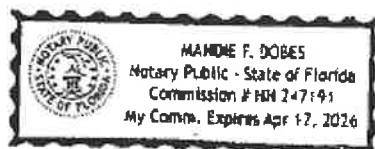
Firm Name:

George Gideon Auctioneers Inc

Date:

8/7/24COUNTY OF Lake STATE OF Florida

Sworn to and subscribed before me this 7 day of August, 2024, by
George Jason Gideon, who is personally known to me or who has
produced drivers license as identification.

Appeared in PersonMandie DobesNOTARY PUBLIC - STATE OF FloridaType or print name: Mandie DobesCommission No.: HH 247191Commission Expires April 17, 2026

(Seal)

RFP # SDOC-25-P-007-LV

Attachment "J"

Certification Statement

Prohibition Against Contracting with Scrutinized Companies

(INSERT INTO BIDDER'S CERTIFICATION FOR SOLICITATIONS \$1 MILLION +)

I hereby certify that neither bidder, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 s. 215.473.



Signature
Sales Manager

Jason Gideon

Printed Name

Title

George Gideon Auctioneers Inc. 8/2/24

Company Name

Date

RFP # SDOC-25-P-007-LV

Attachment "K"

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: George Gideon Auctioneers Inc.Vendor FEIN: 59-3404789Vendor's Authorized Representative Name and Title: Jason Gideon, Sales ManagerAddress: 2753 N Hwy 441City: ZellwoodState: FLZip: 32798Phone Number: 407-886-2211Email Address: onlinesales@ggauctions.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Osceola County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

By: Jason Gideon

Authorized Signature

Print Name and Title: Jason Gideon, Sales ManagerDate: 8/2/24



CITY MANAGER M E M O R A N D U M

7.F.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 10, 2025
Subject: Award of Bid and Execution of Agreements for Building Official & Support Services with UES Professional Solutions, LLC, and PDCS, LLC

Introduction: Approval of an award of bid and authorization to execute agreements with UES Professional Solutions, LLC, and PDCS, LLC, for Building Official Services is requested (Ref: RFP-2025-1237).

Background: The City utilizes a third-party contractor to provide building official and support services to supplement City staff in the Community Development Department, including plan review and inspection of building construction. These services are essential to ensuring compliance with local, state, and federal building codes and work in conjunction with the City's building staff. These contracted services were last approved by the City Commission on February 24, 2020.

Discussion: On October 14, 2024, the City issued a Request for Proposals (RFP) for Building Official Services. Six firms submitted proposals in response to the RFP. The Evaluation Committee conducted the Phase I review of the proposals on November 21, 2024, and subsequently requested informal interviews. On January 7, 2025, informal interviews were held with PDCS, LLC, and UES Professional Solutions, LLC. Following the interviews, the Evaluation Committee convened for the Phase II review later that same day and recommended awarding the contract to UES Professional Solutions, LLC as the Primary Contractor, with PDCS, LLC selected as the Secondary Contractor.

The Agreement is set to begin on February 24, 2025, and will run through February 23, 2028. The Agreement may be renewed for up to two additional one-year terms, if deemed beneficial for the City. Services will be provided on an as-needed basis, and the total payment for services under this Agreement shall not exceed \$300,000.00 for the entire term.

Budget Impact: Sufficient funding for this service for the remainder of Fiscal Year (FY) 2025 is available in FY 25 Building Safety - Other Contractual Services account #119-0221-524.34-00. Services for future years will require the necessary budget approval.

Recommendation: The City Manager and the Community Development Director recommend approval of an award of bid and authorization to execute agreements with UES Professional Solutions, LLC, and PDCS, LLC, for Building Official Services.

Prepared by: Christopher Schmidt, Community Development Director

Attachments:

1. Building Official Services Solicitation 10.7.24
2. Phase I Scores 11.21.24
3. Phase II Final Scores 1.7.25
4. Bureau Veritas North America, Inc Proposal
5. M.T. Causley, LLC Proposal
6. NOVA Engineering and Environmental, LLC Proposal
7. PDCS, LLC Proposal
8. Universal Engineering Services, Inc Proposal
9. Willdan Proposal
10. Agreement - UES
11. Agreement - PDCS

REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

To: All Prospective Proposers

From: Procurement and Contract Management Division

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 Vendorlink, LLC., at: <https://www.myvendorlink.com>. 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.

REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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3	General Instructions
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ATTACHMENT	TITLE
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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 and Acceptance of Terms
J	Statement of No Bid Submittal

EXHIBIT	TITLE
1	Scope of Services and Technical Requirements
2	Sample Standard Agreement
3	Electronic Submissions

REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

SECTION 1 PROJECT OVERVIEW

1.01 INTENT AND PURPOSE

It is the intent of this solicitation to engage one (1) or more qualified firm(s) 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 1, in conjunction with the City building safety staff.

1.02 BACKGROUND

The City of Casselberry was incorporated in 1940, and is generally located at the intersection of U.S. Highway 17-92 and State Road 436. Both of these roads are known for the 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 just 20 minutes northeast of downtown Orlando, Casselberry's city government supports meeting the needs of businesses looking to relocate and/or entrepreneurs who are seeking the right location to jump-start a new enterprise. One of the fastest growing areas in Metro Orlando, Casselberry is an exciting, thriving community in which to do business.

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. Additional City information can be found at: <https://www.casselberry.org/31/About-Us>.

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 terms. 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.

1.04 MINIMUM REQUIREMENTS

The following mandatory minimum requirements have been established, subject to the City's right to waive minor irregularities. The proposer shall provide proof of the minimum qualification by furnishing copies of letters, certificates, etc. (as applicable); which clearly document said 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.

REQUEST FOR PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

Due Date: Thursday, November 14, 2024

- C. **The Firm shall have been in business for a minimum of three (3) consecutive years and maintain an active license to perform similar services as requested in this RFP within the State of Florida.** 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. Proposer shall provide documentation to demonstrate meeting this minimum requirement with your proposal response. Include local business tax receipts, corporation documents with date of inception, and certificate of authority issued through the Department of State in compliance with Florida Statute 607.1501.
- D. Evidence of authority to conduct commercial business in the State of Florida - **Provide Sunbiz report showing your company registered as "Active"**.
- E. Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified herein.
- F. 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.
- G. 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.
- H. Previous experience as a Building Code Administrator with a local municipality is preferred.
- I. 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.
- J. A State of Florida Certification as a Building Code Administrator is required for this position.

Failure to provide the appropriate documentation with your proposal may be grounds for deeming your proposal non-responsive 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 proposal submittal.
 - 3. The terms of the RFP Security Bond shall be:
 - i. The Proposer shall enter into an agreement if awarded to the Proposer;

REQUEST FOR PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

Due Date: Thursday, November 14, 2024

- 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 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,

REQUEST FOR PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

Due Date: Thursday, November 14, 2024

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."

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.

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Tentative Schedule	
Task	Date
RFP Released	Monday, October 14, 2024
Pre-Proposal Meeting (Non/Mandatory)	N/A
Deadline for Questions by Interested Parties	Thursday, October 31, 2024, before 2:00 p.m.
Proposal Due Date and Time	Thursday, November 14, 2024, before 2:00 p.m.
RFP Opening, City Commission Chambers	Thursday, November 14, 2024, 2:30 p.m.
Evaluation and Selection	Thursday, November 21, 2024, 2:00 p.m.
Informal Interviews, if required	November 2024
City Commission Approval of Contract	December 9, 2024

SECTION 3 GENERAL INSTRUCTIONS

3.01 REQUESTING THE SOLICITATION DOCUMENT

The RFP documents may be obtained at no charge from: Vendorlink, LLC., at <https://www.myvendorlink.com>. 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 and Contract Management Division at (407) 262-7700, Ext. 1142. Important: The desire of the City to pursue proposals shall in no way obligate the 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 and Contract Management 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 PRE-PROPOSAL CONFERENCE (Not Applicable)

No Pre-proposal Conference is required, **the date and time will be included in the Project Schedule.** Pre-Proposal Conferences will be held in the City of Casselberry Commission Chambers, located at 95 Triplet Lake Drive, Casselberry, Florida 32707. **Pre-Proposal conference attendance is strongly encouraged.** If the Pre-Proposal conference **is mandatory, attendance is required.**

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IMPORTANT NOTE: It is imperative that all Proposers have a clear understanding of the Scope of Services requirements. Therefore, in the event a mandatory pre-proposal conference is required and/or subsequently scheduled, attendance will be a pre-requisite for submitting a proposal; and proposals will only be accepted from those who are represented at a mandatory pre-proposal conference. Attendance at the pre-proposal conference will be evidenced by the Proposer's/representative's signature on the attendance roster. In the event of a mandatory pre-proposal conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

3.05 INTERPRETATION AND QUESTIONS

All questions relating to this solicitation document must be in writing delivered electronically through email to the attention Procurement and Contract Management 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 and Contract Management 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 and Contract Management 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 and Contract Management 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 and Contract Management Division **prior** to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal.
- E. Addenda will be available to all Proposers and will be uploaded to VendorLink, LLC., at <https://www.myvendorlink.com>.

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 100 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.

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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 letters to identify each required criteria in Section 4. Include slip sheets indicating the tabs, in place of dividers for electronic submissions.
- 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 "D" 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:

- A. A copy of your Articles of Incorporation listing the approved signatories of the corporation, **or**
- B. A copy of a resolution listing the members of staff that are authorized signatories for the company, **or**
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company; **or**
- D. A signed Sunbiz Florida Profit Corporation Annual Report.
- E. Please include this information under Tab "D" of your proposal.

Failure to sign and witness the required forms may result in disqualification of the proposal. Please recheck all forms, including the Price Proposal Form, for appropriate signatures and notarization.

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

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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 and Contract Management 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) proposal electronically through Vendorlink, LLC containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software. The electronic version should include slip sheets indicating the tabs, in place of dividers. **Please include firm’s confidential financial information as a separate document to be uploaded to Vendorlink, LLC.**

3.13 SUBMISSION OF PROPOSALS AND DELIVERY

- A. Proposals shall be **received electronically through Vendorlink** 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.
- B. **Reference Exhibit 3 for instructions regarding Electronic Submissions hereby incorporated into the solicitation.**

3.14 PUBLIC OPENING OF PROPOSALS

Proposals will be announced publicly by the Procurement and Contract Management 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.

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- 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

Proposal responses will address the requirements as set forth herein. Proposers must demonstrate their experience, work performance, background, expertise, and capacity to perform for the City to effectively evaluate the proposals. The proposal should be concise, well organized, and demonstrate the Contractor's full understanding of the project.

4.01 FIRM QUALIFICATIONS AND EXPERIENCE – TAB “A”

A. Cover Letter. (2 pages)

The cover letter shall provide a summary of the services to be provided, cite any exceptions to the standard contract, list the project manager/key staffer and explain the primary reason why the proponent would be the best choice for the contract. The cover letter must be signed by an authorized officer or employee of the firm who has authority to negotiate and contractually bind the organization. The title of the authorized officer or employee, their name, address, e-mail, and phone number must be included. The City intends to correspond only with respondent's authorized officer or employee for all correspondence regarding this RFP. Submitting accurate and updated contact information is the responsibility of the respondent. Obligations committed by such signatures shall be binding.

B. Corporate Background Information (2 pages)

- 1. Legal name, address, and telephone numbers of the principal office (national headquarters), project office and local office (if applicable). If services will be provided from additional locations, provide this same information for these offices.
- 2. Year established.
- 3. Type of organization (partnership, corporation, etc.).
- 4. Name, title, address, E-mail and telephone number of the person to whom correspondence shall be directed.
- 5. Description of the scope of services usually provided by firm.
- 6. Description of projects performed for agencies in the State of Florida during **the last 3 years**.

C. Organizational Qualifications and Experience

Describe the firm's qualifications for performing similar, relevant, or related services. Identify the team's experience pertaining to the following:

- 1. Technical capabilities in term of personnel, equipment and materials, method of assigning work and procedures for maintaining level of service.

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2. Developing innovative approaches and problem solving.
3. Specific knowledge of Florida's requirements as may relate to the scope of services.
4. Facilitating meetings with boards and other agencies to explain studies, structures, and reports.
5. Completing projects within established schedules and budgets.

D. Key Individuals and Qualifications

Identify and include qualifications of specific individuals to be assigned to the project including the individual(s) who would be assigned overall responsibility for performing the services.

1. Include project team resumes. Indicate the Project Team by name and title and specify which services the individuals will provide to the City. Resumes should focus on projects or work performed that is similar in scope to this type of work.
2. Provide a project team organizational chart indicating the primary role and responsibility of each team member.
3. The proposal should clearly associate specific staff to work tasks, estimate the percentage time they will be available to the project and their qualifications.
4. Submit short experience statements for each identified individual, including prime personnel, and their key qualification and experience which makes them suited for their proposed assignment on the project. Full resumes can be included as *an appendix to the proposal*. Every effort should be made to ensure that staff resources identified in the proposal would be available for the project in the event an agreement is awarded to your firm.

E. 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.

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F. Financial Plan

Demonstrate your firm's financial soundness and history of meeting financial obligations. **Please include as a separate attachment to be uploaded to Vendorlink, LLC.**

1. Provide the 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.
2. Describe any impending mergers that may affect your firm's ability to perform and/or complete the work.
3. 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. Proposers may be required to provide additional financial performance information upon request by the City.
4. 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.
5. The proposer 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.

4.02 SIMILAR PROJECTS, PAST PERFORMANCE – TAB “B”

- A. *Client References.* Provide a list of five (5) former clients and representative services in size and scope undertaken in the last ten (10) years, demonstrating experience relevant to this RFP.
- B. Provide each reference's contact person's name, title, address, phone number and email address.
- C. In addition, provide the dates of engagement of services, information, cost of services and total annual contract, description of services, and member(s) of the team including any sub-consultants that performed the services.
- D. Unless otherwise stated herein to submit references in a different manner, please complete and submit **Reference Form** with your proposal response.
- E. 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/WORK PLAN – TAB “C”

- A. *Work Plan/Technical Approach/Project Management.* Outline your project management approach including how you will address competing timelines and inter-project dependencies. Submit a work plan for each task for carrying out the scope of services described in this RFP, including strategy, tools, techniques, critical path items, and decision points which reflect an understanding of the City's requirements. Assumptions, desired outcomes, and deliverables must be included as part of your firm's approach to each major task area.
- B. *Schedule:* Describe the task and overall project schedule; highlighting any critical path items and essential input or staff requirements. Provide a project implementation schedule for proposed services including any management and planning strategies.

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- C. Confirm the adequacy of resources, including personnel, availability of personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
- D. 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.
- E. Explain any proposed innovative concepts that may enhance the value and quality of the services to be performed.
- F. Validate the current and projected workload of Firm.

4.04 RFP REQUIRED FORMS – TAB “D”

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

- 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 and sign 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. **Scrutinized Companies Certification.** If applicable, Proposers must complete and submit with their response the **Contractor Certification Regarding Scrutinized Companies**.
- H. **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**.
- I. **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 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.
- J. **Tax Identification Number (TIN).** All Proposers shall furnish a completed W-9 with proposal submittal. A tax identification number is required to do business with the City.

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4.05 PRICE PROPOSAL – TAB “E”

The **Price Proposal and Acceptance of Terms Form**, shall be completed, signed 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:

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

4.06 ADDITIONAL INFORMATION – TAB “F” (No assigned points)

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 and is not included in the 75-page count.

In this section, include any exceptions to the City’s Standard Contract for Services Agreement and any agreements that will need to be considered to be included with the final agreement.

SECTION 5 EVALUATION PROCESS

EVALUATION CRITERIA

Phase I – Written Submittal

Evaluation Criteria – Phase I (Written Submittal)		
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

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Phase II – Informal Interviews

The Evaluation Committee may shortlist three (3) firms and may require informal interviews. Each firm will be notified of the schedule for the informal interview, questions, the structure of the meeting, and criteria. Informal interviews will be evaluated using the Adjectival Scoring System. The interview format will be at the discretion of the Evaluation Committee and may include, but not be limited to the following.

Evaluation Criteria – Phase II (Informal Interview)		
Tab Assignment	Category	Maximum Points
A	Firm's Qualifications and Experience	30
B	Project Approach	15
C	Scheduling and Firm Availability	15
D	Price Proposal/Fee Schedule or Best and Final Offer	40
MAXIMUM TOTAL POINTS		100

A. Firm's Qualifications and Experience

1. Introduce specific individuals to be assigned to the project and specify their experience and which services the individuals will provide to the City, including Project Manager and Field Supervisor. Identify subcontractors and work to be performed by subcontractors.

B. Project Approach

1. Please describe your specific project approach to handling the project as outlined in Exhibit 1.
2. Discuss any challenges anticipated for this project and solutions to these services.

C. Scheduling and Firm Availability

1. Describe any potential scheduling conflicts or delays and how they will be avoided.
2. Discuss availability of firm and individual project team members.

D. Price Proposal/Fee Schedule

1. Best and Final Offer (BAFO) due date to be determined.
2. The short-listed firms may be requested to submit a BAFO.

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)

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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.

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

- 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 with 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.

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- B. An initial review is performed by the Procurement and Contract Management 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.

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 DETERMINATION OF TOP RANKED PROPOSER

The Evaluation Committee may rank and shortlist firms based upon the criteria established herein, and select firms deemed to be in the competitive range. 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

- A. The City may request the top ranked firms to participate in presentations or informal interviews with the Evaluation Committee.
- B. The Procurement and Contract Management 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.
- C. 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.
- D. Questions. When appropriate, Procurement will provide questions, in advance, of the presentations. (e.g. relative to qualifications, use of software, capacity to furnish the required services, quality control, project management and other relevant questions.)
- E. The Proposer will address all questions in their presentation and may provide additional materials. Additional materials should also be provided in digital format.
- F. Evaluation. The City will provide the method for evaluation, criteria and weights, of the presentations/interviews in advance.
- G. 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

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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 and Contract Management 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, 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 City's Procurement 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 TABULATION/SHORTLIST

As applicable, a tabulation or the Evaluation Committee's shortlist will be posted on website VendorLink, LLC., at: <https://www.myvendorlink.com>. Proposers may also call the Procurement and Contract Management Division for results.

5.10 NOTICE OF INTENT TO AWARD

The Procurement and Contract Management Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on website VendorLink, LLC., at: <https://www.myvendorlink.com>.

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 Manager. The protest shall be received in the Procurement and Contract Management 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 Procurement Policy.

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- B. Any Proposer or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Intent to Award Protest, in writing, with the Procurement and Contract Management Division Office, by 5:00 p.m. on the third (3rd) business day after the Notice of Intent to Award is posted. A Notice of Intent to Award Protest is not valid if filed by a Proposer who cannot show they would be awarded the Contract if their protest is not upheld in accordance with Section VIII of the City of Casselberry Procurement Policy.
- C. The decision of the City Commission shall be final and conclusive.

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 and Contract Management 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

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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 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.

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6.03 PROMPT PAYMENT ACT

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

6.04 OPEN

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 or ap@casselberry.org. 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 and Contract Management 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

A. 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. Information concerning this requirement can be found at the City's website at

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<https://www.casselberry.org/731/Business-Tax-Receipts>. Include a copy of your firm's **Local Business Tax Receipt** with your proposal submittal.

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 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 Bidder to ensure compliance with the Conflict of Interest provisions of the City of Casselberry Procurement 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 proposer and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful proposer 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 proposer'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.

Proposers are advised that the City will not accept limitations on liability. The successful proposer will be fully liable for all damages and events caused by the successful Proposer without any limitations as to dollar amount. The City will pursue liable proposers to the extent allowed by law. Any proposal received that limits liability to the amount of the proposal will be considered non-responsive and the proposer non-responsive, and, as such, the proposal will not be accepted by the City.

6.15 INDEMNIFICATION

- A. The Consultant indemnifies, defends, and holds harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees where recoverable by law, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement, including all subconsultants. The CONSULTANT recognizes the broad nature of this indemnification and hold harmless clause 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, 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 CONSULTANT of its liability and obligation to hold harmless and indemnify the CITY as

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set forth in this article of the Agreement. The CONSULTANT shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

- B. The CONSULTANT agrees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement.
- C. In any and all claims against the City, or any of its officers or employees, by any person employed or utilized by the Consultant in the performance of this Agreement, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Consultant, or any other person or organization.

6.16 INSURANCE REQUIREMENTS

- B. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's **Local Business Tax Receipt** with your proposal submittal.
- C. The successful Proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in the **Insurance Requirements**, to the Procurement and Contract Management 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.
- D. 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 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.

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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 and Contract Management 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 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.

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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 and Contract Management 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 and Contract Management Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Procurement and Contract Management Division, in writing, by the date stipulated in the tentative schedule herein.

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 and Contract Management Division.

6.26 OFFICE OF RECORD

The City of Casselberry Procurement and Contract Management Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Procurement and Contract Management Division may be reached Monday through Thursday between 7:00 A.M. to 6:00 P.M., Local Time 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 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.

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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 knowingly employ or contract with an illegal alien to perform work under the awarded agreement as a result of this solicitation process.

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6.34 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract and shall result in the immediate termination of this Agreement without penalty to the City. The Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. Should the Agreement be terminated pursuant to this subsection, Contractor will not be eligible to be awarded a public contract with City for one (1) full calendar year after the date on which the Agreement was terminated.

If the City Contractor utilizes Subcontractors, the following shall apply:

- A. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- B. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- C. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

The Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify program.

Nothing in this section may be construed to allow intentional discrimination of any class of persons protected by law.

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

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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. Proposal 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. Proposal pricing forms with imbedded mathematical formulas: Interactive proposal pricing forms that contain mathematical formulas may be provided to automate lengthy and complex proposal price forms. In the event proposal price forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Proposer shall prevail.
3. Proposer shall assume the responsibility and accuracy of the information input in the proposal price form and therefore shall verify that the calculations are correct before submitting their proposal.
4. Regardless of the type of proposal price form used, all proposals 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 proposal requirements and industry and market conditions, the proposal will be presumed to be unbalanced. Examples of unbalanced bids/proposals include:

- a. Proposals showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids/proposals.
- b. Proposal prices that substantially deviate, either higher or lower, from those included in the pricing of other competitive proposals for the same line item unit costs.
- c. Proposals where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a proposal 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 Proposer obtained and upon which the Proposer relied upon to develop its proposal. The City reserves the right to deem any presumptive unbalanced bid/proposal where the proposer is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

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6.39 FRONT LOADING 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 proposals within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids/proposals could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Proposer to complete the Work or otherwise creating an appearance of an undercapitalized Bidder or Proposer.

In the event the City determines that a proposal 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 Proposer obtained and upon which the Proposer relied upon to develop the pricing or acquisition timing for the proposed items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids or proposals where the proposer 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 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 Cuba or 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

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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 \$195,000 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 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

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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 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:

- A) Criteria for Breaking Initial Evaluation Ties. If two (2) or more top ranked proposers are tied, and it is necessary to break the tie, the tie shall be broken as follows:
- 1) Proposer with highest score for Project Approach and Technical Understanding.
 - 2) Highest ranked Proposers will be invited to interviews/ presentations.
 - 3) A re-evaluation and scoring of only the highest ranked tied proposers.
- B) Criteria for Breaking Presentation Ties.
- 1) Proposer with highest score for demonstrated Understanding of the Project and Design Methodology.
 - 2) A re-evaluation and scoring of only the highest ranked tied proposers.

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Attachment "A"
Insurance Requirements

A. Insurance. The successful Proposal/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 Proposer/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 Proposer/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
Professional Liability (errors and omissions)	\$500,000.00
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 Proposer/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 Proposer/Contractor and/or subcontractor shall provide the City's Procurement and Contract 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,
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

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City of Casselberry
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 AND CONTRACT MANAGEMENT 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 Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Proposer/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 Proposer/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 Proposer/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 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 Statement

- A. This sworn statement is submitted with Proposal/ITN, or Contract Number RFP-2025-1237, 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 restraints 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.

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D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

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

Typed Name of AUTHORIZED SIGNATORY

Title

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: _____

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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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

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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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

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

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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 Proposer'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

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Attachment "G"
Proposed Schedule of Subcontractor Participation

☐ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: RFP-2025-1237	
Title: Building Official Services		Total Project Amount: \$	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract 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

When applicable, the Proposer, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Proposed Schedule of Subcontractor Participation**, 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 Number

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

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Attachment "H"
Contractor Certification Regarding Scrutinized Companies

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may 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, and is not engaged in business operations in Cuba or Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations Cuba or Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

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.

Proposer/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

REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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 and Contract Management Division, 95 Triplet Lake Drive, Casselberry, Florida 32707.

I/WE HAVE DECLINED TO SUBMIT A BID FOR _____, [Number] titled _____ [TITLE] 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	
_____	_____	

REQUEST FOR PROPOSALS
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Exhibit "1"
Scope of Services/Technical Requirements

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 Citizen Serve software. There are five (5) staff members in the Building Division. The Building Permitting Manager manages the day-to-day operations of the building division. The Contractor will work directly with the Building Permitting Manager to process, issue and inspect all permits. The Contractor can utilize the remaining staff members for assistance as needed for inspection and plan review services.

The City issued the following number of permits in the past three (3) years:

Fiscal Year	Permit Revenue		
	Building Permit	Application	Plans Review/ Inspection
2022	\$1,121,400.43	N/A	N/A
2023	\$1,542,493.21	N/A	N/A
2024	\$1,038,298.66	N/A	N/A

Fiscal Year	Number of Permits Issued
	Building Permits
2022	2,717
2023	3,329
2024	2,541

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 as needed.
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 and City staff for inspection related questions.
4. Provide constant communication regarding inspection requests, delays, etc. with the Building Services

REQUEST FOR PROPOSALS
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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. One (1) inspector available to work each Friday to cover residential building inspections including roofs, doors, windows and electrical etc. No commercial inspections on Friday. No mechanical inspections on Friday.
12. Be available on call for weekends, after-business hours and holidays.
13. Provide turnaround time for plan review process for both residential and commercial properties.
14. Provide timely customer service when responding to plan review questions.
15. Provide constant communication regarding plan review times with the Building Permitting Manager and, when necessary, the Building Official and the Community Development Director.
16. Use the mobile device(s) as provided to the Contractor by the City to result inspections in a timely manner.
17. 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.
18. 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 and Inspectors are contracted positions 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.

REQUEST FOR PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

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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.

City of Casselberry | Procurement and Contract Management Division
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REQUEST FOR PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

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Exhibit "2"

Sample Standard Agreement

A Sample Standard Agreement consisting of twenty-one (21) pages, is hereby incorporated into the solicitation and made available as an individual document to be downloaded from Vendorlink, LLC.

REQUEST FOR PROPOSALS
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Exhibit “3”
Electronic Submissions

The City will now receive proposal submittals through the online solicitation management portal, Vendorlink, LLC. You may enter information and upload completed forms/documents using the Vendorlink, LLC portal.

Vendors must have an established account in advance of uploading submissions.

When submitting an offer electronically through the solicitation posting portal, please allow sufficient time to complete the online forms and upload documents. The solicitation offer will end at the closing time listed in the solicitation. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will not be received by the system.

It is recommended that the submission process be completed **the day prior to the due date**, with the knowledge that any changes/updates will be accepted up to the due date and time.

If technical difficulties arise during submission of the Solicitation response, it is the Submitting Vendor's responsibility to contact VendorLink, LLC technical support. For support, click on the “Help” link on the Solicitation Posting portal; or email support@evendorlink.com.

NOTE: In the event, there is a verified technical issue with the Platform (and not user/Vendor issues) that prevents all Vendors from submitting a response within the two (2) hours immediately before the due time, the City may issue an addendum to extend the solicitation due date and time. However, the technical issue must be a result of the Platform provider (VendorLink, LLC) and affect all participating Vendors. The City shall verify the technical issue or unavailability of the Platform with VendorLink, LLC, the system provider. Technical issues localized to a single vendor will not be considered cause for an extension.

City shall not be responsible for delays caused in any occurrence.

Submission Steps:

1. Submit Proposals electronically through [VendorLink](#).
2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); checkmark must be placed in the checkbox next to the file type to be uploaded prior to clicking the Add Document(s) button. The Vendor Files table must have at least one document uploaded with the File Type requested, otherwise the Platform will not allow the vendor to change the status from whatever was Submitted.
3. Enable printing on files submitted.
4. Clearly identify the Solicitation Number, Name, Submission Date, and Bidder Name on the Response Cover Page on Bidder's letterhead.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
6. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
7. Follow all instructions outlined in this Solicitation and provide all requested information.

Evaluations

Phases

Criteria

Evaluators

Respondents

Raw Scores

Final Scores

Documents

The Final evaluation scores below are grouped by phase(s).

Phase I

Status

Locked

Sort By Name

Evaluation Details

Criteria	Firm`s Qualifications and Experience	Similar Projects/References	Project Approach	Price Proposal/Fee Schedule	Total
Weight	30	15	15	40	100
PDCS, LLC	24.00	12.00	9.75	34.00	79.75
Universal Engineering Sciences, LLC	27.00	12.00	12.00	28.00	79
NOVA Engineering and Environmental, LLC	18.00	9.75	10.50	32.00	70.25
M.T. Causley, LLC	18.00	10.50	10.50	28.00	67
Willdan Engineering	18.00	10.50	10.50	28.00	67
Bureau Veritas North America, Inc.	15.00	10.50	10.50	28.00	64

The Final evaluation scores below are grouped by phase(s).

Phase I

Phase II

Status

Locked

Sort By Name

Evaluation Details

Move to Previous Phase

Criteria	Firm`s Qualifications and Experience	Project Approach	Scheduling and Firm Availability	Price Proposal/Fee Schedule	Total
Weight	30	15	15	40	100
Universal Engineering Sciences, LLC	28.13	12.19	13.13	27.50	80.94
PDCS, LLC	18.75	10.31	10.31	32.50	71.88



**BUREAU
VERITAS**

RESPONSE TO REQUEST FOR PROPOSAL FOR **CITY OF CASSELBERRY, FL** RFP-2025-1237 BUILDING OFFICIAL SERVICES

Presented to

City of Casselberry
Elsie Burgess, Purchasing Specialist
Procurement and Contract Management Division
95 Triplet Lake Drive
Casselberry, Florida 32707
P. 407.262.7700, Ext. 1142
E. procurement@casselberry.org

November 14, 2024

Contact Regarding This Proposal

Van Tran, C.B.O.

Vice President, Plan Check & Inspections – Central & East Region
Bureau Veritas North America, Inc.
1422 S. Narcoossee Road
St. Cloud, FL 34771
407.556.0027 (Office) | 214.876.6855 (Mobile)
van.tran@bureauveritas.com

Cynthia Jones

Business Development Manager
Bureau Veritas North America, Inc.
1422 S. Narcoossee Road
St. Cloud, FL 34771
P: 407.973.0511
cynthia.jones@bureauveritas.com

Proposal No. 9762225

BUREAU VERITAS 1422 S. Narcoossee Road, St. Cloud, FL 34771
P 407.556.0027 | F 407.517.4467 | www.bvna.com

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TAB “A”

**FIRM QUALIFICATIONS
AND EXPERIENCE**



B U R E A U

V E R I T A

TAB A: FIRM QUALIFICATIONS & EXPERIENCE

A. COVER LETTER

November 14, 2024

Elsie Burgess, Purchasing Specialist
City of Casselberry
Procurement and Contract Management Division
95 Triplet Lake Drive
Casselberry, Florida 32707
P. 407.262.7700, Ext. 1142
E. procurement@casselberry.org

RE: Proposal in Response to RFP-2025-1237 Building Official Services

Dear Ms. Burgess,

Bureau Veritas North America, Inc. (BV), is pleased to present the following proposal to deliver **Building Official Services** of the highest caliber to City of Casselberry (the City), one of the fastest growing areas in Metro Orlando. BV's submittal will highlight the firm's experience providing similar services for other cities, counties, and building departments in the State of Florida. The firm possesses the breadth and depth of resources, skills, and expertise needed to conduct services in accordance with, and pursuant to, the Florida Building Codes and other applicable federal, state and local law, rules, regulations and requirements. BV is an industry leader in the code compliance sector and takes great pride in its ability to provide exemplary services to its municipal clients. Our firm is consistent in our approach in giving clients a close-knit presence found in smaller firms while possessing the support of a national firm.

BV is keenly aware of the desire for high-quality customer service, timely reviews, reliability, responsiveness, and cost-effective solutions. The firm's commitment to providing accurate and appropriate solutions to its clients and ability to quickly and effectively meet the needs of the communities the firm serves makes BV an ideal partner. BV is dedicated to providing a collaborative and solution oriented approach to the provision of Building Official Services which will foster a successful and rewarding partnership.

We offer optimal solutions to deliver quality services:

- Unparalleled building official, building inspection and plan review expertise
- Established relationships to ensure timely reviews, transparency, and responsiveness
- Depth of resources and close proximity to maximize flexibility and deliver quality services
- Personalized local support
- State of Florida, Department of Business and Professional Regulation licensed and certified professionals as well as Architects and Engineers registered with the State
- Electronic review and web-based document control best practices to consistently meet turn-around schedules and streamline communication
- Proven experience providing services throughout the Florida Region

TAB A: FIRM QUALIFICATIONS & EXPERIENCE

A unique feature of Bureau Veritas is that the company, as a whole, is subject to the high standards of the ISO 9001:2015 Quality Management System. This system is applied to our entire operation and periodic audits certify the company continues to be in full compliance. This assures our clients that wherever our services are provided, they will be accurately prepared and the deliverables will be received in a timely manner.

BV is committed to meeting and exceeding agreed upon turnaround times. Furthermore, the firm can offer a web-based electronic plan review and document control system which will give City of Casselberry around the clock access to critical plan review information. BV possesses the staff continuity, depth of resources, and proven track record for reliable, responsive service and timely reviews. BV believes its experience and expertise providing these services to public jurisdictions make it the right choice for the City's needs.

Services to the City will be provided out of the firm's office located in St. Cloud, FL (1422 S. Narcoossee Road, St. Cloud, FL 34771; 407.556.0027). The firm possesses the requisite resources and expertise needed to deliver on the full scope of work presented in the City's RFP and will not be collaborating with any sub-contractor partners during the execution of the newly establish contract. **Van Tran, C.B.O. Vice President, Plan Check & Inspections – Central & East Region, will be the BV's point of contact during the period of proposal evaluation and is authorized to bind the firm to negotiate and contractually bind the organization.** His contact information can be found below. **Judson Dulany, BU, PX, BN** will fulfill the role of **Project Manager/ Key Staffer** and is a highly experienced industry professional who will work closely will other key staff members and the City of Casselberry to ensure a successful relationship.

BV acknowledges that the contents of the submittal are true and accurate, and that the requirements of this RFP can be met. We acknowledge our intent to execute an agreement with City of Casselberry. **BV fully accepts the terms of the contract and takes no exceptions to the agreement.**

BV is eager to continue its successful, professional relationship with City of Casselberry through the augmentation of the City's staff when called upon, promoting transparency in its work, improving efficiencies, and exceeding the City's expectations.

Thank you for your time and consideration of this proposal and our qualifications.

Sincerely,



Van Tran, C.B.O. (Contract Liaison)

Vice President, Plan Check & Inspections – Central & East Region
Bureau Veritas North America, Inc.
1422 S. Narcoossee Road
St. Cloud, FL 34771
407.556.0027 (Office) | 214.876.6855 (Mobile)
van.tran@bureauveritas.com



Cynthia Jones

Business Development Manager
Bureau Veritas North America, Inc.
1422 S. Narcoossee Road
St. Cloud, FL 34771
P: 407.973.0511
cynthia.jones@bureauveritas.com

TAB A: FIRM QUALIFICATIONS & EXPERIENCE

B. CORPORATE BACKGROUND INFORMATION

Firm Background

Bureau Veritas is a multinational corporation with a history which includes over 196 years of providing worldwide regulatory compliance service to industry and governmental agencies. Founded in 1828, Bureau Veritas is a global leader in quality assurance, health, safety, and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations and with over 82,000 employees, the firm has unparalleled resources to manage projects requiring a broad range of expertise across vast geographies. With operations in 140 countries and all continents, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world. Bureau Veritas has provided services to the State of Florida for the past 18 years. The firm's local presence allows it to provide timely delivery and exceptional customer service in the most cost-effective manner and it is the top independent environmental consulting firm and largest elevator inspection firm in the United States.

Within the United States, Bureau Veritas North America, Inc., a corporation incorporated in the state of Delaware in 2003, is recognized as being the largest code compliance firm in the nation with over 4,000 employees working out of 100+ offices. Many of the firm's staff have been public agency employees or augmented public agency personnel who know and understand government processes. Consequently, BV is ready to step in immediately at whatever level the City requires and bring one integrated source to meet its needs.

National Headquarters Office:

Bureau Veritas North America, Inc.
16800 Greenspoint Park Drive, Suite 300S
Houston, TX 77060
P. 281.986.1300

Local Office:

Bureau Veritas North America, Inc.
1422 Narcoossee Road
St. Cloud, FL 34771
P. 407.556.0027

Direct Correspondence to:

Van Tran, C.B.O.
Bureau Veritas North America, Inc.
1422 Narcoossee Road
St. Cloud, FL 34771
Email: van.tran@bureauveritas.com
Phone: 407.556.0027 (Office) | 214.876.6855 (Mobile)

The firm has provided conceptual design review, plan review (e.g., structural, mechanical/plumbing, electrical, fire, access compliance, architectural, civil, etc.), building official, permitting, and inspection services for more than 500 municipalities throughout the United States. BV's clients include jurisdictions of all sizes, multiple universities and education institutions, and high profile projects.

C. ORGANIZATIONAL QUALIFICATIONS AND EXPERIENCE

What Sets BV Apart

BV understands while the company offers a wide range of services, not every client needs the same solutions. The firm's ability to offer a variety of customizable services for each client makes BV an ideal partner. The firm is committed to timely and ongoing communication with both the City and applicants and is dedicated to working closely with stakeholders to address deficiencies in an effort to expedite the plan review, approval and inspections processes. BV's team will consistently share best practices and discuss resolutions to code interpretations and deficiencies.

Stability, Capacity, and Resources

BV is in good financial standings and committed to the provision of services of the very highest quality. The firm has the capacity to seamlessly augment its staffing and resources, if needed, to ensure a project is appropriately supported and effectively fulfilled.

TAB A: FIRM QUALIFICATIONS & EXPERIENCE

The firm will provide all necessary resources, materials, equipment, tools, and technology to its staff. Each office has a substantial library which is continually updated with the most current code books and reference materials. BV professionals are capable of providing the scope of services requested from the City.

Knowledge and Expertise

BV has extensive resources and a large pool of licensed and certified experts who are equipped to handle all of the City's needs. The firm's professionals have extensive experience in educational, residential, commercial, industrial, and other related projects of all sizes and complexities, allowing them to tailor solutions specifically to the client. BV and its proposed locally-based staff for this contract have a long-established history working for nearby municipalities with regards to the delivery of code enforcement services. Consequently, the firm can leverage a breadth of code compliance, inspections, and permit processing expertise and offer highly qualified engineers and State of Florida, Department of Business and Professional Regulation certified staff who are familiar with Florida's requirements as they related to the scope of services and can quickly respond to inquiries, inspection requests, and meetings. The BV team is able to facilitate meetings with boards and other agencies to explain studies, structures and reports and complete projects within established schedules and budgets.

Certified and Accredited to High Standards: Bureau Veritas is recognized and accredited by major national and international organizations. More than any other company, Bureau Veritas must be exemplary in Quality, Health, Safety and Environment (QHSE). Being a recognized leader in these fields and thus having these competencies in its DNA, BV is continuously improving internal processes to better protect the health and safety of its employees, while also minimizing its impact on the environment and delivering added-value services to its clients. To demonstrate its commitment to high standards,

Bureau Veritas was audited by independent third parties to achieve the ISO 9001:2015 Certification and IAS AC251 Accreditation.

ISO 9001:2015 Quality Management System Certified: ISO 9001:2015 specifies requirements for a quality management system where an organization:

- Needs to demonstrate its ability to consistently provide service that meets customer and applicable statutory and regulatory requirements
- Aims to enhance customer satisfaction through the effective application of the system, including processes for continual improvement of the system and the assurance of conformity to customer and applicable statutory and regulatory requirements
- Bureau Veritas achieved ISO 9001 in 2007 and is audited annually.

IAS AC251 Accreditation: In 2010, Bureau Veritas proudly became the first company to achieve accreditation under the International Accreditation Service (IAS) Third-Party Permitting, Plan Review and Inspection Service Providers Accreditation Program (AC 251). AC251 outlines requirements for the accreditation of third-party nongovernmental providers of building department services and thus recognizes the important role that private firms play in ensuring public safety. The goal of this program is to provide accreditation to independent providers of building department services based on quality management principles and best practices, and to ensure that the outstanding safety record of buildings in the U.S., in comparison to buildings elsewhere in the world, is maintained.

Plan Review Services

BV personnel have performed and managed plan reviews for literally thousands of projects. Project types include high-rise hotels and office buildings; institutional occupancies such as jails, shipping facilities, and room additions; single-family tract and custom homes; tilt-up shells; tenant improvements; and infrastructure, including roads and wet and dry utilities. Our staff has considerable review experience

TAB A: FIRM QUALIFICATIONS & EXPERIENCE

of virtually any structure requiring permits, plan reviews, and inspections. With such a large and licensed plan review staff, we are able to manage numerous, complex projects simultaneously, as well as provide discipline-specific plan reviews (e.g., structural, mechanical/plumbing, electrical, fire, access, street, drainage, map, and civil infrastructure).

As the largest plan review firm in the United States, BV provides full-service code consulting and plan review services. Our team provides plan reviews for compliance with a variety of codes, including the Florida Codes as adopted by the City. We have specific experience working through a variety of challenges, including, but not limited to, infill commercial development; adaptive reuse and change of occupancies of existing buildings; retrofit of un-reinforced masonry or soft-story buildings; large commercial shopping centers and mixed-use multi-family developments; live-work projects; and high tech, research, and development facilities.

We offer the following plan review services to the City:

- Architectural, fire & life safety plans examination
- Structural plans examination
- Energy code plans examination
- Accessibility requirements, including:
 - » Barrier-free plans examination requirements
 - » Accessibility Review
- Mechanical, plumbing & electrical code plans examination
- Review/approval of alternative materials/design & methods of construction
- Fire plan review, including:
 - » Fire sprinkler
 - » Fire alarm
 - » Smoke detection and dampers
 - » Underground

- Civil plans examination, including:
 - » Grading and drainage
 - » NPDES/SWPPP
 - » Development
 - » Infrastructure
 - » Water and wastewater
 - » Sewer
- Green building and LEED consulting, including:
 - » LEED submittal consultation
 - » Green building consulting
 - » ENERGY STAR verification
 - » Energy efficiency audits
 - » Chain of Custody (COC) certification

Building Inspection Services

BV inspectors are State of Florida, Department of Business and Professional Regulation and ICC certified and have extensive experience in the construction trades as well. Fast-track projects may be built into small phases based on incremental design and fabrication steps. In such cases, the firm's inspection team keeps daily logs to track corrections and plan review changes.

BV's inspection teams also have the capacity to provide on-call building inspection services to cover staff vacation time, peak work loads, specialized inspection activities, and any other situations which may arise. These activities include next-day inspections and same-day response to important or urgent requests. BV's building inspection services can be adjusted to provide a high level of coordination specifically suited to the design-build concept.

Building Official Services

BV can serve as Building Official, including 24-hour, emergency on-call services as needed. We can work directly with City staff to prepare acute interpretations of the Code requirements, to adopt and process new codes and their requirements, and to act as a general point of contact for the jurisdiction. We can also provide support and direction necessary to facilitate timely and efficient work amongst the jurisdictional

TAB A: FIRM QUALIFICATIONS & EXPERIENCE

staff and other departments. Our building officials can analyze applicable ordinances and resolutions of jurisdictions and make recommendations for approval of appropriate code adoptions, amended as necessary in accordance with the applicable code, to implement an effective and compliant code enforcement program. We are current on applicable code requirements adopted at the state and federal levels and inform and implement as necessary for jurisdictional compliance.

BV's building official will attend staff, board, and council meetings as required and mutually agreed upon and will oversee other firm staff as well as provide guidance for City staff, applicants, designers, and contractors to navigate the code. BV's building official and support team will be up to date on code changes and will assist in implementing those changes.

Typical duties of the building official can include:

- Manage and oversee the building department
- Perform on-site plan check and inspections for the City
- Guide inspectors and plan reviewers on adopted codes and local amendments
- Make recommendations regarding local amendments and code adoption
- Serve as liaison between BV and the City
- Serve as liaison between the building department and other City departments
- Attend meetings as requested and agreed upon
- Report building department activities as requested and agreed upon
- Assess applicant and client satisfaction
- Attend pre-submittal meetings when needed
- Assist in improving the processes and procedures of the building department, if requested



TAB A: FIRM QUALIFICATIONS & EXPERIENCE

COMPETENCE THROUGH CERTIFICATION - INTERNATIONAL CODE COUNCIL

Building safety depends on more than codes and standards. Service levels of the highest quality during the provision of these services result from providing trained professionals with the resources and ongoing support necessary to stay current with the latest advancements in the building safety field. ICC certification ensures competent building and fire safety individuals are involved in the critical building approval process. It also helps to continue attracting an increasing level of competence and professionalism into the building code community. The ICC certification represents the BV team's commitment to providing professional and qualified staff to the firm's clients.

- | | | | |
|--------------------------------------|--------------------------------------|--|-------------------------------------|
| ✓ Accessibility Inspector | ✓ Certified Mechanical Code Official | ✓ Electrical Plans Examiner | ✓ Mechanical Plans Examiner |
| ✓ Accessibility Plans Examiner | ✓ Certified Plumbing Code Official | ✓ Energy Code Specialist | ✓ Plumbing Inspector |
| ✓ Building Inspector | ✓ Combination Inspector | ✓ Fire Inspector I | ✓ Plumbing Inspector UPC |
| ✓ Building Plans Examiner | ✓ Combination Plans Examiner | ✓ Fire Inspector II | ✓ Plumbing Plans Examiner |
| ✓ Certified Building Code Official | ✓ Commercial Combination Inspector | ✓ Fire Plans Examiner | ✓ Residential Building Inspector |
| ✓ Certified Building Official | ✓ Commercial Energy Inspector | ✓ Green Building Residential Examiner | ✓ Residential Combination Inspector |
| ✓ Certified Electrical Code Official | ✓ Commercial Energy Plans Examiner | ✓ Property Maintenance & Housing Inspector | ✓ Residential Electrical Inspector |
| ✓ Certified Fire Code Official | ✓ Disaster Response Inspector | ✓ Master Code Professional | |
| ✓ Certified Housing Code Official | ✓ Electrical Inspector | ✓ Mechanical Inspector | |
| | | ✓ Mechanical Inspector UMC | |

BV's highly qualified staff hold the following DBPR licenses:

- | | | | |
|----------------------------------|-----------------------------|------------------------------|-------------------------------|
| ✓ Standard Plans Examiner | ✓ Family Dwelling Inspector | ✓ Electrical Inspector | ✓ Florida Licensed Architects |
| ✓ Family Dwelling Plans Examiner | ✓ Standard Inspector | ✓ Plumbing Inspector | |
| | ✓ Mechanical Inspector | ✓ Florida Licensed Engineers | |



TAB A: FIRM QUALIFICATIONS & EXPERIENCE

D. KEY INDIVIDUALS AND QUALIFICATIONS

BV has assembled a team of experts who are equipped to continue the provision of exemplary deliverables associated with Building Official Services, including Plan Review and Inspection, to City of Casselberry. Each individual brings a wealth of knowledge unmatched by any other company and has been specifically chosen for their experience in performing the required scope of work detailed in the RFP as well as their extensive list of certifications and licenses. The organizational chart below illustrates lines of communication and which services the firm's project team will provide to the City. Key team member qualifications, including educational backgrounds, experience, and professional licenses/certifications, are included in the matrix on the following pages and resumes may be found in the Appendix. The percentage of time the Project Manager will be available to the project is 90%, while the Plan Review Engineer, Plan Reviewers and Inspectors will be available 85%.



TAB A: FIRM QUALIFICATIONS & EXPERIENCE

Key Team Member Qualifications Matrix			
Name	Education	Exp.	Licenses and Certifications
Judson Dulany, BU, PX, BN Project Manager / Building Official / Plans Examiner / Inspector	A.A. Degree, Business	35+ years	Florida DBPR: Building Code Administrator - BU1990; Building Plans Examiner - PX3626; Building Inspector - BN6644; Building Contractor - CBC058100; Roofing Contractor - CCC057998; Home Inspector - HI5254; Certified Flood Plain Manager
Murat Kizikli, P.E., S.I. Plan Review Engineer	B.S., Civil Engineering	10+ years	Registered Professional Engineer: FL #70087; GA #PE041193; Florida DBPR: Standard Inspector; Certified General Contractor
John Boden, M.C.P., C.B.O. Plan Reviewer and Inspector	ICC Training	7+ years	ICC Master Code Professional; Florida BCAIB Plans Examiner and Inspector; Florida BCAIB Building Code Administrator; Florida Fire Safety Inspector I; US Army Ammunitions; Specialist/MLRS Crewmember; Florida CILB Certified General Contractor
Joshua Munson Plan Reviewer	College Courses	12+ years	Journeyman Electrician License; ICC Certified: Commercial Electrical Inspector; Electrical Plans Examiner; Florida: Electrical Inspector; Electrical Plans Examiner; Fire Inspector & Plans Examiner; Commercial Building Plans Examiner
John Taylor, C.B.O. Plan Reviewer and Inspector			Building Code Administrator; Standard Plans Examiner; Residential Plans Examiner; Standard Inspector; Residential Electrical Inspector; ICC Certified: Building Official; Building Code Specialist; Building Code Official Building Plans Examiner; Building Inspector; Coastal and Floodplain Inspector; Building Plans Examiner; Commercial Building Inspector; Commercial Plumbing Inspector; Residential Building Inspector; Residential Plumbing Inspector; Residential Mechanical Inspector; Residential Electrical Inspector

TAB A: FIRM QUALIFICATIONS & EXPERIENCE

Key Team Member Qualifications Matrix			
Name	Education	Exp.	Licenses and Certifications
Anthony Warren, C.B.O. Plan Reviewer and Inspector		20 + years	Florida Licensed: Standard Plans Examiner – Building, Mechanical Residential Plans Examiner; (Florida Standard Inspector - Building, Residential, Mechanical, Coastal Construction; Building Code Administrator; Diversity, Equity and Inclusion in the Workplace Certificate; (University of South Florida); Certified General Contractor AACE Licensed: Code Enforcement Administrator; Code Enforcement Officer; Property Maintenance and Housing Inspector; Master Code Enforcement Professional ICC Certified: Fire Plans Examiner; Commercial Building Inspector; Commercial Plans Examiner; Commercial Mechanical Plans Examiner; Commercial Mechanical Inspector; Commercial Plumbing Plans Examiner; Commercial Plumbing Inspector; Combination Res. Building Inspector; Residential Plans Examiner; Accessibility Inspector/Plans Examiner; Res. Energy Inspector/Plans; Examiner; Building Code Specialist; Housing and Zoning Code Specialist; Zoning Inspector; Coastal and Floodplain Construction Inspector; Certified Building Official; Code Enforcement Administrator; Code Enforcement Officer; Property Maintenance and Housing Inspector

TAB A: FIRM QUALIFICATIONS & EXPERIENCE

Key Team Member Qualifications Matrix			
Name	Education	Exp.	Licenses and Certifications
Zachary Fitts Plan Reviewer and Inspector	B.S., Civil Engineering	2+ years	Florida Certified: Standard Inspector, #BN8854 ICC Certified: Commercial Building Inspector Residential Building Inspector; Building Inspector; Residential Plumbing Inspector; Residential Mechanical Inspector; Residential Combination Inspector; Building Plans Examiner; Plumbing Plans Examiner; Commercial Plumbing Inspector; Plumbing Inspector
Richard Moore Inspector	Associates Degree	30+ years	Florida License #BN 7132
Michael Moore Inspector	Bachelor of Science Degree		Florida DBPR: Standard Plans Examiner; Standard Inspector; Certified Instructor of Journeyman and Apprentices
Robin Stewart Inspector		20+ years	Florida DBPR: Standard Inspector; Florida #BN 7074; Provisional 1 & 2 Family Dwelling Inspector; ICC Certified: Residential Building Inspector; Residential Mechanical Inspector; Residential Plumbing Inspector; Residential Electrical Inspector; Residential Combination Inspector
Millard Moorehead Inspector		16+ years	Florida State Licensed Standard Inspector - BN5513
Claramundo Evelyn-Dasilva Inspector		20+ years	Electrical Apprenticeship; Completion, 2009 Commercial Electrical; Inspector & Plans Examiner; Commercial Plumbing; Inspector Commercial Mechanical Inspector; Electrical Contractor Journeyman Electrician

TAB A: FIRM QUALIFICATIONS & EXPERIENCE

F. FINANCIAL PLAN

Submitted as a separate attachment per the RFP instructions.



TAB “B”

**SIMILAR PROJECTS,
PAST PERFORMANCE**



B U R E A U

V E R I T A

TAB B: SIMILAR PROJECTS, PAST PERFORMANCE

Similar Projects, Past Performance

BV has extensive experience in the provision of Plan Review and Inspection Services throughout Florida and across the United States. The most important selection criteria for clients who choose BV is expertise. Our greatest asset is its reputation. This reputation comes from the best experts in the industry, all acting with the

OSCEOLA COUNTY, FL

AS NEEDED BUILDING PLAN REVIEW AND INSPECTION SERVICES

Contact Information

Ismael Castro, Building Official
1 Courthouse Square, Suite 1400, Kissimmee, FL 34741
P 407.742.0200
E ismael.castro@osceola.org



Performance Period

2017 - Present

Project Summary

BV performs residential and commercial building code inspection services and plan review for the County on an as-needed basis. The firm performs commercial inspections in the principal building trades of electrical, plumbing, structural, and mechanical and building plan reviews in the principal building trades of structural review and Zoning review as regulated by the Florida Building Code, Osceola County Land Development Code, and any other applicable regulations adopted by the County which are in force or which may be enforced during the term of the contract. BV personnel which perform building code inspections possess current licenses issued by the Department of Business and Professional Regulations and have provided the aforementioned services for numerous projects including residential developments, medical facilities, places of worship, retail establishments, and senior living facilities, among many others.

JACKSONVILLE, FL

PERMIT AND PLAN REVIEW SERVICES

Contact Information

Joshua Gideon, C.B.O., Chief Building Inspection Division
214 North Hogan Street, Jacksonville, FL 32202
P 904.255.8521
E jgideon@coj.net



Performance Period

2023 - Present

Project Summary

BV was selected in 2023 to provide qualified technical and professional services review Building Permit Documents for Commercial and Industrial construction projects for compliance with current adopted editions of the Florida Building Code and National Electric Code.

TAB B: SIMILAR PROJECTS, PAST PERFORMANCE

CITY OF NEW SMYRNA BEACH, FL

PLAN REVIEW AND INSPECTION SERVICES

Contact Information

Mindy Bodien, Zoning & Permit Technician
210 Sams Avenue, New Smyrna Beach, FL 32168
P 386.410.2800
E Mbodien@Cityofnsb.com

Performance Period

2019 - Present

Project Summary

In order to supplement current City Building Department staff in the event of personnel shortages, such as vacations, illnesses, or any other emergency staffing needs, BV was selected to provide Plan Review and Building Inspections Services for the City of New Smyrna Beach. The firm's team conducts Florida Building Code Structural, Mechanical, Electrical, and Plumbing Inspections and Plan Review Services for both 1-2 Family, Multi-Family, and Commercial projects. As a result of increased construction permitting activity and other customer service initiatives to enhance inspection and plan review services provided by the City, BV's personnel followed established uniform procedures and Florida Building Code requirements for managing the City's Building Permit Applications.



SARASOTA COUNTY, FL

PLAN REVIEW AND INSPECTION SERVICES

Contact Information

Cheryl Swenney, Administrative Specialist III –
Building Official's Office
1001 Sarasota Center Blvd., Sarasota, FL 34240
P 941.861.6637
E cswenney@scgov.net

Performance Period

2018 - Present

Project Summary

BV provides services in accordance with the requirements of Chapters 553 and 468, Part XII, Florida Statutes. The firm delivers inspections and plan examination services (structural, electrical, mechanical, and plumbing) under the applicable federal, state, and local laws, rules, regulations, directives, codes, ordinances, and County policies. Inspection and plan examination personnel are licensed pursuant to Chapter 468, Part XII, Florida Statutes by the Florida Department of Business and Professional Regulation. Additionally, in the event of an emergency or natural disaster and if required by the County, BV will provide inspection and plan examination services, including administrative documentation.



THE SCHOOL BOARD OF MANATEE COUNTY, FL

PLAN REVIEW, PERMITTING AND INSPECTION SERVICES

Contact Information

Reginald L. Goff, Sr., Project Director
A 1 Matzke Way, Building 7, Bradenton, FL 34208
E goffr@manateeschools.net
P 941.708.8800 Ext. 44231 | 941.201.2025 (Mobile)



Performance Period

2019 - Present

Project Summary

Braden River Middle School

The scope of work for this project includes a campus-wide heating ventilation/air conditioning (HVAC) renovation which includes new ductwork, HVAC equipment, HVAC controls, lighting, fire alarm, phone system, ceilings, flooring, painting, exterior doors and hardware, and partial casework; reconfiguring the front office and media center for increased efficiency and security; renovating the science labs to science technology labs; expanding the cafeteria and modifying the serving line walls; and possible construction of a new 6 classroom wing addition.

Parish Community High School

The Parish Community High School is a new facility that will contain 2,100 student stations and core facilities to accommodate 2,525 students. Also included in the project are athletic fields and all improvements required for a functioning facility for grades 9 through 12. The project is expected to cost approximately \$80 million.

William H. Bashaw Elementary School

William H. Bashaw Elementary School renovations include the expansion of the cafeteria, offices, upgraded ceiling tiles, new carpet, resilient flooring, minor traffic upgrades, expanded teacher planning and school storage areas, and upgrades to the heating ventilation and air conditioning.

BUREAU VERITAS AWARDS AND ACCOMPLISHMENTS

Bureau Veritas North America, Inc.'s notable awards and accomplishments include the following:

2024 - IAS Third-party Building Department Service Provider TPP-100

2024 - ISO certifications (BV Maintained) 9001, 14001, 45001

2024 - ENR Top 50 Construction Management Firms, Ranked 18

2023 - ENR Top Professional Service Firms

2023 - ENR Top 50 Program Management Firms, Ranked 12

2023 - ENR Top 50 Construction Management/PM-for-Fee Firms, Ranked 19

In addition, Bureau Veritas' **BVnet**, award-winning web-based project tracking and controls: This state of the art electronic document submittal & archiving program technology using Adobe Acrobat Professional and PDF as the solution to improve collaboration across Teams by enabling members to electronically exchange, comment letters, log RFI's, and sign engineering drawings and other documentation.

TAB “C”

**PROJECT APPROACH/
WORK PLAN**



B U R E A U

V E R I T A

TAB C: PROJECT APPROACH / WORK PLAN

Project Approach / Work Plan

BV has a robust team prepared to provide City of Casselberry with exemplary Building Official Services, including Plan Review and Inspections. The firm's team of expert professionals and the technical resources allows it to provide complete building department administration for jurisdictions both large and small. BV aims to partner with existing jurisdiction staff in a way which best complements their efforts and talents. BV has the capacity to seamlessly adjust its personnel and resources to facilitate both ends of the spectrum and everything in-between.

Partnering with BV provides the City with immediate resources. As the demand on the agency increases, the firm supplements the additional workload by augmenting its resources. Because of the firm's familiarity with the policies and procedures necessary for maintaining a building department, it has the ability to immediately begin assisting the jurisdiction with its code compliance service and administration needs. BV's current and projected workload will allow us to fully support the City of Casselberry backed by a wealth of resources.

One of BV's key assets is the depth of experience its staff possesses. Professional personnel with years of industry experience coupled with a wide-ranging collection of business resources allows BV to uniquely customize and focus on its client jurisdiction's specific needs and requirements. BV has worked directly with jurisdictions in a variety of capacities and is familiar and comfortable working in the fast-changing pace of a growing municipality with evolving departments. The firm's building services include, but are not limited to:

- Plan Review
- Inspections
- Permitting
- Code Interpretation
- Code Adoption and Ordinance Preparation
- Planning and Zoning Meeting Attendance
- City Council Meeting Attendance
- Building Official Duties

- Permit Tracking and Record Keeping
- Plan Reviewer, Inspector, and Permit Tech Training
- Pre-Design and Pre-Construction Meetings
- Designer and Builder Training
- Fee Schedule Evaluation and Updates

Plan Review Approach

BV's proposed team familiarizes themselves with the requirements of a public agency before beginning a review. The firm has extensive public sector experience, which assures the public's interests are fully protected. BV believes technical competence, while expected, is not enough. Experience and careful, thorough consideration of issues and impacts is needed in addition to the purely technical considerations. The firm has devoted a great deal of time and effort over the years to refining its approach and developing documentation to assist clients and train staff in understanding plan review procedures.

BV will work to ensure submittals are properly coordinated and tracked by following an established internal plan check coordination process in which each plan received for review is entered into the firm's FLEX database, processed, and returned on time to the client. BV's plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal. To accomplish this the firm will:

- Screen and log each application to assure they are routed to all plan reviewers in a timely manner. The log serves as a tracking device to assure turnaround times and completeness of the review.
- Submittals are reviewed for compliance with all relevant state and City requirements.
- Plan reviews will be done in accordance with local, state, and federal regulations with which local jurisdictions are mandated to enforce as well as all codes and ordinances in effect by adoption at the time of plan review. Preliminary consultations will be provided to the applicant upon request, to assist and guide them in the design and plans preparation process.

TAB C: PROJECT APPROACH / WORK PLAN

- Information shown on each permit application is verified.
- Construction valuation is based on information provided by the City and compared to estimates provided by the applicant.
- Provide a thorough review of design drawings and details for compliance with the Florida Building Code and other pertinent regulations, rules, or directives set forth by City ordinances, state, and federal laws. These reviews can also be performed on revisions to plans which have previously been approved for permit issuance.
- Plan review management.
- BV assures corrections are handled as quickly and as clearly as possible. The firm's goal is to help the applicant through the plan review process. All corrections are identified based on compliance with specified codes and regulations.

Generally, corrections are identified in two ways. Notes are made on plans during electronic review or on hard copy plans, if appropriate, and a correction sheet is generated detailing what items need to be addressed before plans can be approved. The City shall approve the development of any customized correction sheets. Correction sheets for specific projects shall be forwarded to the City along with a cover memo containing at least the following information:

- The date(s) plans were received and reviewed by BV
- The date(s) the applicant was notified of completed plan reviews
- The name and telephone number of the applicant

During the plan review process, BV is prepared to meet with the applicant or architect/engineer, City employees, or consultants at any time. Telephone discussions or meetings at project sites are welcomed to assure any plan review issues are handled efficiently. BV's goal is to issue approved plans as quickly as possible but in full compliance with the laws, codes,

ordinances, and regulations. Upon completion of the plan review, the following information package is prepared and logged at a minimum:

- Completed plan review documents which include sign-offs
- Transmittal letter documenting any conditions associated with issuance of a permit, if any
- Marked up plan review documents
- Two sets of approved building plans
- Backup documents and reports
- All documents shall be provided in a format desired by the City

Plan Review Turnaround Times

BV shall meet or exceed the City's required turnaround schedules. At the City's request, BV can provide plan review activities on a fast-track basis. Turnaround times for each submittal will relate to the size and nature of the project and its impact on the construction schedule. To reduce turnaround times for plan review, the firm can utilize electronic submittals, phased submittals, conference calling, and videoconferencing.

BV understands accuracy, efficiency, and integrity in all aspects of professional services is required. Testimony to BV's professional excellence is the fact the firm has provided services to many of its municipal clients since their incorporation. Because of the firm's large pool of accessible resources it is able to assemble experienced personnel in order to help with project schedule recovery when necessary. BV's team will maintain efficient turnaround times on all reviews as a key measurement of its performance for plan review services. The following schedule is representative of the review times associated with the type of construction the City can anticipate.

BV will also accommodate preliminary reviews to facilitate fast tracked or accelerated projects. This will aid with timely turnaround and create good public relations. If applicants include designs which do not conform to the prescriptive requirements of the

TAB C: PROJECT APPROACH / WORK PLAN

codes, the City's designee will have final approval over the plan being reviewed. BV's staff will make recommendations for the resolution if requested. The firm is also available to meet with agency staff or others as needed to discuss its findings.

Accurate, Timely, and Responsive Plan Reviews

BV's plan check process highlights the tools and techniques the firm will employ to deliver quality, accurate, timely, and responsive plan reviews:

Reliable and Responsive Service: BV's Project Manager, through the firm's CARE plan review and processing program, proactive communication, proven project management tools, and best practices will anticipate the City's needs and quickly respond with accurate and detailed information every step of the way. The firm is available to meet with the City at its convenience to discuss procedures and projects to maintain momentum and schedule.

Efficiently Meet Turnaround Review Schedule and Maintain Development Momentum: A premium will be placed on BV staff's already well-grounded knowledge of the City's processes and requirements to pro-actively facilitate communication and processing. The firm will work to ensure proven quality assurance and schedule control measures are implemented.

Maintain Accuracy and Cost Savings Through Proven Processes and Continuity: BV is able to provide integrated, standardized processes and innovative digital, web-based solutions at no additional cost. Utilized by seasoned staff members who have worked successfully on plan check projects, this helps ensure reviews are consistent, thorough, accurate, and done right the first time. The firm is able to customize its approach for the City based on its needs in order to deliver solutions with positive results.

Customized Check Lists and Tracking Logs: A key to maintaining close communication is the ability to give the stakeholders (including elected officials, City staff,

businesses, property owners, and other members of the public) status updates on where projects are in the review process. BV will utilize customized check lists and tracking logs for the City according to its needs to ensure the successful delivery of services.

Electronic Plan Review Capabilities

Electronic plan review uses a software which presents customers with a convenient alternative solution to printing and delivering paper plans to City offices at zero cost. The proposed personnel have extensive experience using many commonly used platforms such as, Accela, CityTech, ProjectDox, Bluebeam, Central Square, and Cityworks. Our staff will familiarize themselves with the City's platform, and be able to smoothly facilitate the electronic plan review process.

By utilizing Adobe Acrobat with electronic plan submittal and commenting, as well as Bluebeam and other software, the firm's plan reviewers can quickly and accurately review plans for compliance with applicable codes; this allows for economical movement of plans and quick turnaround, eliminating shipping time and costs. In this way, electronic plans with comments can be viewed and discussed as needed to resolve issues quickly and efficiently.

As part of this process, plans are first submitted as PDF files via a secure and confidential FTP site in which the City also has access. BV's staff then reviews these plans and places comments and redlines directly on the plans, corresponding to areas needing revisions. Next, redlined plans with comments are forwarded to, or placed on, the secure FTP site for the designers, engineers, and architects. Plans can then be revised and resubmitted via the same method described. Once all items are resolved, hard copy plans are sent to BV for approval stamps and signatures.

Electronic plan submittal and commenting allows for economical movement of plans and quick turnaround. Plans with comments can be viewed and discussed as needed to resolve issues quickly and efficiently.

TAB C: PROJECT APPROACH / WORK PLAN

BV has successfully implemented and utilized digital plan review in over 60 federal, state, and local agencies for multiple years.

Building Inspection Approach

BV will provide City of Casselberry with State of Florida, Department of Business and Professional Regulation and ICC certified personnel who will adhere to the following procedure to deliver building inspection services:

- Building codes, zoning ordinances, energy conservation, and disabled access requirements including known local, City, state, and federal requirements. Inspection services for all commercial and residential project types including, but not limited to, new commercial structures, tenant improvements, new single family dwellings, additions, alterations, accessory buildings, and swimming pools
- Review plans for building construction, plumbing, electrical, and mechanical details prior to making inspection.
- Bring to the attention of the City for approval of certain changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirements.
- Participate in reviews with fire, health, and other government agency inspectors & owners.
- Maintain a record of non-complying items and follow up to resolution of such items.
- Ensure that quality assurance requirements for special inspection and structural observation are followed during construction and proper records are provided and maintained.
- Investigate, resolve and respond to complaints, as assigned. Make referrals to appropriate departments and/or staff.
- Upon request, the firm will inspect existing buildings for substandard, unsafe conditions.
- Provide inspection services within twenty-four (24) hours of an inspection request made for an active building permit.
- Meet with City or applicant to discuss corrections for a specific inspection.

Equipment

BV will provide the necessary equipment and uniforms for the firm's plan review and inspection services staff. Additionally, should the City determine the use of specific uniforms and identification badges, BV will adhere to these requirements. BV will supply a cell phone, tablet, and other electronic equipment needed to carry out the scope of work outlined in the contract. The firm will, at the City's request, comply with all open records requests the City receives and the firm will provide IT security associated with data and usage of City and company issued equipment.

Furthermore, all BV inspectors will retain the following equipment while working in the field:

- A vehicle in good operating condition, capable of transporting a ladder
- Safety equipment, including shoes, hardhats, and other related equipment
- Hand tools, Flashlights, Tape measure
- Florida Building Code Books
- Electrical testing equipment

Virtual Inspections

BV is able to conduct virtual, no-contact field inspections in an effort to continue progress at as many active jobsites as possible for both new and existing clients. Using interactive technology, our building inspector will participate in a live session with the contractor to perform the inspection(s) remotely through the use of a mobile device. Our goal is to allow construction to progress while maintaining a safe environment for all involved through social separation.

The firm strongly believes in the long term value of these digital platforms and in their potential to change how inspection services are executed. The circumstances faced by society will be a catalyst to help drive the adoption of this new service, but once the ease of use and value creation is experienced first-hand BV believes it will become a standard component of inspection programs.

TAB C: PROJECT APPROACH / WORK PLAN

Following disasters, BV is able to provide inspectors who are certified to perform evaluations of existing buildings for damage and/or other safety assessments in compliance with accepted industry standards, as directed by the Building Official. Our emergency response team will comply with the City's procedures for reporting results, use City preferred forms, and make the appropriate entries into City records while maintaining records as may be needed for the efficient and effective operation of the City. When requested, our staff can meet with members of the general public and City staff in City offices. Bureau Veritas offers a wide range of services during emergency situations. We have provided emergency response services for many natural disasters such as fires, hurricanes, tornadoes, earthquakes, tsunamis, etc.

Supervision and Quality Controls/ Quality Assurance

BV provides full service building department administration including plan review and building inspection services for numerous agencies. We offer services which range from reviewing a single, complex, or unique project to handling all plan review needs for a City. The firm's personnel are dedicated to providing the highest level of customer service and ensuring all work is in conformance with the requirements of the City and all other applicable codes. Resources can be adjusted on fast-track projects, as needed, to meet demanding schedules. Personnel assigned to City projects are available to answer phone calls and attend meetings at the City to address questions or discuss issues with the City staff, design team, and/or construction team which may arise on a project and provide guidance for City staff, applicants, designers, and contractors. Consistency, responsiveness, efficiency, and a positive attitude are key components of the firm's approach.

As an ISO 9001 certified firm, BV undergoes systematic, independent audits of its management systems to meet rigorous objectives and provide continuous improvement in key areas. The firm consistently incorporates proven best practices and

protocols as part of its quality management system to meet and exceed ever-increasing customer requirements. These tools include implementation of an established quality assurance/quality control program using the BV CARE program for the intake, tracking, and review of plans to enhance quality and streamline processing/approval; electronic plan check to expedite turnaround times which save time and money; and the utilization of web-based document control system which fosters collaboration, 24/7 access to documents and reports, and enhances overall communication.

To ensure the work assignment is being performed at the highest professional level, BV relies on the management and technical excellence of its personnel and a proven QA/QC program. This assures the quality of all work performed under this contract meets City approval. BV has developed and implemented corporate QA policies, consistent with all applicable federal and state regulatory requirements and standards, covering all aspects of project performance, technical quality, and peer review. These policies are implemented at each professional and technical level to provide a well-balanced, independent QA program, which assures the quality of reports, technical reviews, annuals and other documentation prepared by BV. This ensures the product is consistent with the established standards from the standpoint of quality, validity, and legal defensibility.

Conflict Resolution

BV's approach to effective code interpretation starts with an understanding of the situation and the project specific requirements and objectives applicable to that situation. Once that has been established, a determination can be made as to which codes are required and must be applied. While the Manager has overall responsibility for final BV code interpretations, BV relies heavily on its subject matter experts (SMEs) to guide the process. Typically those SMEs are Engineers and other experienced personnel working in lead roles on a project. They have the experience and ability to evaluate a situation, identify applicable project and

TAB C: PROJECT APPROACH / WORK PLAN

code requirements, and apply the intent of the code for that particular situation. Code interpretation is typically accomplished with direct communication between SMEs, plan reviewers, inspection and design staff, but the Project Manager, and local jurisdictions are included as needed. Our Project Team includes experts in several different disciplines of design and construction, many of whom have a long history of (a) working for public, local, state and federal jurisdictions to perform plan check and field inspection services; and (b) successfully analyzing conflicts, interpreting codes and enforcing relevant and applicable code requirements as described in the International Building Code (IBC) and required Federal/State Statutes. Our Project Manager will serve as the anchor on code interpretation and code compliance.

Should any conflict arise, BV's approach is to resolve them at the lowest level possible. This is achieved through conversations and meetings amongst field, Engineering, and other applicable BV, owner, and contractor staff. BV also believes it's important to hear and consider all perspectives, and attempt to arrive at a common resolution.

Project Manager and SMEs will be involved when needed to provide interpretations and guidance and ensure a resolution is achieved. At a minimum, following criteria shall be met:

- Regulations
- Codes/ standards
- Contract requirements
- Good engineering practice
- The City has final decision

The issue will only be elevated to the level of the City when a resolution cannot be reached.

Conflict Avoidance

BV's approach to provide quality assurance for each team member's performance, and to identify and resolve performance problems effectively.

Performance Monitoring and Corrective Action are integral parts of project-specific QA/QC controls, as well project management approaches more broadly. So as to minimize issues for Clients, we have documented programs to ensure employees are technically qualified and trained to carry out their roles and responsibilities. BV's approach to providing quality assurance for each team member's performance requires communication and understanding of expectations and requirements.

This is a multi-pronged approach and includes the features described below:

- 1. Experienced Personnel:** BV has a team of experienced personnel that act as mentors and team leads for various aspects of projects. They work directly with other BV personnel as needed to train, guide, and assist them during the project, and ensure that expectations and requirements are understood.
- 2. Management Review:** All plan review comment letters, inspection reports, and other deliverables are reviewed and approved by the BV Project Manager and/or Contract Manager prior to delivery. BV management ensures that all reports achieve the required quality standards, and provide feedback to personnel in order to facilitate learning and understanding.
- 3. ISO 9001 Quality Management System Certification:** BV will leverage established QA/QC processes to assess and ensure quality performance, as facilitated under the strict guidelines of an ISO 9001:2015 North American Quality Management System (QMS) Certification. As required by our ISO 9001 certification, BV maintains processes and procedures for training, measurement of performance, internal auditing and continuous improvement. In addition, BV has established work protocols and procedures that provide for a standardized approach to all phases of project work including plan review, inspection, and document control.

4. AC 402 Accreditation: In addition to being an ISO 9001 certified company, BV is the first organization to achieve accreditation under the International Accreditation Service (IAS) Third-Party Permitting, Plan Review and Inspection Service Providers Accreditation Program (AC 402). The IAS accreditation program was developed to verify the competence of companies that provide services providers. This accreditation demonstrates that BV has processes in place to ensure consistency and quality in how plan reviews, inspections and administrative tasks are performed.

BV takes a preventive approach to identifying and resolving performance problems so they don't negatively impact project execution and deliverables. The following steps and actions are administered:

- **Performance Reviews:** Managers hold annual and/or semi-annual performance reviews with each employee to discuss their performance and correct any issues identified during the previous period. Goals and areas for improvement in the next period are outlined and agreed to.
- **Review of Work:** As discussed above, all reports are reviewed by BV management. Problems identified during this process are communicated to the personnel and corrected as needed.
- **Inspector Audits:** BV management and SMEs perform in-field audits of inspectors to identify potential performance problems and provide training as needed.
- **Communication:** BV management communicates frequently with our clients to ensure that all needs are being met. In addition, any performance issues related to individual employees or project functions are discussed and addressed as needed.

Web-Based Comprehensive Project Tracking

BV's web-based project tracking system offers comprehensive features to easily record, process, track, and report all phases of a project. The BV Task Management System (TMS) provides an effective tool to issue and track a variety of permits and associated administrative, and inspection tasks from preliminary review to final approval.

Because the BV Task Management System is completely web-based, users with a login name and password can access the system from any computer connected to the internet. The system uses SSL security to protect user passwords and stored project data. The System will be available to the City and any applicable stakeholders. First-time users will be provided with a short training course to introduce them to the application, and the firm's technical support team will respond to all technical inquiries/issues within 24 hours.

Customer Service Philosophy

BV's role is to serve the community on behalf of the jurisdiction and the paramount function of this service delivery is the protection of life and safety of said community. The firm understands the importance of delivering a high level of customer service when supporting a jurisdiction with building and safety services. BV's dedication to this effort is exemplified in every team member. The firm has built its organization and reputation on acting with integrity, honesty, and professionalism and BV personnel are expected to convey these same values.

BV is fully committed to being a seamless extension of the City. It is the firm's objective to ensure its team and services are in full alignment with the mission and goals of the City and BV understands its service delivery will be a reflection of the City. It is with this in mind the work performed by BV's personnel will be up to the high standards established by the City and provided with the same excellence as if it were being delivered by a City employee.

TAB C: PROJECT APPROACH / WORK PLAN

As a result of BV's exceptional attention to customer service, large pool of experienced personnel, and ability to provide value-added services like electronic plan review, the firm is the right choice to continue meeting the City's building and safety services. The City needs to be assured their chosen firm is able to supply superior services for residential, commercial, and industrial projects. The firm has proven experience providing services for projects ranging from small residential remodels and additions to large scale commercial projects.

BV's #1 goal is to meet and exceed the service levels required from its clients.

- The firm is committed to providing staff continuity, close communication, immediate accessibility to staff and information, implementation of best practices, and pro-actively solving issues not clearly identified in the code.
- BV will pro-actively ensure exceptional customer service, balance development momentum with code compliance/processing requirements, and seamlessly serve as an extension of City of Casselberry's staff.

The City can be confident BV is the best choice to provide excellent customer service and qualified staff for all project types.

Continuous Improvement Efforts

BV helps clients define their strategies, manage risk, monitor quality, improve performance, and enhance their return on investments. The firm accomplishes this by offering the City demonstrated expertise in code compliance services, a commitment to reducing the City's review turnaround times, and accurate corrections based on current City adopted federal, state, and local municipal codes related to construction and zoning. BV is very familiar with and understands the importance of these established codes and is committed to helping maintain a standard in the community for all to enjoy. BV will identify and bring to the attention of the City state-of-the-art practices and innovative good neighbor policies and code compliance programs.

Supporting the Established Culture Throughout the Community

Community character is conveyed by not only grand buildings and public spaces but a whole range of elements: residences of all sizes and scale; commercial, government, and institutional buildings; street cross-sections; street furniture and graphics; public places, large and small; ceremonial buildings; informal activities such as street markets and fairs; and the food, language, and personalities which contribute to a community's narrative.

In an effort to adopt the spirit and proud nature of the community, BV employees are encouraged to regularly support and participate in local activities and events. The firm will strive to preserve and enhance the local identity, uniqueness, and culture of the community. The BV team will adopt the policies, processes, and procedures utilized by the City which reinforce the underlying philosophy and vision already established.

The Promotion of Information Sharing and Collaborative Work

When you have multiple groups with differing views, resources, and skills applying their intelligence and strength to manage a community, the results can be impressive. They can figure out ways to garner the necessary skills, funds, and time to solve community problems and improve human services. But it requires people who are well-organized, cooperative, and aligned by a common mission.

BV puts aside the narrow interests of its own organization and gives priority to the broader common good of the larger community. By networking, coordinating, cooperating, and collaborating, the firm's team works with all agency staff, stakeholders, and organizations to accomplish common goals each entity can't achieve on their own.

TAB C: PROJECT APPROACH / WORK PLAN

CARE PROGRAM – A PROVEN, FORMALIZED & INTEGRATED PLAN REVIEW PROCESS

The plan review process we follow for efficient completion of concurrent task management is shown in the flowchart below and managed through our CARE Program, a formalized and integrated process whereby Coordination, Analytical, Review, and Expert management/quality control functions are consistently implemented on each and every project. We will implement a comprehensive program based on best practices to validate that each and every review is thorough, accurate, consistent, and timely. This system's success is based on thousands of hours of practical, real-world experience by our dedicated personnel and their unique ability to interact quickly and efficiently with your staff.

Coordinator:

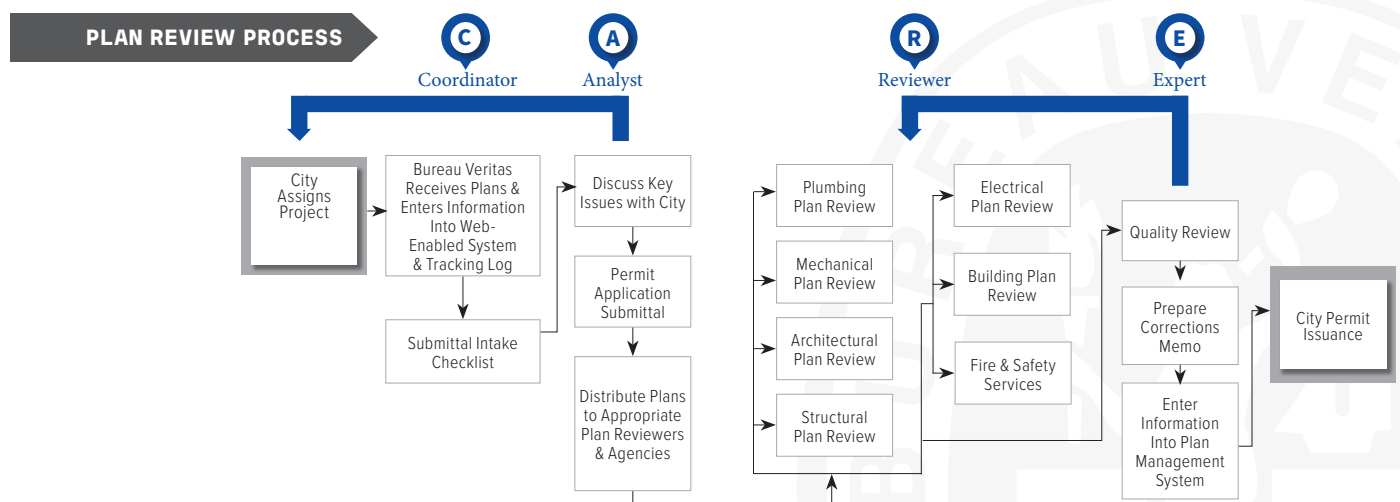
Our clerical personnel will handle various administrative functions, such as logging information (project tracking, time budgeting), managing project controls, maintaining and distributing communications, reviewing agendas and ordinance issues, and fielding calls on project status. The Coordinator is the first line of contact for each project submittal.

Analyst:

Our analysts will review submittals, title sheets, and non-design items; maintain files; monitor due dates; monitor contract budget and status tracking reports; and coordinate invoicing. Our analysts also maximize and “right place” personnel resources to meet turnaround times in a quality manner. When assigning resubmittals to staff, our Analyst ensures consistency by passing the project to the same reviewer that performed the previous reviews. Reassignments are done when unforeseen circumstances dictate.

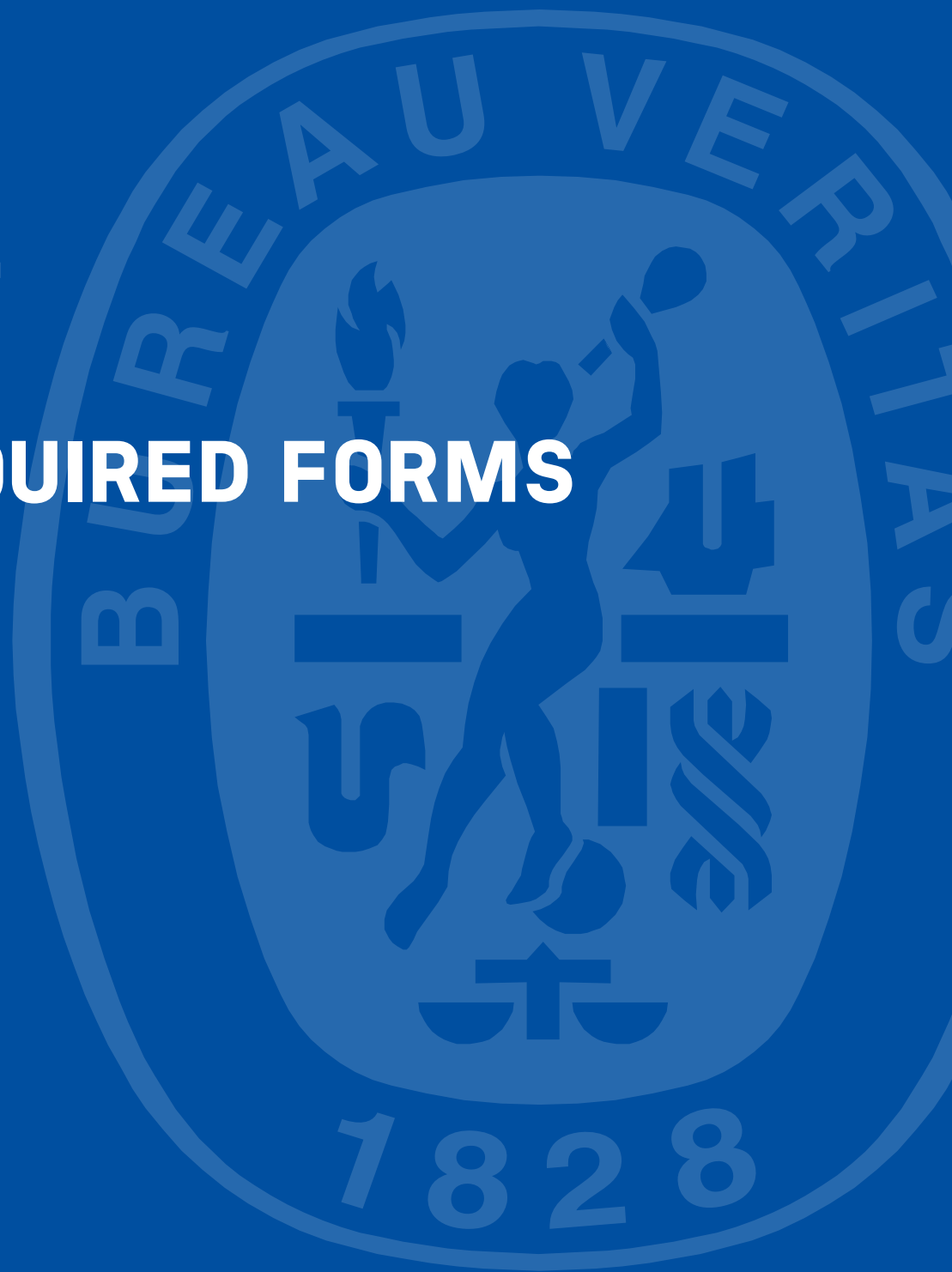
Reviewer:

Our experienced building plan reviewers will routinely review agency standards, ordinances, guidelines, and checklists; create comments letters; coordinate project return with the coordinator; attend review meetings; and communicate questions/solutions to project stakeholders. Because of our depth of resources and project tools (checklists, corrections letters, etc), reassigned projects can be reviewed without missing deadlines or causing unnecessary rechecks.



TAB “D”

RFP REQUIRED FORMS



B U R E A U

V E R I T A

Insurance Requirements

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "A" Insurance Requirements

- A. Insurance. The successful Proposal/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 Proposer/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 Proposer/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
Professional Liability (errors and omissions)	\$500,000.00
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 Proposer/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 Proposer/Contractor and/or subcontractor shall provide the City's Procurement and Contract 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,
 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:

TAB D: REQUIRED FORMS

Insurance Requirements

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 PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

Due Date: Thursday, November 14, 2024

City of Casselberry
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 AND CONTRACT MANAGEMENT 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 Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Proposer/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 Proposer/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 Proposer/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

Van Tran

Typed Name of AUTHORIZED SIGNATORY

Vice President, Plan Check & Inspections – Central & East Region

Title

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

TAB D: REQUIRED FORMS

Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/28/2023

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 Aon Risk Services Northeast, Inc. Aon Risk Services Northeast, Inc. NY NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA		CONTACT NAME: PHONE (A/C. No. Ext): 866-283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:																			
INSURED Bureau Veritas North America, Inc. 16800 Greenspoint Park Drive Suite 3005 Houston TX 77060 USA		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A:</td> <td>Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER B:</td> <td>Allianz Global Risks US Insurance Co.</td> <td>35300</td> </tr> <tr> <td>INSURER C:</td> <td>Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER A:	Hartford Fire Insurance Co.	19682	INSURER B:	Allianz Global Risks US Insurance Co.	35300	INSURER C:	Trumbull Insurance Company	27120	INSURER D:			INSURER E:			INSURER F:		
INSURER A:	Hartford Fire Insurance Co.	19682																			
INSURER B:	Allianz Global Risks US Insurance Co.	35300																			
INSURER C:	Trumbull Insurance Company	27120																			
INSURER D:																					
INSURER E:																					
INSURER F:																					

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570103305769 **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.

INSR LTR		TYPE OF INSURANCE		ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
B	X	COMMERCIAL GENERAL LIABILITY				USL00159324	01/01/2024	01/01/2025	EACH OCCURRENCE	\$2,000,000
		CLAIMS-MADE	X						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
									MED EXP (Any one person)	\$10,000
									PERSONAL & ADV INJURY	\$2,000,000
									GENERAL AGGREGATE	\$2,000,000
									PRODUCTS - COMP/OP AGG	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER								
A		AUTOMOBILE LIABILITY				10 AB S41202 AOS	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X	ANY AUTO							BODILY INJURY (Per person)	
		OWNED AUTOS ONLY							BODILY INJURY (Per accident)	
		HIRED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	
B	X	UMBRELLA LIAB	X			USL00163324	01/01/2024	01/01/2025	EACH OCCURRENCE	\$1,000,000
		EXCESS LIAB							AGGREGATE	\$1,000,000
		DED	X							
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				10WNS41200	01/01/2024	01/01/2025	X PER STATUTE	
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)				See State Policy Addendum			E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
									E.L. DISEASE-POLICY LIMIT	\$1,000,000
B		Architects & Engineers Professional				USF00248024	01/01/2024	01/01/2025	Each Claim	\$1,000,000
						Claims Made			Aggregate	\$1,000,000
						SIR applies per policy terms & conditions				

570103305769

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance. The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability.

CERTIFICATE HOLDER

CANCELLATION

Bureau Veritas North America, Inc. 1422 S. Narcoossee Road St. Cloud FL 34771 USA	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

ACORD 25 (2016/03)

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TAB D: REQUIRED FORMS

Insurance Certificates

AGENCY CUSTOMER ID: 570000048582

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Bureau Veritas North America, Inc.	
POLICY NUMBER See Certificate Numbe 570103305769			
CARRIER See Certificate Numbe 570103305769	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,		
FORM NUMBER:	ACORD 25	FORM TITLE: Certificate of Liability Insurance
Workers Compensation/Employers Liability		
10WNS41200	01/01/24-01/01/25	Trumbull Insurance AR,DC,IN,LA,NE,RI,UT
10WNS41200	01/01/24-01/01/25	Twin City Fire Insurance Company FL,ND,OH,WA,WY
10WNS41200	01/01/24-01/01/25	Hartford Insurance Company of the Midwest AK,ID
10WNS41200	01/01/24-01/01/25	Hartford Casualty Insurance Company MO,WV
10WNS41200	01/01/24-01/01/25	Nutmeg Insurance Company CT,IL
10WNS41200	01/01/24-01/01/25	Hartford Fire Insurance Company NH,OR,PA
10WNS41200	01/01/24-01/01/25	Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT
10WNS41200	01/01/24-01/01/25	Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC
10WNS41200	01/01/24-01/01/25	Hartford Insurance Company of Illinois TX
10WNS41200	01/01/24-01/01/25	Hartford Insurance Company of the Southeast KS,MD
10WNS41200	01/01/24-01/01/25	Hartford Underwriters Insurance Company AZ,HI, NC,NJ,SD,VA
10WNS41200	01/01/24-01/01/25	Sentinel Insurance Company, Limited IA,NM,NV,OK
10WBRS41201	01/01/24-01/01/25	Twin City Fire Insurance Company WI
10WBRS41201	01/01/24-01/01/25	Hartford Underwriters Insurance Company MA
10WBRS41201	01/01/24-01/01/25	Hartford Fire Insurance Company PR

ACORD 101 (2008/01)

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Conflict of Interest / Non-Collusion

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "B"
Conflict of Interest Statement

- A. This sworn statement is submitted with Proposal/ITN, or Contract Number RFP-2025-1237, titled Building Official Services.

This sworn statement is submitted by Bureau Veritas North America, Inc. whose business address is _____

[Name of entity submitting sworn statement]
1422 S. Narcoosee Road, St. Cloud, FL 34771 and (if applicable) its Federal

Employer Identification Number (FEIN) is 06-1689244 of the individual signing this sworn statement: _____

My name is Van Tran and my relationship to the above entity is Vice President, Plan Check & Inspections – Central & East Region
[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFP # 2025-1237 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 restraints 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.

Conflict of Interest / Non-Collusion

**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 PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

Due Date: Thursday, November 14, 2024

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

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

Van Tran

Typed Name of AUTHORIZED SIGNATORY

Vice President, Plan Check & Inspections – Central & East Region

Title

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

Addendum Receipt Acknowledgement Certification

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

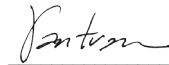
REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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>1</u>	Dated: <u>October 22, 2024</u>
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: Bureau Veritas North America, Inc.
Mailing Address: 1422 S. Narcoosee Road, St. Cloud, FL 34771
Telephone Number: 407.556.0027 Fax Number: 407.517.4467 E-mail Address: van.tran@bureauveritas.com

Authorized Signature _____ Printed Name Van Tran FEIN: 06-1689244
Vice President, Plan Check & Inspections – Central & East Region November 11, 2024
Title _____ Date _____

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

Addendum No. 1

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

RFP-2025-1237 Building Official Services

Addendum No. 1

Respondents must acknowledge receipt of this Addendum by signing this form below and returning it to the Procurement Division prior to the hour and date specified for receipt of bids/proposals or by including this Addendum with your submittal. Failure to comply may result in disqualification of your response.

Acknowledgment is hereby made of Addendum.

<u>Bureau Veritas North America, Inc.</u> Name of Firm/Company	<u>Van Tran</u> Contact Email
<u>1422 S. Narcoosee Road</u> Street Address	<u>St. Cloud, FL 34771</u> City, State, Zip Code
<u>407.556.0027</u> Telephone Number	<u>407.517.4467</u> Fax Number
<u>Van Tran</u> Authorized Person Printed Name	<u>Vice President, Plan Check & Inspections – Central & East Region</u> Authorized Person Title
<u></u> Authorized Person Signature	<u>November 11, 2024</u> Date of Signature

Drug Free Workplace Certification

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

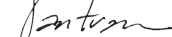
Attachment "D" Drug-Free Workplace Certification

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

Van Tran

Typed Name of AUTHORIZED SIGNATORY

Vice President, Plan Check & Inspections – Central & East Region

Title

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

TAB D: REQUIRED FORMS

Organizational Information

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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.

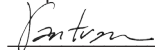
TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
☒	Corporation	☐	Partnership	☐	Non-Profit
☐	Joint Venture	☐	Sole Proprietorship	☐	Other (Please specify)
State of Incorporation		Delaware			
Principal Place of Business (Enter Address)		1422 S. Narcoosee Road, St. Cloud, FL 34771			
Federal I.D. Number		06-1689244			

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: Bureau Veritas North America, Inc.

Mailing Address: 1422 S. Narcoosee Road, St. Cloud, FL 34771

Telephone Number: 407.556.0027 Fax Number: 407.517.4467 E-mail Address: van.tran@bureauveritas.com



Van Tran

FEIN: 06-1689244

Authorized Signature

Printed Name

Vice President, Plan Check & Inspections – Central & East Region

November 11, 2024

Title

Date

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

Certificate of Good Standing

State of Florida Department of State

I certify from the records of this office that BUREAU VERITAS NORTH AMERICA, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 1, 2003.

The document number of this corporation is F03000001638.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 20, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of November,
2024*




Secretary of State

Tracking Number: 7022762259CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Certificate of Incumbency from Corporate Officer



BUREAU VERITAS NORTH AMERICA, INC.

CERTIFICATE OF INCUMBENCY

I, Heather B. Bush, hereby certify that I am the duly elected and qualified Secretary of BUREAU VERITAS NORTH AMERICA, INC., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), and further certify, on behalf of the Corporation, that the person named below is duly elected, qualified and acting current officer and authorized signatory of the Corporation as of the date hereof:

OFFICER/AUTHORIZED SIGNATORY

Van Tran

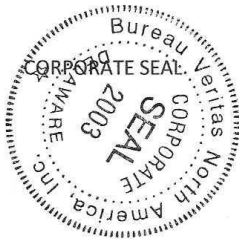
Vice President

Signature

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation on July 17, 2024.

By:

Heather B. Bush, Secretary



Bureau Veritas
16800 Greenspoint Park Drive
Houston, TX 77060

Sunbiz Florida Profit Corporation Annual Report

2024 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F03000001638

Entity Name: BUREAU VERITAS NORTH AMERICA, INC.

Current Principal Place of Business:

16800 GREENSPPOINT PARK DRIVE
SUITE 300S
HOUSTON, TX 77061

Current Mailing Address:

16800 GREENSPPOINT PARK DRIVE
SUITE 300
HOUSTON, TX 77060 US

FEI Number: 06-1689244

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301 US

Certificate of Status Desired: No

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

SIGNATURE: ANDREW ROSENBERG

04/20/2024

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title DIRECTOR, SECRETARY, VP

Name BUSH, HEATHER

Address 16800 GREENSPPOINT PARK DRIVE
SUITE 300S

City-State-Zip: HOUSTON TX 77061

Title TREASURER, CFO

Name DAVACHI, LINDA

Address 16800 GREENSPPOINT PARK DRIVE
SUITE 300S

City-State-Zip: HOUSTON TX 77061

Title CEO, DIRECTOR, PRESIDENT

Name TILL, SHAWN

Address 16800 GREENSPPOINT PARK DRIVE
SUITE 300S

City-State-Zip: HOUSTON TX 77060

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

TAB D: REQUIRED FORMS

References

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 PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

Due Date: Thursday, November 14, 2024

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 Proposer's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:	
Project Name: City of New Smyrna Beach - Multiple Projects	
Type of Project/Service: Plan Review and Inspection Services	
Address: 210 Sams Avenue, New Smyrna Beach, FL 32168	
Contracting Agency/Client: City of New Smyrna Beach	
Contact Name and Phone #: Mindy Bodien, Zoning & Permit Technician 386.410.2800	
Contact Email Address and Fax #: mbodien@cityofnsb.com No Fax	
Contract Amount: Time and Materials	Date Work Performed: 2019 - Present
Project #2:	
Project Name: Sarasota County - Multiple Projects	
Type of Project/Service: Plan Review and Inspection Services	
Address: 1001 Sarasota Center Blvd., Sarasota, FL 34240	
Contracting Agency/Client: Sarasota County	
Contact Name and Phone #: Cheryl Swenney, Administrative Specialist III 941.861.6637	
Contact Email Address and Fax #: cswenney@scgov.net No Fax	
Contract Amount: Time and Materials	Date Work Performed: 2018 - Present
Project #3:	
Project Name: Ocala County - Multiple Projects	
Type of Project/Service: As Needed Building Plan Review and Inspection Services	
Address: 1 Courthouse Square, Suite 1400, Kissimmee, FL 34741	
Contracting Agency/Client: Ocala County	
Contact Name and Phone #: Ismael Castro, Building Official 407.742.0200	
Contact Email Address and Fax #: ismael.castro@osceola.org No Fax	
Contract Amount: Time and Materials	Date Work Performed: 2017 - Present
Project #4:	
Project Name: City of Jacksonville - Multiple Projects	
Type of Project/Service: Permit and Plan Review Services	
Address: 214 North Hogan Street, Jacksonville, FL 32202	
Contracting Agency/Client: City of Jacksonville	
Contact Name and Phone #: Joshua Gideon, C.B.O. 904.255.8521	
Contact Email Address and Fax #: jgideon@coj.net No Fax	
Contract Amount: Time and Materials	Date Work Performed: 2023 - Present
Project #5:	
Project Name: Braden River Middle School, Parish Community High School, William H. Bashaw Elementary School	
Type of Project/Service: Plan Review, Permitting and Inspection	
Address: 1 Matzke Way, Building 7, Bradenton, FL 34208	
Contracting Agency/Client: The School Board of Manatee County	
Contact Name and Phone #: Reginald L. Goff, Sr., Project Director 941.708.8800 Ext. 44231	
Contact Email Address and Fax #: goffr@manateeschools.net No Fax	
Contract Amount: Time and Materials	Date Work Performed: 2019 - Present

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

Proposed Schedule of Subcontractor Participation (no subcontractors)

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 PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

Due Date: Thursday, November 14, 2024

Attachment "G"

Proposed Schedule of Subcontractor Participation

☒ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: RFP-2025-1237	
Title: Building Official Services		Total Project Amount: \$	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			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

When applicable, the Proposer, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Proposed Schedule of Subcontractor Participation**, is truthful and correct at the time of submission.

Proposer/Contractor Name: **Bureau Veritas North America, Inc.**

Mailing Address: 1422 S. Narcoosee Road, St. Cloud, FL 34771

Telephone Number: 407.556.0027 Fax Number: 407.517.4467

E-mail Address: van.tran@bureauveritas.com


Authorized Signature

Van Tran

Printed Name _____

06-1689244

FEIN Number

Vice President, Plan Check & Inspections – Central & East Region November 11, 2024

Title

Date _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

Scrutinized Companies Certification

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "H" Contractor Certification Regarding Scrutinized Companies

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may 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, and is not engaged in business operations in Cuba or Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations Cuba or Syria.

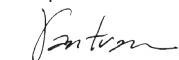
This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

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.

Proposer/Contractor Name: Bureau Veritas North America, Inc.

Mailing Address: 1422 S. Narcoosee Road, St. Cloud, FL 34771

Telephone Number: 407.556.0027 Fax Number: 407.517.4467 E-mail Address: van.tran@bureauveritas.com



Authorized Signatory

Van Tran

Printed Name

FEIN: 06-1689244

Vice President, Plan Check & Inspections – Central & East Region

November 11, 2024

Title

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE (when applicable)
Failure to submit this form may be grounds for disqualification of your submittal

TAB D: REQUIRED FORMS

Proof of Licenses/Certification

11/12/24, 1:17 PM

DBPR - BUREAU VERITAS NORTH AMERICA, INC.; Doing Business As: BUREAU VERITAS NORTH AMERICA, INC., Engineeri...

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



Department of Business
& Professional Regulation

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- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

4:15:17 PM 11/12/2024

Licensee Information

Name:	BUREAU VERITAS NORTH AMERICA, INC. (Primary Name) BUREAU VERITAS NORTH AMERICA, INC. (DBA Name)
Main Address:	1422 S. NARCOOSSEE ROAD ST. CLOUD Florida 34771
County:	OSCEOLA

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	35243
Status:	Null and Void
Licensure Date:	06/29/2021
Expires:	

Special Qualifications

Qualification Effective

Alternate Names

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2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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TAB D: REQUIRED FORMS

Proof of Licenses/Certification

11/12/24, 1:00 PM

Detail by Entity Name

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
BUREAU VERITAS NORTH AMERICA, INC.

Filing Information

Document Number F03000001638
FEI/EIN Number 06-1689244
Date Filed 04/01/2003
State DE
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/07/2022

Principal Address

16800 Greenspoint Park Drive
Suite 300S
Houston, TX 77061

Changed: 04/18/2023

Mailing Address

16800 Greenspoint Park Drive
Suite 300
Houston, TX 77060

Changed: 04/20/2024

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 10/25/2021

Address Changed: 07/02/2020

Officer/Director Detail

Name & Address

Title Director, Secretary, VP

<https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=BUREAU...>

1/3

Proof of Licenses/Certification

11/12/24, 1:00 PM

Detail by Entity Name

Bush, Heather
16800 Greenspoint Park Drive
Suite 300S
Houston, TX 77061

Title Treasurer, CFO

Davachi, Linda
16800 Greenspoint Park Drive
Suite 300S
Houston, TX 77061

Title CEO, Director, President

Till, Shawn
16800 Greenspoint Park Drive
Suite 300S
Houston, TX 77060

Annual Reports

Report Year	Filed Date
2022	10/07/2022
2023	04/18/2023
2024	04/20/2024

Document Images

04/20/2024 -- ANNUAL REPORT	View image in PDF format
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10/07/2022 -- REINSTATEMENT	View image in PDF format
10/25/2021 -- REINSTATEMENT	View image in PDF format
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03/18/2019 -- ANNUAL REPORT	View image in PDF format
01/11/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
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05/12/2010 -- Off/Dir Resignation	View image in PDF format
04/12/2010 -- Off/Dir Resignation	View image in PDF format
01/07/2010 -- ANNUAL REPORT	View image in PDF format
01/22/2009 -- ANNUAL REPORT	View image in PDF format

Proof of Licenses/Certification

11/12/24, 1:00 PM

Detail by Entity Name

04/17/2008 -- ANNUAL REPORT	View image in PDF format
09/27/2007 -- Merger	View image in PDF format
05/01/2007 -- ANNUAL REPORT	View image in PDF format
03/13/2007 -- ANNUAL REPORT	View image in PDF format
08/10/2006 -- Merger	View image in PDF format
07/03/2006 -- Name Change	View image in PDF format
04/25/2006 -- ANNUAL REPORT	View image in PDF format
04/25/2005 -- ANNUAL REPORT	View image in PDF format
07/13/2004 -- ANNUAL REPORT	View image in PDF format
04/01/2003 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations



Department of Professional Regulation Certificate - (in Lieu of Local Business Tax Receipt)

11/12/24, 1:17 PM

DBPR - BUREAU VERITAS NORTH AMERICA, INC.; Doing Business As: BUREAU VERITAS NORTH AMERICA, INC., Engineeri...

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Department of Business
& Professional Regulation

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[Unlicensed Activity Search](#)
[AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

4:15:17 PM 11/12/2024

Licensee Information

Name:	BUREAU VERITAS NORTH AMERICA, INC. (Primary Name) BUREAU VERITAS NORTH AMERICA, INC. (DBA Name)
Main Address:	1422 S. NARCOOSSEE ROAD ST. CLOUD Florida 34771
County:	OSCEOLA

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	35243
Status:	Null and Void
Licensure Date:	06/29/2021
Expires:	

Special Qualifications

Qualification Effective

Alternate Names

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<https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=7E6993BA28411DCE7B1B3B6941C26A5E>

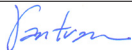
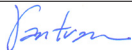
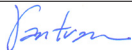
1/2

TAB D: REQUIRED FORMS

Tax Identification Number (TIN)

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification		Give form to the requester. Do not send to the IRS.
	Go to www.irs.gov/FormW9 for instructions and the latest information.		
Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.			
Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Bureau Veritas North America, Inc.		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
	5 Address (number, street, and apt. or suite no.). See instructions. 16800 Greenspoint Park Dr. STE 300S		Requester's name and address (optional)
	6 City, state, and ZIP code Houston, TX 77060		
	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 <i>How to get a TIN</i> , later.																																																														
Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																														
<table border="1"><tr><td colspan="10">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr><tr><td colspan="13">or</td></tr><tr><td colspan="13">Employer identification number</td></tr><tr><td>0</td><td>6</td><td></td><td>-</td><td>1</td><td>6</td><td>8</td><td>9</td><td>2</td><td>4</td><td>4</td><td></td><td></td></tr></table>	Social security number														-				-					or													Employer identification number													0	6		-	1	6	8	9	2	4	4		
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Employer identification number																																																														
0	6		-	1	6	8	9	2	4	4																																																				

Part II Certification			
Under penalties of perjury, I certify that:			
1. 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			
2. 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			
3. I am a U.S. citizen or other U.S. person (defined below); and			
4. 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.			
<table border="1"><tr><td>Sign Here</td><td>Signature of U.S. person </td><td>Date 5/8/2024</td></tr></table>	Sign Here	Signature of U.S. person 	Date 5/8/2024
Sign Here	Signature of U.S. person 	Date 5/8/2024	

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

TAB “E”

PRICE PROPOSAL



B U R E A U

V E R I T A

TAB E: PRICE PROPOSAL

Price Proposal and Acceptance of Terms

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "I"

Price Proposal and Acceptance of Terms

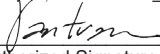
The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary 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 on the Price Proposal Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered.

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 and Contract Management 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: **Bureau Veritas North America, Inc.**

Mailing Address: **1422 S. Narcoossee Road, St. Cloud, FL 34771**

Telephone Number: **407.556.0027** Fax Number: **407.517.4467** E-mail Address: **van.tran@bureauveritas.com**


Authorized Signature

Van Tran

FEIN: **06-1689244**

Printed Name

Vice President, Plan Check & Inspections – Central & East Region

November 11, 2024

Title

Date

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

TAB E: PRICE PROPOSAL

Price Proposal

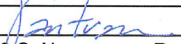
RFP-2025-1237 Building Official Services Price Proposal Form

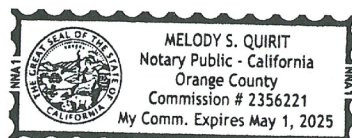
Building Official Services (Per Hour)	Standard Rate	Overtime Rate*
Licensed Building Official - On Site for Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$120.00	\$180.00
Licensed Building Official - Building Inspector	\$120.00	\$180.00
Additional 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	

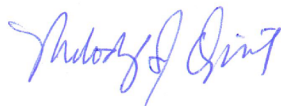
*Overtime rates include: After business hours specified, weekends, and holidays observed by the City.

NOTE: The Bidder agrees that the quantities shown for unit price items are approximate and are subject to variations in the field and further agrees to do the work at the unit bid price whether the quantities are increased or decreased.

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 ITB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the ITB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the ITB 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 set forth herein. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this ITB document or as otherwise agreed to between the parties in writing.

Bidder/Contractor: Bureau Veritas North America, Inc.
Printed Name: Van Tran
Title: Vice President, Plan Check & Inspections – Central & East Region
Signature: 
Address: 1422 S. Narcoossee Road
City/State/Zip: St. Cloud, FL 34771
FEIN: 06-1689244
Phone: 407.556.0027 (Office) | 214.876.6855 (Mobile)
Email: van.tran@bureauveritas.com





Price Proposal

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

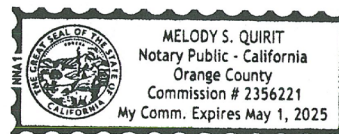
State of California
County of Orange)

On November 14, 2024 before me, Melody J. Quirit, Notary Public
(insert name and title of the officer)

personally appeared Van Tran,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

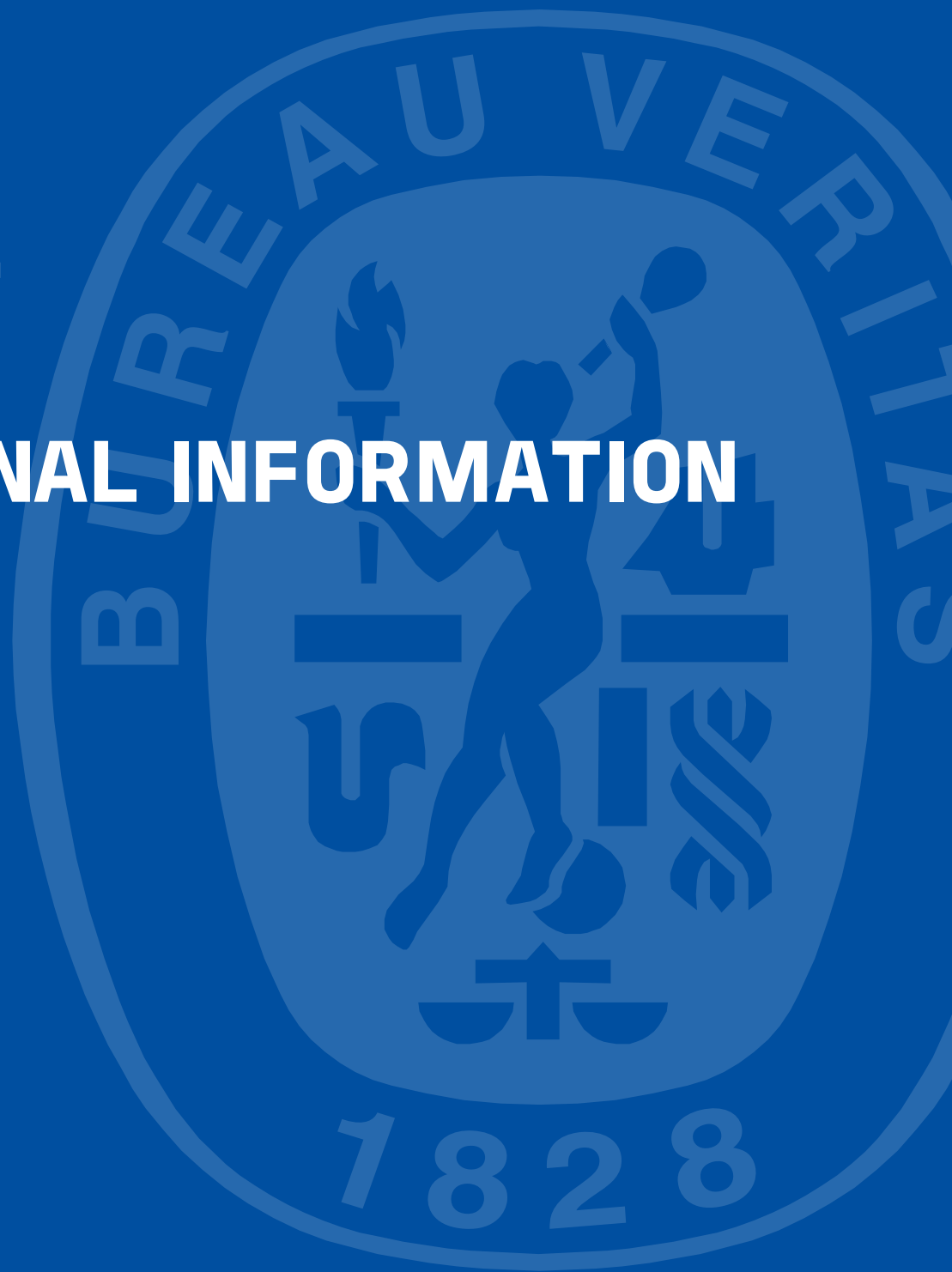
WITNESS my hand and official seal.



Signature Melody J. Quirit (Seal)

TAB “F”

ADDITIONAL INFORMATION



B U R E A U

V E R I T A

TAB F: ADDITIONAL INFORMATION

Services offered by Bureau Veritas North America include:

ARCHITECTURE AND ENGINEERING SERVICES

- Architectural Design
- Electrical Engineering
- Structural Engineering
- Civil Engineering
- Compliance
- Commissioning

CONSTRUCTION CODE COMPLIANCE

Government & Public Organizations

- Building Department Administration
- Building Plan Review
- Building Inspections
- Civil Plan Review and Inspections
- Disaster Recovery Inspections
- Food Establishment Inspections

Private Organizations

- Accessibility Plan Review & Inspections
 - Code Consulting
 - Energy Code Compliance
 - Green Building Programs
 - Risk Management Programs
 - Third Party Plan Review & Inspections
- Power & Utilities (Wet & Dry)
- Building a Power Plant
 - Solar Roof Tops
 - Emission Measurement
 - Photovoltaic (Solar Electric) Power
 - Wind Power

INDUSTRIAL MANUFACTURING COMPLIANCE

- Boiler and Pressure Vessel Inspection
- Cargo Container Inspection
- CE Marking
- Pressure Equipment Directive (PED)
- Certification of USDOT Hydrostatic Facilities
- Expediting
- In-Service Inspection
- Mechanical Equipment Inspection
- Nondestructive Testing
- Protective Coatings Inspection
- Railway Component Inspection

- Shop and Site Installation Inspection
- Structural Steel Fabrication Inspection
- Technical Training
- Welding Engineering
- Manufacturing Compliance and Certification

ELEVATOR INSPECTIONS

- Routine Inspections
- Plan Review
- Maintenance Audits/ Surveys
- Periodic Inspections and Test Witnessing
- Final Acceptance Test Witnessing
- Specification Reviews
- Modernization / Maintenance Surveys
- Accident Investigations
- Insurance Carrier Inspection Requirements
- Fire Service and Emergency Power Test
- Witnessing

COMMISSIONING

- BV Mission Critical
- Existing Building Commissioning
- New Building Commissioning
- Preventative Maintenance Services

ENVIRONMENTAL

- Phase I ESAs
- Phase II Site Investigation Assessment
- Radon Testing & Mitigation
- Vapor Intrusion Studies
- Asbestos & Lead Services

LAND PLANNING

- ALTA Surveys
- Zoning Reports
- Land Planning Services

FACILITIES

- ADA Assessments & Consulting
- Facility Condition Assessments
- Paving Evaluations
- Roof Assessments
- Equipment Inventory & Tagging
- Site Investigation Reports
- Fuel System Inspections
- Capital Expenditure Planning
- Preventative Maintenance Programs

APPENDIX



BUREAU

VERITAS

Judson Delany, BU, PX, BN

Project Manager / Building Official / Plans Examiner / Inspector

EDUCATION

Associate of Arts Degree,
Business

LICENSES/ CERTIFICATIONS

Florida DBPR:

Building Code
Administrator
BU1990

Building Plans Examiner
PX3626

Building Inspector
BN6644

Building Contractor
CBC058100

Roofing Contractor
CCC057998

Home Inspector
HI5254

Certified Flood Plain
Manager

PROFESSIONAL AFFILIATIONS

Florida Department of
Business and Professional
Regulation

TOTAL YEARS OF EXPERIENCE

35+

Mr. Dulany has over thirty-five (35) years of experience in construction management and twenty (26) years of hands-on construction skills gained through experience as a commercial, residential, and industrial State of Florida Certified Building and Roofing Contractor and Building Code Administrator. He is knowledgeable in all aspects of construction: estimating, contracts, underground utilities, site work, foundations, structural walls, sub-contractors (electrical, HVAC, plumbing) and roof systems.

SELECT PROJECT EXPERIENCE:

Bureau Veritas North America, Inc. / C.A.P. Government Building Official, Building Plans Examiner, Inspector and Floodplain Manager 2015 - Present

Responsible for planning, directing, and overseeing the division's Palm Beach County operations. Serves as the Building Official for several municipalities in Palm Beach and Central Florida region: Glades County, City of Belle Glade, City of South Bay, City of Pahokee, Town of Malabar, Town of Palm Shores, and the City of Bunnell. Reviews building plans for compliance with the Florida Building Code and local regulations; prepares written reports on code discrepancies and code violations; develops, maintains, and updates records of codes and plan reviews. Determines the structural soundness of buildings and construction projects.

Grace Construction, Inc. Owner and Operator

1997 - 2015

Self-employed State certified building and roofing contractor. Responsibilities included customer relations, material takes offs, blueprint comprehension and bonding requirements. Day to day operations of construction and roofing companies estimates for commercial, industrial, and residential customers. design build campgrounds, marina renovations, recreational parks. Also served as project manager for general contractor fast food restaurants construction, east and west coast of Florida.

Tripp Construction, Inc. Superintendent

Responsibilities included:

- 500 plus single-family home construction
- Multi-family housing construction 1,2, and 3 Story
- Medical Office and emergency room construction



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LICENSEE DETAILS

7:36:15 PM 11/13/2024

Licensee Information

Name:	DULANY, JUDSON DEWITT (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1990
Status:	Current,Active
Licensure Date:	02/26/2018
Expires:	11/30/2025

Special Qualifications	Qualification Effective

Alternate Names



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LICENSEE DETAILS

9:29:52 PM 11/13/2024

Licensee Information

Name:	DULANY, JUDSON DEWITT (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Residential Plans Examiner
Rank:	
License Number:	
Status:	Application in Progress
Licensure Date:	
Expires:	

Special Qualifications	Qualification Effective

Alternate Names



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LICENSEE DETAILS

Licensee Information

Name:	DULANY, JUDSON DEWITT (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3626
Status:	Current,Active
Licensure Date:	07/30/2015
Expires:	11/30/2025

Special Qualifications

Building	Qualification Effective 07/30/2015
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Alternate Names



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LICENSEE DETAILS

Licensee Information

Name:	DULANY, JUDSON DEWITT (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6644
Status:	Current,Active
Licensure Date:	03/27/2015
Expires:	11/30/2025

Special Qualifications

Building	Qualification Effective 03/27/2015
----------	---------------------------------------

Alternate Names

62

BUREAU VERITAS 1422 S. Narcoossee Road, St. Cloud, FL 34771
P 407.556.0027 | F 407.517.4467 | www.bvna.com

Murat Kizikli, P.E., S.I. Structural Engineer

EDUCATION

Bachelor in Civil
Engineering

LICENSES/ CERTIFICATIONS

Registered Professional
Engineer:
FL #70087
GA #PE041193

Florida DBPR:
Standard Inspector
Certified General
Contractor

PROFESSIONAL AFFILIATIONS

College of Engineers &
Surveyors of Puerto Rico

Florida Department of
Business and Professional
Regulation

TOTAL YEARS OF EXPERIENCE

10+

Murat is a licensed professional engineer with more than 10 years designing and inspecting multi-million dollar construction projects.

Throughout his career, Murat has worked with clients, outside agencies, contractors, subcontractors, and in-house resources on a day-to-day basis. He has a proven ability to monitor, update, and meet inspection schedules, bringing projects to conclusion within the anticipated time frames

Murat has also performed and reviewed insurance inspections on a daily basis for both quality and accuracy.

SELECT PROJECT EXPERIENCE:

ELAD Condominiums Plan Review

Performed plan review services on the design of an 8.8 acre site of proposed new condominiums. The development under ELAD proposes new condos which would average approximately 2,200 square feet each overlooking a picturesque golf course.

Trader Joe's Boca Raton, FL

Performed plan review and inspections for the grocery chain's Boca Raton location.

The Mark at CityScape Boca Raton, FL

Performed plan review and inspections for the 12-story luxury apartment building. The complex boasts 208 apartments, 18,000 square feet of retail space and a 686-spot parking garage. It sits on an acre of prime real estate.

Camden Boca Raton Boca Raton, FL



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LICENSEE DETAILS

12:49:27 AM 4/2/2024

Licensee Information

Name:	KIZIKLI, MURAT (Primary Name)
Main Address:	3670 INVERRARY DRIVE APT #1W LAUDERHILL Florida 33319
County:	BROWARD
License Mailing:	3670 INVERRARY DRIVE APT #1W LAUDERHILL FL 33319
County:	BROWARD
License Location:	3670 INVERRARY DRIVE APT #1W LAUDERHILL FL 33319
County:	BROWARD

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN4254
Status:	Current,Active
Licensure Date:	01/15/2002
Expires:	11/30/2025

Special Qualifications

Qualification Effective
Building

Alternate Names

KIZIKLI, MURAT



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LICENSEE DETAILS

12:49:43 AM 4/2/2024

Licensee Information

Name:	KIZIKLI, MURAT (Primary Name)
Main Address:	3670 INVERRARY DRIVE APT# 1W LAUDERHILL Florida 33319
County:	BROWARD
License Mailing:	3670 INVERRARY DRIVE APT# 1W LAUDERHILL FL 33319
County:	BROWARD

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	70087
Status:	Current,Active
Licensure Date:	07/24/2009
Expires:	02/28/2025

Special Qualifications

Qualification Effective
Structural 1
Special Inspector
7th Edition, Florida Building Code
07/24/2009
12/14/2009
02/22/2021

Alternate Names

--

John Boden, M.C.P., C.B.O.

Building Inspector/Plans Examiner

LICENSES/ CERTIFICATIONS

ICC Master Code
Professional
Florida BCAIB Plans
Examiner and Inspector
Florida BCAIB Building
Code Administrator
Florida Fire Safety
Inspector I
US Army Ammunitions
Specialist/MLRS
Crewmember
Florida CILB Certified
General Contractor

PROFESSIONAL AFFILIATIONS

International Code
Council (ICC)
Florida BCAIB

TOTAL YEARS OF EXPERIENCE

7+

John Boden has 7+ years of experience within different sectors of the construction and building industry. Mr. Boden has worked closely with employees in order to successfully manage, plan, and direct the business. His work ethic and his certifications go hand-in-hand in developing a successful team within the industry.

SELECT PROJECT EXPERIENCE:

Inspector/Plans Examiner Bureau Veritas North America, Inc. 2023 - Present

Reviews plans for building construction and alterations to ensure compliance with the applicable municipal, state, and federal codes and ordinances including the Florida Building Code Structural, Mechanical, Electrical, and Plumbing. Additionally, registered with the Florida Department of Business and Professional Regulation (DBPR). Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances including the Florida Building Code Structural, Mechanical, Electrical, and Plumbing. Additionally, registered with the Florida Department of Business and Professional Regulation (DBPR). Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements.

Business Unit Manager Bureau Veritas North America, Inc. 2021 - 2022

Oversees the entire Florida plan review and inspection services team. Additionally, serves as a Building Code Administrator, Plans Examiner, and Inspector for commercial and residential projects throughout the state.

Assistant Director/ Building Official City of Deltona 2021

Implemented policies and procedures to change the culture of an under-performing building department. Recruited inspectors, plans examiners, permit techs and customer service representatives with a desire to change the perception of a department servicing a population of 95,000.

 About ICC Membership Professional Development Products & Services Resources & News Store Codes   			
Certified under this name	City	State	Certificates
John Boden	Ormond Beach	FL	Residential Mechanical Inspector (expires 10/29/2028) Residential Electrical Inspector (expires 10/29/2028) Commercial Mechanical Inspector (expires 10/29/2028) Residential Building Inspector (expires 10/29/2028) Commercial Building Inspector (expires 10/29/2028) Residential Plumbing Inspector (expires 10/29/2028) Building Inspector (expires 10/29/2028) Mechanical Inspector (expires 10/29/2028) Residential Combination Inspector (expires 10/29/2028) Coastal and Floodplain Construction Inspector (expires 10/29/2028) Commercial Electrical Inspector (expires 10/29/2028) Electrical Inspector (expires 10/29/2028) Electrical Plans Examiner (expires 10/29/2028) Building Plans Examiner (expires 10/29/2028) Commercial Plumbing Inspector (expires 10/29/2028) Plumbing Inspector (expires 10/29/2028) Commercial Combination Inspector (expires 10/29/2028) Combination Inspector (expires 10/29/2028) Plumbing Plans Examiner (expires 10/29/2028) Mechanical Plans Examiner (expires 10/29/2028) Certified Building Official (expires 10/29/2028) Electrical Code Specialist (expires 10/29/2028) Mechanical Code Specialist (expires 10/29/2028) Building Code Specialist (expires 10/29/2028) Plumbing Code Specialist (expires 10/29/2028) Combination Plans Examiner (expires 10/29/2028) Residential Energy Inspector/Plans Examiner (expires 10/29/2028) Fire Plans Examiner (expires 10/29/2028) Accessibility Inspector/Plans Examiner (expires 10/29/2028) Master Code Professional (expires 10/29/2028) Permit Technician (expires 10/29/2028) Zoning Inspector (expires 10/29/2028) Permit Specialist (expires 10/29/2028) Property Maintenance and Housing Inspector (expires 10/29/2028) Housing and Zoning Code Specialist (expires 10/29/2028) Certified Fire Marshal (expires 10/29/2028) Fire Inspector II (expires 10/29/2028) Fire Inspector I (expires 10/29/2028) Fire Code Specialist (expires 10/29/2028) Spray Applied Fire Proofing Special Inspector (expires 10/29/2028)



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LICENSEE DETAILS

1:26:02 AM 4/2/2024

Licensee Information

Name: BODEN, JOHN J JR (Primary Name)
 Main Address: "Private Address" "Private Address"
 "Private Address"
 "Private Address"
 "Private Address"

License Information

License Type: Standard Plans Examiner
 Rank: Plans Examiner
 License Number: PX3983
 Status: Current, Active
 Licensure Date: 11/03/2017
 Expires: 11/30/2025

Special Qualifications

Qualification	Qualification Effective
Building	11/03/2017
Electrical	08/14/2019
Mechanical	11/07/2017
Plumbing	04/24/2018

Alternate Names



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LICENSEE DETAILS
Licensee Information

Name:	BODEN, JOHN J JR (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU2030
Status:	Current,Active
Licensure Date:	02/28/2019
Expires:	11/30/2025

Special Qualifications	Qualification Effective

Alternate Names

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LICENSEE DETAILS
Licensee Information

Name:	BODEN, JOHN J JR (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Residential Plans Examiner
Rank:	Residential
License Number:	RPX319
Status:	Current,Active
Licensure Date:	08/14/2019
Expires:	11/30/2025

Special Qualifications	Qualification Effective

Alternate Names

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 Department of Business
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LICENSEE DETAILS
Licensee Information

Name:	BODEN, JOHN J JR (Primary Name)
Main Address:	"Private Address" "Private Address" "Private Address" "Private Address" "Private Address"

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN7233
Status:	Current,Active
Licensure Date:	10/13/2017
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	10/16/2017
Coastal Construction	02/18/2019
Electrical Inspector	08/14/2019
Residential	10/13/2017
Mechanical	10/16/2017
Plumbing	01/21/2018

Michael Moore

Plans Examiner/Building Inspector

EDUCATION

Bachelor's Degree

LICENSES/ CERTIFICATIONS

Florida DBPR:
Standard Plans Examiner
Standard Inspector
Certified Instructor
of Journeyman and
Apprentices

PROFESSIONAL AFFILIATIONS

Florida Association
of Plumbing, Gas and
Mechanical Inspectors,
Suncoast Chapter,
Director - District 7
State of Florida
Department of Business
and Professional
Regulation (FDBPR)

TOTAL YEARS OF EXPERIENCE

29

Michael has been an inspector for 29 years. During this tenure, he has developed a portfolio of project experience including educational, industrial, high-rise, and general commercial construction. He has complemented the efforts of numerous municipalities to administer a code compliance program which works cooperatively with design and construction teams to monitor the compliance with State and local code requirements, while helping to keep construction moving forward. In doing so, he has provided alternate means and methods to achieve compliance. He has performed same-day, after-hours and weekend inspections to aid clients in achieving deadlines and is accessible via cell phone and electronic mail for quick responses to contractor questions.

SELECT PROJECT EXPERIENCE

BJ's Wholesale Club Pan American Corral Terrace

Performed inspections on this new 102,000 square foot facility located in Miami. The club will offer members special pricing on a wide variety of products, from groceries, cleaning supplies and health & beauty to home goods, computers, electronics and more.

Lemon Bay High School Harvard Jolly

Performed inspections on the \$70 million Lemon Bay High School additions and renovations. The project consists of 366,600 square feet and seven buildings. The district is replacing outdated buildings in six phases.

Lee County Warehouse Additions and Renovations Lee County School District

The project included construction of a 13,000 square foot addition, as well as renovations and remodeling of the existing Lee County Schools District warehouse. Also included were construction of a new storage building nine and the construction of the new open-wall storage building 10.

Michael performed inspections to verify construction complied with all State statutes, State Requirements for Educational Facilities, District requirements, SMART School Criteria and any codes relative to school construction.

Blake Medical Center Bradenton, FL

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Licensee Information

Name: MOORE, MICHAEL D (Primary Name)

Main Address: *Private Address* *Private Address*

Private Address

Private Address

Private Address

License Location: *Private Address* *Private Address*

Private Address

Private Address

Private Address

License Information

License Type: Standard Plans Examiner

Rank: Plans Examiner

License Number: PX1657

Status: Current,Active

Licensure Date: 10/05/1999

Expires: 11/30/2025

Special Qualifications

Qualification Effective

Plumbing

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Licensee Information

Name: MOORE, MICHAEL D (Primary Name)

Main Address: *Private Address* *Private Address*

Private Address

Private Address

Private Address

License Location: *Private Address* *Private Address*

Private Address

Private Address

Private Address

License Information

License Type: Standard Inspector

Rank: Inspector

License Number: BN678

Status: Current,Active

Licensure Date: 03/18/1994

Expires: 11/30/2025

Special Qualifications

Qualification Effective

Building 11/21/2006

Commercial Electric 11/21/2006

Mechanical

Plumbing

Residential Electric

Millard Moorehead

Building Inspector

LICENSES/ CERTIFICATIONS

Florida State Licensed

Standard Inspector -
BN5513

TOTAL YEARS OF EXPERIENCE

16+

Millard is a seasoned building inspector with more than 16 years of experience in fast paced areas of rapid growth. He is excellent in communicating, great people skills and has an exceptional record of accomplishing work on time.

SELECT PROJECT EXPERIENCE

Building Inspector III Polk County Building Division, New Smyrna Beach, FL

Responsibilities include conducting field inspections of private and public onstruction projects, structural, plumbing, mechanical and/or electrical installations, to ensure compliance with applicable codes standards and regulations.

Construction Supervisor Williams and Rowe Construction, Jacksonville, FL

Supervised, coordinated, or scheduled the activities of construction or extractive workers. Read specifications, such as blueprints, to determine construction requirements or to plan procedures. Inspected work progress, equipment or construction sties to verify safety or to ensure that specifications were met. Assigned work to employees, based on material or worker requirements of specific jobs. Ordered or requisition materials or supplies.





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LICENSEE DETAILS

1:42:30 AM 4/2/2024

Licensee Information

Name:	MOOREHEAD, MILLARD C (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN5513
Status:	Current,Active
Licensure Date:	10/09/2006
Expires:	11/30/2025

Special Qualifications

Qualification	Qualification Effective
Building	10/09/2006
Residential	01/25/2008

Alternate Names

MOOREHEAD, MILLARD CLARENCE

Robin Stewart Plans Examiner

LICENSES/ CERTIFICATIONS

Florida DBPR:
Standard Inspector
Florida #BN 7074

Provisional 1 & 2 Family
Dwelling Inspector

ICC Certified:
Residential Building
Inspector
Residential Mechanical
Inspector
Residential Plumbing
Inspector
Residential Electrical
Inspector
Residential Combination
Inspector

PROFESSIONAL AFFILIATIONS

International Code
Council (ICC)

Florida Department of
Business and Professional
Regulation (DBPR)

TOTAL YEARS OF EXPERIENCE

20+

Robin has over 20 years of combined residential and commercial construction experience. Through his past and present experience, he has a detailed knowledge of building safety and the ability to identify and apply building code.

SELECT PROJECT EXPERIENCE:

Plans Examiner Bureau Veritas North America, Inc. 2023 - Present

Reviews plans for building construction and alterations to ensure compliance with the applicable municipal, state, and federal codes and ordinances including the Florida Building Code Structural, Mechanical, Electrical, and Plumbing. Additionally, registered with the Florida Department of Business and Professional Regulation (DBPR). Provides assistance to jurisdictional staff and general public on requirements for applying for construction or alteration permits and the related fees. Works with architects, engineers, designers, builders, property owners, and stakeholders to obtain compliance, making recommendations for resolution.

Commercial Building Inspector City of Saint Cloud 2012 - Present

Residential/Commercial Construction Screens by Essing 2010 - 2012

Residential/Commercial Construction A & W, Inc. 2001 - 20100

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Licenses Information

Name:

STEWART, ROBIN ALAN (Primary Name)

Main Address:

Private Address *Private Address*

Private Address

Private Address

Private Address

Licenses Information

License Type:

Standard Inspector

Rank:

Inspector

License Number:

BN7074

Status:

Current,Active

Licensure Date:

03/29/2017

Expires:

11/30/2025

Special Qualifications

Qualification Effective

Building

03/29/2017

Residential

07/10/2022

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robin stewart	Bushnell	FL	Residential Building Inspector (expires 04/18/2025) Residential Mechanical Inspector (expires 05/06/2025) Residential Plumbing Inspector (expires 05/20/2025) Residential Electrical Inspector (expires 07/07/2025) Residential Combination Inspector (expires 07/08/2025)

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John Taylor, C.B.O.

Building Inspector/Plans Examiner

CERTIFICATIONS/ REGISTRATIONS

Building Code
Administrator
Standard Plans Examiner
Residential Plans
Examiner
Standard Inspector
Residential Electrical
Inspector
ICC Certified:
Building Official
Building Code Specialist
Building Code Official
Building Plans Examiner
Building Inspector
Coastal and Floodplain
Inspector
Building Plans Examiner
Commercial Building
Inspector
Commercial Plumbing
Inspector
Residential Building
Inspector
Residential Plumbing
Inspector
Residential Mechanical
Inspector
Residential Electrical
Inspector

PROFESSIONAL AFFILIATIONS

International Code
Council (ICC)

TOTAL YEARS OF EXPERIENCE

25+

John has over 25 years experience as a Building Inspector and Plans Examiner in construction, Building and Accessibility Code plan review and inspections. He is an effective researcher, identifies and interprets Building Code, State Statutes and Local Ordinances for building plans consultation, reviews and inspections. Extensive customer contact with General Contractors, Developers, Engineers and Architects providing building code interpretation, and problem solving for issues pertaining to applicable Building Codes, State Statutes and Local Ordinances. Supports and recommends solutions for code and policy related issues to permitting staff and other staff members within the county, city or local government structure.

SELECT PROJECT EXPERIENCE

Building Inspector

Bureau Veritas North America, Inc.

2022 - Present

Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances including the Florida Building Code Structural, Mechanical, Electrical, and Plumbing. Additionally, registered with the Florida Department of Business and Professional Regulation (DBPR). Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements.

Building Inspector

Lee County, Fort Myers Florida

2021-Currently

Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances including the Florida Building Code Structural, Mechanical, Electrical, and Plumbing. Additionally, registered with the Florida Department of Business and Professional Regulation (DBPR). Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority.



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Certified under this name	City	State	Certificates
John Taylor	Cape Coral	FL	Building Inspector (expires 07/25/2025) Residential Combination Inspector (expires 07/25/2025) Coastal and Floodplain Construction Inspector (expires 07/25/2025) Residential Plumbing Inspector (expires 07/25/2025) Commercial Plumbing Inspector (expires 07/25/2025) Building Plans Examiner (expires 07/25/2025) Certified Building Code Official (expires 07/25/2025) Residential Building Inspector (expires 07/25/2025) Residential Electrical Inspector (expires 07/25/2025) Certified Building Official (expires 07/25/2025) Residential Mechanical Inspector (expires 07/25/2025) Commercial Building Inspector (expires 07/25/2025) Plumbing Inspector (expires 07/25/2025) Building Code Specialist (expires 07/25/2025)



Richard Moore Building Inspector

EDUCATION

A.A., Degree

REGISTRATIONS/ CERTIFICATIONS

Florida License #BN 7132

PROFESSIONAL AFFILIATIONS

International Code
Council (ICC)

TOTAL YEARS OF EXPERIENCE

30+

Richard Moore is a certified building inspector with over 30 years of experience in the construction management field and 10 years of experience as a self-employed General Contractor.

SELECT PROJECT EXPERIENCE

Building Inspector Bureau Veritas North America, Inc. 2017 - Present

Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances including the Florida Building Code Structural, Mechanical, Electrical, and Plumbing. Additionally, registered with the Florida Department of Business and Professional Regulation (DBPR). Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements.

General Contractor Self-Employed

Provided materials, obtained necessary permits, scheduled inspections, complied with all building codes and saw projects through to completion

Medallion Homes Inc Field Supervisor

Supervised over 100 homes under construction in residential communities such as Bobcat Trail in Northport FL and Country Meadows in Bradenton, FL.

Senior Construction Manager Lennar Homes

In charge of taking homes from start to CO and homeowner orientation. Carried up to 28 homes at any one time and supervised small team.

Area Manager Morrison Homes

In charge of taking home from start through CO and homeowner orientation; also responsible for starting the first communities in Manatee and Sarasota counties and setting up subcontractor base.

Construction Manager Sunrise Homes

In charge of taking new homes from start to CO and homeowner orientation; also responsible for job take-offs and budgets.

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LICENSEE DETAILS

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Licenses Information

Name:	MOORE, RICHARD ALBA (Primary Name)
Main Address:	515 LEFFINGWELL AVE UNIT 214 ELLENTON Florida 34222
County:	MANATEE

Licenses Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN7132
Status:	Current,Active
Licensure Date:	06/19/2017
Expires:	11/30/2025

Special Qualifications

Building	06/19/2017
Residential	04/27/2018

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Zachary Fitts

Building Inspector

EDUCATION

B.S., Civil Engineering

CERTIFICATIONS/ LICENSES

Florida Certified:

Standard Inspector,
#BN8854

ICC Certified:

Commercial Building
Inspector

Residential Building
Inspector

Building Inspector

Residential Plumbing
Inspector

Residential Mechanical
Inspector

Residential Combination
Inspector

Building Plans Examiner

Plumbing Plans Examiner

Commercial Plumbing
Inspector

Plumbing Inspector

PROFESSIONAL AFFILIATIONS

Florida Certification
Organization

International Code
Council (ICC)

American Society of Civil
Engineers

TOTAL YEARS OF EXPERIENCE

1+

Zachary has 1+ years of inspection service experience. His experience includes residential and commercial construction projects, including footers/slab, tilt-up wall panels, wood and metal framing, insulation, and truss systems. Zachary has also been responsible for project oversight for projects including pipe installations, earthwork density testing, limerock base installation, asphalt milling and resurfacing. He also studies project specifications, plans, and drawings. Also responsible for maintaining records of all completed work, quantities installed, and preparation of monthly payment estimates in excess of \$1 million every 30 days.

SELECT PROJECT EXPERIENCE:

Building Inspector

Bureau Veritas North America, Inc.

2023 - Current

Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances including the Florida Building Code Structural, Mechanical, Electrical, and Plumbing. Additionally, registered with the Florida Department of Business and Professional Regulation (DBPR). Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements. Responsible for building type inspections for both residential and commercial construction projects throughout the central Florida area, including but not limited to footers/slab, tilt-up wall panels, wood and metal framing, insulation, and truss systems. Maintenance of records and documentation of completed inspections.

Inspector/Associate Contract Support Specialist

Private Sector

2022 - 2023

Responsible for inspections and project oversight on FDOT construction projects including but not limited to pipe installations, earthwork density testing, limerock base installation, asphalt milling and resurfacing. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements. Performs inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances including the Florida Building Code Structural, Mechanical, Electrical, and Plumbing. Additionally, registered with the Florida Department of Business and Professional Regulation (DBPR).



PLEASE NOTE: Search will return a maximum of 500 records, and is limited to that information on record as provided by candidates.

Search Result:

1 records found.

Certified under this name	City	State	Certificates
Zachary Fitts	Saint Cloud	FL	Commercial Building Inspector (expires 07/04/2026) Residential Building Inspector (expires 01/18/2027) Building Inspector (expires 01/19/2027) Residential Electrical Inspector (expires 01/21/2027) Residential Plumbing Inspector (expires 02/03/2027) Residential Mechanical Inspector (expires 02/06/2027) Residential Combination Inspector (expires 02/07/2027) Building Plans Examiner (expires 05/12/2027) Plumbing Plans Examiner (expires 06/03/2027) Commercial Plumbing Inspector (expires 06/03/2027) Plumbing Inspector (expires 06/04/2027)

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LICENSEE DETAILS

2:05:25 PM 7/1/2024

Licensee Information

Name: FITTS, ZACHARY LEE (Primary Name)
 Main Address: *Private Address* *Private Address*
 Private Address
 Private Address
 Private Address

License Information

License Type: Standard Inspector
 Rank: Inspector
 License Number: BN8854
 Status: Current,Active
 Licensure Date: 07/12/2023
 Expires: 11/30/2025

Special Qualifications

Qualification Effective

Building 07/12/2023
 Residential 02/08/2024
 Plumbing 06/06/2024

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License Information

Special Qualifications

Name:

Main Address:

FITTS, ZACHARY LEE (Primary Name)

Private Address *Private Address*

Private Address

Private Address

Private Address

License Type:

Rank:

License Number:

Status:

Licensure Date:

Expires:

Standard Plans Examiner

Plans Examiner

PX5138

Current,Active

05/14/2024

11/30/2025

Building

Plumbing

Qualification Effective

05/14/2024

06/06/2024

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Joshua Munson Plans Examiner

EDUCATION

Journeyman Electrician
License, Daytona State
College

CERTIFICATIONS/ LICENSES

ICC Certified:

Commercial Electrical
Inspector

Electrical Plans Examiner

Florida:

Electrical Inspector

Electrical Plans Examiner

Fire Inspector & Plans
Examiner

Commercial Building
Plans Examiner

PROFESSIONAL AFFILIATIONS

International Code
Council (ICC)

Department of Business
and Professional
Regulation (DBPR)

TOTAL YEARS OF EXPERIENCE

12+

Joshua has over 12 years experience in building code compliance with an emphasis in electrical. His past experience as an electrician has given him a detailed knowledge of building safety and the ability to apply building codes effectively.

SELECT PROJECT EXPERIENCE:

Plans Examiner
Bureau Veritas North America, Inc.
2022 - Present

Reviews plans for building construction and alterations to ensure compliance with the applicable municipal, state, and federal codes and ordinances including the Florida Building Code Structural, Mechanical, Electrical, and Plumbing. Additionally, registered with the Florida Department of Business and Professional Regulation (DBPR). Provides assistance to jurisdictional staff and general public on requirements for applying for construction or alteration permits and the related fees. Works with architects, engineers, designers, builders, property owners, and stakeholders to obtain compliance, making recommendations for resolution.

Building Inspector/Plans Examiner
City of Palm Coast
2019 - 2022

Performed inspections and plan reviews for new and existing construction alterations for compliance with the Florida Building Code and approved construction plans. Collaborated with contractors, subcontractors, homeowners to ensure required documentation is submitted and correct. The City of Palm Coast has a population of approximately 93,000. The average number of permits issued in a year is 30,000; of those, any requiring electrical plan review is and approximately 1/3rd of the inspection is performed by me.

Journeyman Electrician
Private
2017 - 2019

Installed (rough and trim), repaired, and performed maintenance of electrical system in residential and commercial construction. Troubleshoot problems on existing electrical systems. Responsible for inventory and ordering of materials for company.

Journeyman Electrician
Private
2016 - 2017



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Certified under this name	City	State	Certificates
JOSHUA MUNSON	ORMOND BEACH	FL	Commercial Electrical Inspector (expires 01/03/2026) Electrical Plans Examiner (expires 01/03/2026)

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LICENSEE DETAILS

4:54:51 PM 7/1/2024

Licensee Information

Name: MUNSON, JOSHUA ROSS (Primary Name)
 Main Address: *Private Address* *Private Address*
 Private Address
 Private Address
 Private Address

License Information

License Type: Standard Plans Examiner
 Rank: Plans Examiner
 License Number: PX4823
 Status: Current,Active
 Licensure Date: 08/24/2022
 Expires: 11/30/2025

Special Qualifications

Qualification Effective

Building 08/24/2022
 Electrical 01/21/2020

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Licenses Information

Name:

MUNSON, JOSHUA ROSS (Primary Name)

Main Address:

Private Address *Private Address*

Private Address

Private Address

Private Address

Licenses Information

License Type:

Standard Inspector

Rank:

Inspector

License Number:

BN7933

Status:

Current,Active

Licensure Date:

01/21/2020

Expires:

11/30/2025

Special Qualifications

Qualification Effective

Electrical Inspector

01/21/2020

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Anthony Warren

Plans Examiner

CERTIFICATIONS/ LICENSES

Florida Licensed:
Standard Plans Examiner
– Building, Mechanical
Residential Plans
Examiner (Florida
Standard Inspector -
Building, Residential,
Mechanical, Coastal
Construction
Building Code
Administrator
Diversity, Equity
and Inclusion in the
Workplace Certificate
(University of South
Florida)
Certified General
Contractor
AACE Licensed:
Code Enforcement
Administrator
Code Enforcement Officer
Property Maintenance
and Housing Inspector
Master Code Enforcement
Professional
ICC Certified:
Fire Plans Examiner
Commercial Building
Inspector
Commercial Plans
Examiner
Commercial Mechanical

Anthony is an experienced leader with over 20 years in management in local government, building codes and construction project management.

Plans Examiner

Bureau Veritas North America, Inc.

2024 - Present

Reviews plans for building construction and alterations to ensure compliance with the applicable municipal, state, and federal codes and ordinances including the Florida Building Code Structural, Mechanical, Electrical, and Plumbing. Additionally, registered with the Florida Department of Business and Professional Regulation (DBPR). Provides assistance to jurisdictional staff and general public on requirements for applying for construction or alteration permits and the related fees. Works with architects, engineers, designers, builders, property owners, and stakeholders to obtain compliance, making recommendations for resolution.

Senior Director, Building & Community Services

City of Waxahachie, TX

2022 - 2024

Under minimal supervision, plan, direct, manage and oversee the activities and operations of the department including building inspections, plan review, permitting, facility maintenance, code enforcement, health inspection, and waste management; coordinate assigned activities with other departments and outside agencies; provide highly responsible and complex administrative support to the Executive Director of Developmental Services, Deputy City Manager and the City Manager; and perform other duties as assigned.

Southwest Area Manager

Bureau Veritas North America, Inc.

2021 - 2022

Working under the direction of the Vice President of Facilities Division, is responsible for planning, assigning, and directing the activities of inspection services staff within a regional service area, managing relationships with key clients (existing and targeted opportunities) in support of annual business plan for the business line and promoting BV within the code compliance community to achieve organic growth objectives.

Anthony Warren
Plans Examiner

Res. Energy Inspector/
Plans Examiner
Building Code Specialist
Housing and Zoning Code
Specialist
Zoning Inspector
Coastal and Floodplain
Construction Inspector
Certified Building Official
Code Enforcement
Administrator
Code Enforcement Officer
Property Maintenance
and Housing Inspector

PROFESSIONAL
AFFILIATIONS

International Code
Council (ICC)
ICC 500 (Storm Shelters)
Committee Member

TOTAL YEARS OF
EXPERIENCE

20+

Building Official/Floodplain Administrator
City of Cocoa, FL
2020 - 2021

Performs administrative technical work directing employees and activities of the Building and Permitting Division. Responsible for the administration and enforcement of various codes, state laws and local ordinances regulation construction. Supervision of plan review, enforcement, and inspection of building construction, erection, repair, addition, remodeling, demolition, and alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by the Florida Building Code, state law and municipal ordinance. Acts as the City of Cocoa Floodplain Administrator.

Building Official/Floodplain Administrator
City of North Port, FL
2019 - 2020

Direct regulatory administration and supervision of plan review, enforcement, and inspection of building construction, erection, repair, addition, remodeling, demolition, and alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by the Florida Building Code, state law and municipal ordinance. Assists the Director in planning, directing, managing, supervising and evaluating all building, zoning, and code compliance programs and staff. Serves as the City of North Port Floodplain Administrator.

Building Official/Floodplain Administrator
City of Bradenton, FL
2013 - 2019

Responsible for managing a fast-paced permitting and inspection program. Duties were to coordinate, review, and prepare recommendations on proposed changes to the technical codes and related county ordinances; direct and supervise implementation of codes. Consulted with and advised architects, engineers, developers, contractors, home owners, crafts/trades workers, and citizen groups regarding the interpretation and requirements of the Building Codes.



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LICENSEE DETAILS

4:58:53 PM 7/1/2024

Licensee Information

Name: WARREN, ANTHONY L (Primary Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address

License Information

License Type: Standard Plans Examiner
Rank: Plans Examiner
License Number: PX3502
Status: Current,Active
Licensure Date: 04/16/2014
Expires: 11/30/2025

Special Qualifications

Qualification Effective

Building 04/16/2014
Mechanical 05/01/2023
Plumbing 01/19/2024
Continuing Education Exemption 06/27/2024



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LICENSEE DETAILS

4:58:04 PM 7/1/2024

Licensee Information

Name: WARREN, ANTHONY L (Primary Name)
Main Address: *Private Address* *Private Address*
Private Address
Private Address

License Information

License Type: Standard Inspector
Rank: Inspector
License Number: BN6515
Status: Current,Active
Licensure Date: 03/07/2014
Expires: 11/30/2025

Special Qualifications

Qualification Effective

Building 03/07/2014
Coastal Construction 08/07/2015
Residential 01/21/2019
Mechanical 04/19/2021
Plumbing 04/30/2024
Continuing Education Exemption 06/27/2024



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LICENSEE DETAILS

4:58:30 PM 7/1/2024

Licensee Information

Name:	WARREN, ANTHONY L (Primary Name)
Main Address:	*Private Address* *Private Address*
	Private Address
	Private Address
	Private Address

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1952
Status:	Current,Active
Licensure Date:	11/30/2016
Expires:	11/30/2025



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LICENSEE DETAILS

4:57:37 PM 7/1/2024

Licensee Information

Name:	WARREN, ANTHONY L (Primary Name)
Main Address:	*Private Address* *Private Address*
	Private Address
	Private Address
	Private Address

License Information

License Type:	Residential Plans Examiner
Rank:	Residential
License Number:	RPX327
Status:	Current,Active
Licensure Date:	04/28/2020
Expires:	11/30/2025



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LICENSEE DETAILS

4:56:37 PM 7/1/2024

Licensee Information	
Name:	WARREN, ANTHONY L (Primary Name)
	INDIVIDUAL (DBA Name)
Main Address:	*Private Address* *Private Address*
	Private Address
	Private Address
	Private Address

License Information	
License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC1531870
Status:	Current,Active
Licensure Date:	03/23/2022
Expires:	08/31/2026

Special Qualifications	Qualification Effective
Construction Individual	03/23/2022



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LICENSEE DETAILS

4:57:11 PM 7/1/2024

Licensee Information	
Name:	WARREN, ANTHONY L (Primary Name)
Main Address:	*Private Address* *Private Address*
	Private Address
	Private Address
	Private Address

License Information	
License Type:	Home Inspector
Rank:	Home Insp
License Number:	HI12821
Status:	Current,Active
Licensure Date:	06/26/2020
Expires:	07/31/2026



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1 records found.

Certified under this name	City	State	Certificates
Anthony Warren	Waxahachie	TX	Commercial Building Inspector (expires 05/24/2028) Coastal and Floodplain Construction Inspector (expires 05/24/2028) Certified Building Official (expires 05/24/2028) Residential Combination Inspector (expires 05/24/2028) Building Inspector (expires 05/24/2028) Property Maintenance and Housing Inspector (expires 05/24/2028) Residential Electrical Inspector (expires 05/24/2028) Residential Plumbing Inspector (expires 05/24/2028) Building Plans Examiner (expires 05/24/2028) Zoning Inspector (expires 05/24/2028) Housing and Zoning Code Specialist (expires 05/24/2028) Building Code Specialist (expires 05/24/2028) Accessibility Inspector/Plans Examiner (expires 05/24/2028) Residential Energy Inspector/Plans Examiner (expires 05/24/2028) Fire Plans Examiner (expires 05/24/2028) ICC/AACE Code Enforcement Officer (expires 05/24/2028) ICC/AACE Code Enforcement Administrator (expires 05/24/2028) Residential Mechanical Inspector (expires 05/24/2028) Residential Building Inspector (expires 05/24/2028) Commercial Mechanical Inspector (expires 05/24/2028) Mechanical Inspector (expires 05/24/2028) Commercial Plumbing Inspector (expires 10/14/2029) Plumbing Inspector (expires 10/14/2029) Code Official Safety CLA (expires 05/01/2026) Mechanical Plans Examiner (expires 10/14/2029) Mechanical Code Specialist (expires 10/14/2029) Fire Codes and Standards (expires 11/19/2024) Certified Fire Marshal (expires 10/14/2029) Plumbing Plans Examiner (expires 10/14/2029) Plumbing Code Specialist (expires 10/14/2029) Swimming Pools & Spas CLA (expires 06/02/2026) Residential Plans Examiner (expires 10/14/2029) Commercial Green Construction Professional (expires 10/14/2029) Green Building - Residential Examiner (expires 11/05/2026) Certified Sustainability Professional (expires 11/06/2026) Commercial Electrical Inspector (expires 02/04/2027) Electrical Inspector (expires 02/05/2027) Combination Inspector (expires 02/05/2027) Commercial Combination Inspector (expires 02/05/2027) Master Code Professional (expires 02/07/2027) Commercial Energy Inspector (expires 05/12/2027) Commercial Energy Plans Examiner (expires 06/29/2027) Permit Technician (expires 06/19/2027) Permit Specialist (expires 06/20/2027) Energy Code Specialist (expires 06/30/2027)

Clarimundo Evelyn-Dasilva

Building Inspector

LICENSES/ CERTIFICATIONS

Electrical Apprenticeship
Completion, 2009

Commercial Electrical
Inspector & Plans
Examiner

Commercial Plumbing
Inspector

Commercial Mechanical
Inspector

Electrical Contractor
Journeyman Electrician

PROFESSIONAL AFFILIATIONS

International Association
of Electrical Inspectors
(IAEI)

TOTAL YEARS OF EXPERIENCE

20+

Clarimundo has 20+ years of experience in the commercial, residential, and industrial field. He is currently certified in commercial electrical, plumbing, and mechanical as an inspector and electrical plans examiner. He started in an apprenticeship program before becoming a Journeyman Electrician and finally a Master Electrician. He is now a Senior Building Inspector and Plans Examiner. Key services include excellent customer service and is bilingual.

SELECT PROJECT EXPERIENCE:

Inspector

Bureau Veritas North America, Inc.

2023 - Present

Rob serves as an inspector for both residential and commercial projects throughout the state of Florida. Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances including the Florida Building Code Structural, Mechanical, Electrical, and Plumbing. Additionally, registered with the Florida Department of Business and Professional Regulation (DBPR). Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements.

Senior Building Inspector

City of St. Cloud, FL

2017 - Current

Conducts inspections to ensure building construction is in compliance with the applicable municipal, state, and federal codes and ordinances including the Florida Building Code Structural, Mechanical, Electrical, and Plumbing. Additionally, registered with the Florida Department of Business and Professional Regulation (DBPR). Reads and studies project specifications, plans, and drawings to become familiar with the project prior to inspection, confirming structural or architectural changes have been stamped as approved by the relevant authority. Documents inspections on construction projects to determine all aspects of the project such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, and disabled access requirements.

APPENDIX

Certified under this name	City	State	Certificates
Clarimundo Evelyn-Dasilva 	Saint Cloud	FL	Commercial Electrical Inspector (expires 08/24/2027) Electrical Plans Examiner (expires 08/24/2027) Commercial Plumbing Inspector (expires 08/24/2027) Commercial Mechanical Inspector (expires 04/25/2026)



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LICENSEE DETAILS
Licensee Information
 Name: EVELYN DASILVA, CLARIMUNDO A (Primary Name)
 Main Address: 3654 VEGA CREEK DRIVE
 SAINT CLOUD Florida 34772
 County: OSCEOLA
License Information
 License Type: Standard Plans Examiner
 Rank: Plans Examiner
 License Number: PX4474
 Status: Current,Active
 Licensure Date: 06/08/2020
 Expires: 11/30/2025
Special Qualifications
 Electrical Qualification Effective 06/08/2020



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LICENSEE DETAILS
Licensee Information
 Name: EVELYN DASILVA, CLARIMUNDO A (Primary Name)
 Main Address: 3654 VEGA CREEK DRIVE
 SAINT CLOUD Florida 34772
 County: OSCEOLA
License Information
 License Type: Provisional Mechanical Plans Examiner
 Rank: Prov. Mech Plan
 License Number: PMP497
 Status: Current,Active
 Licensure Date: 02/14/2023
 Expires: 02/13/2025



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LICENSEE DETAILS

Licensee Information

Name:	EVELYN DASILVA, CLARIMUNDO A (Primary Name)
Main Address:	3654 VEGA CREEK DRIVE SAINT CLOUD Florida 34772
County:	OSCEOLA
License Mailing:	3654 VEGA CREEK DR ST. CLOUD FL 34772
County:	OSCEOLA
License Location:	3654 VEGA CREEK DR ST. CLOUD FL 34772
County:	OSCEOLA

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN7618
Status:	Current,Active
Licensure Date:	02/05/2019
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Electrical Inspector	02/05/2019
Mechanical	04/27/2023
Plumbing	12/09/2021



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Foreign Profit Corporation

BUREAU VERITAS NORTH AMERICA, INC.

Filing Information

Document Number	F03000001638
FEI/EIN Number	06-1689244
Date Filed	04/01/2003
State	DE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/07/2022

Principal Address

16800 Greenspoint Park Drive
Suite 300S
Houston, TX 77061

Changed: 04/18/2023

Mailing Address

16800 Greenspoint Park Drive
Suite 300
Houston, TX 77060

Changed: 04/20/2024

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 10/25/2021

Address Changed: 07/02/2020

Officer/Director Detail

Name & Address

Title Director, Secretary, VP

Bush, Heather
16800 Greenspoint Park Drive
Suite 300S
Houston, TX 77061

Title Treasurer, CFO

Davachi, Linda
16800 Greenspoint Park Drive
Suite 300S
Houston, TX 77061

Title CEO, Director, President

Till, Shawn
16800 Greenspoint Park Drive
Suite 300S
Houston, TX 77060

Annual Reports

Report Year	Filed Date
2022	10/07/2022
2023	04/18/2023
2024	04/20/2024

Document Images

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RFP-2025-1237

Building Official Services

PORTAL

City of Casselberry, FL

November 14, 2024 | 2:00 pm EDT

Jessica Adkins

Account Manager

407.630.2859

jladkins@safebuilt.com

M.T. Causley, LLC, a SAFEbuilt Company





CONTENTS

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Tab A

Firm Qualifications and Experience

TAB A: FIRM'S QUALIFICATIONS AND EXPERIENCE

A. COVER LETTER

November 13, 2024



City of Casselberry
Procurement and Contract Management Division
95 Triplet Lake Drive
Casselberry, Florida 32707

RE: RFP-2025-1237 #23-02 for Building Official Services

Esteemed Members of the Evaluating Committee:

M.T. Causley, LLC, a SAFEbuilt Company (MTC), is pleased to present our proposal in response to RFP-2025-1237 for Building Official Services from the City of Casselberry. Our team has carefully reviewed the bid documents, and we fully understand the City's needs and requirements.

MTC was established in 1996 in Homestead, Florida, to provide Building Official, Plan Review, and Inspection Services for the benefit of our clients. In 2016, we merged with SAFEbuilt, LLC. In 2018, SAFEbuilt acquired another well-respected, multi-service firm: Calvin, Giordano & Associates, Inc. Combining the strengths of all three companies, we offer a broader range of services to clients nationwide.

Local Experience, National Strength

For the past 27 years, we have successfully supported more than 100 Florida municipalities in various capacities—helping them be safer, develop responsibly, and improve service to local citizens. Our success is reflected through our understanding of the unique needs of each municipality, tailoring our services based on those needs, and then providing a solid team of well-qualified and experienced professionals to meet the goals and objectives of their community.

More specifically, we are proud of our service in the City and the surrounding area. In fact, we have consistently provided building department, building inspection, and plan review services to the City since 2020. Notably, MTC's [Bill Hudson](#) is the interim Building Official for the City, and some of our other proposed team members are currently serving the City. Given that, we are also very proud to present Mr. Hudson as the Project Manager for this bid. As you know, Mr. Hudson is not only a Certified Building Official, but also a Master Code Professional and a multiply certified inspector and plans examiner.

Through our experience supporting other Florida communities with thorough, timely, and cost-effective plan review and inspection services, we have established many exceptional and professional working relationships with the staff of all our jurisdictional clients and many local designers, contractors, and residents. This experience has helped us become experts in local ordinances, policies, and procedures. We strongly believe that the qualifications of our people are still the best suited to support this effort and will help maintain your already positive image with the communities in your jurisdiction.

Proposal Specifics

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 through our experience and dedication to customer service, and flexibility to adapt to fluctuating workloads. Our proposal details our services, qualifications, and fees for delivering outstanding building department services to support your community. We enthusiastically present this proposal for your review and evaluation.



MAKING A DIFFERENCE WHERE YOU NEED US



Given our experience working directly with the City, our nationwide resources via SAFEbuilt, and the qualifications and experience of our proposed team, we are entirely confident that we are able to fulfill all of the services listed in the RFP. Here are a few notable specifics related to the City's scope of services:

- MTC has provable expertise in all of the services listed in the RFP, which are detailed in the Certification Matrix in Tab A Section D and the Task Table in Tab C Section D.
- MTC is fully willing to comply with and entirely able to fulfill all of the contractor responsibilities listed in the scope of services.
- MTC has no direct or indirect conflicts of interest with any current contractors or potential future business located in the City.
- As MTC is currently providing Building Official services to the City, we are entirely comfortable working with your Building Division in Citizen Serve.
- Our legal department has a limited number of exceptions to the service agreement, which are specified in Tab F.

Conclusion

Thank you for taking the time to assess our proposal. Ms. Jessica Adkins, Account Manager, is your main point of contact for any questions or clarifications regarding this bid. Please contact her at 407.630.2859 or jladkins@safebuilt.com.

Best Regards,



Matthew K. Causley, President

305-246-0696 | info@mtcinspectors.com

10720 Caribbean Blvd., Suite 650 Cutler Bay, FL 33189

M.T. Causley, a SAFEbuilt Company



B. CORPORATE BACKGROUND INFORMATION

STATEMENT OF ORGANIZATION

M.T. Causley, LLC, (MTC) was established in Homestead, FL, in 1996. In 2016, MTC was incorporated in the State of Florida and became a wholly owned subsidiary of SAFEbuilt, LLC.

SAFEbuilt HEADQUARTERS	MTC MAIN OFFICE	LOCAL PROJECT OFFICE
444 North Cleveland Avenue Loveland, CO 80537 866.977.4111 info@safebuilt.com	10720 Caribbean Blvd., Suite 650 Cutler Bay, FL 33189 305.246.0696 info@mtcinspectors.com	13550 Village Park Drive, Suite 120 Orlando, FL 32837 407.630.2859 info@mtcinspectors.com

PRIMARY POINT OF CONTACT

MTC believes that maintaining frequent and consistent check-ins between account management, operations, and our clients is key to the early identification of performance risks and contributes to contract success. These meetings provide both parties the opportunity to manage the resources tactfully and develop the best Contractor-Client relationship. Further, we can also estimate and evaluate possible outcomes during this process and make the necessary changes.

In the role of **Account Manager**, **Ms. Jessica Adkins** will provide contract oversight and act as an intermediary between MTC and the City to meet the City's needs for information, support, and assistance. In turn, Ms. Adkins helps MTC to better understand the City's needs, expectations, and difficulties.

Ms. Jessica Adkins

Account Manager

407.630.2859

jladkins@safebuilt.com



MTC's SCOPE OF SERVICES

BUILDING DEPARTMENT SERVICES

We understand building department services and develop an operation and staffing solution that best fits the needs of your community. Our team includes subject matter experts, building officials, plan reviewers, inspectors, business managers, problem solvers, and customer relationship managers.

PLAN REVIEW SERVICES

MTC's Plan Review services include Electronic Plan Review, Commercial and Residential Reviews, Education Facilities Plan Review, Fire Plan Review, MEP Plan Review, Post-Disaster Plan Review, Site/Civil Plan Review, Seismic Plan Review, and Structural Plan Review.

OTHER PROFESSIONAL SERVICES

- Code Enforcement
- Engineering
- Landscape Architecture
- Surveying
- Planning
- CEI (Construction Engineering Inspection)
- IT, Data, and Technology Services





LIST OF CURRENT MUNICIPAL CLIENTS

MTC is pleased to present the following list of our current municipal clients:

MUNICIPALITY	CLIENT SINCE	SERVICES PROVIDED
Town of Astatula	2020	Building Official, Plan Review, Building Inspections, and Permitting Software
City of Auburndale	2022	Building Official, Building Inspections, Plan Review, and Permitting Software
Town of Belleair	2014	Building Official, Plan Review, and Building Inspections
Town of Belleair Shore	2022	Planning and Zoning
City of Belleview	2004	Building Inspections, Plan Review, Code Enforcement, Planning & Zoning
City of Bradenton	2018	Building Inspection and Plan Review
City of Bradenton Beach	2015	Building Official, Plan Review, Building Inspections, Permit Technician, Code Enforcement, Planning & Zoning, and Permitting Software
Town of Bronson	2017	Building Official, Building Inspections, Plan Review, and Code Enforcement
City of Bushnell	2022	Building Official, Plan Review, and Building Inspections
City of Casselberry	2020	Building Official, Plan Review, and Building Inspections
City of Chiefland	2013	Building Inspections and Plan Review
City of Clermont	2015	Building Inspections and Plan Review
City of Coral Gables	2013	Building Inspections and Plan Review
City of Delray Beach	2015	Building Inspections and Plan Review
City of Dunedin	2017	Plan Review and Building Inspections
City of Dunnellon	2016	Building Official, Building Inspections, Plan Review, Code Enforcement, and Floodplain Management.
City of Eustis	2017	Building Official, Plan Review, and Building Inspections
City of Florida City	2015	Building Official, Building Inspections, and Plan Review
Town of Golden Beach	2023	Building Official, Plan Review, and Building Inspections
City of Gulfport	2018	Building Inspections and Plan Review
City of Haines	2020	Building Official, Building Inspections, Plan Review, and Permit Technician
City of Hialeah	2017	Building Official, Building Inspection, and Plan Review
City of Homestead	2010	Building Inspections, Plan Review, and Permit Technician
Indian River County	2020	Building Inspections & Plan Review
Town of Indian Shores	2019	Building Official, Building Inspections, Plan Review, Code Enforcement, Permitting Software, Floodplain Management, and Permit Technician
City of Inverness	2016	Building Official, Building Inspections, Plan Review, Code Enforcement, and Floodplain Management
Village of Islamorada	2018	Building Inspections & Plan Review
Village of Key Biscayne	2019	Building Official, Plan Review, Building Inspections, Code Enforcement, Fire Plan Review, etc.
City of Lakeland	2014	Building Inspections & Plan Review
City of Longwood	2020	Building Inspections & Plan Review

MUNICIPALITY	CLIENT SINCE	SERVICES PROVIDED
City of Maitland	2021	Permit Technician
City of Marathon	2017	Building Official, Building Inspections, and Plan Review
Town of Melbourne Beach	2016	Building Official, Building Inspections, and Plan Review
City of Miami Gardens	2015	Building Inspections, Plan Review, Floodplain Management, and Permit Technician
County of Miami-Dade	2017	Building Inspection
County of Monroe	2014	Building Inspections, Plan Review and Planning & Zoning
City of Mount Dora	2021	Building Official, Building Inspections, Plan Review, and Permitting Software
City of New Port Richey	2020	Building Official, Plan Review, and Building Inspections
Town of North Redington Beach	2015	Building Official, Building Inspections, Plan Review, Permit Technician, and Floodplain Management
City of Ocala	2016	Building Official, Building Inspections, Plan Review, Code Enforcement, and Floodplain Management
Town of Orchid	2019	Building Official, Building Inspections, and Plan Review
County of Palm Beach	2017	Building Inspections and Plan Review
Town of Palm Beach	2019	Building Inspections and Plan Review
City of Palmetto	2018	Building Official, Plan Review, and Building Inspections
Town of Pembroke Park	2023	Building Official, Plan Review, and Building Inspections
County of Polk	2015	Building Inspections
City of Port Richey	2021	Building Official, Building Inspections, Plan Review, and Planning & Zoning
Town of Redington Beach	2015	Building Official, Building Inspections, Plan Review, Permit Technician, and Floodplain Management
Town of Redington Shores	2019	Building Inspections and Plan Review
City of Sanford	2020	Building Inspections and Plan Review
City of Sanibel	2022	Building Inspections
City of Sebastian	2019	Building Inspections and Plan Review
County of Sumter	2019	Building Inspections and Plan Review
City of Tallahassee	2016	Building Inspections and Plan Review
City of Tarpon Springs	2015	Building Official, Plan Review, and Building Inspections
City of Temple Terrace	2022	Building Official and Building Inspections
City of Treasure Island	2015	Building Official, Plan Review, Building Inspections, Floodplain Management, Code Enforcement, Permit Technician, and Planning
City of West Palm Beach	2013	Building Inspections and Plan Review

C. ORGANIZATIONAL QUALIFICATIONS AND EXPERIENCE

PERSONNEL QUALIFICATIONS

MTC has successfully assisted many municipalities with building official services through all growth aspects, including establishment, expansion, and stabilization. Throughout our 28-year history of providing services similar to those required by this solicitation, we have been called upon to scale our staff and deliverables quickly. Should the City's needs grow or evolve to include additional services or personnel, we have equally-credentialed staff (e.g., BORA, DBPR, ICC, etc.) we can assign to support the City.

MTC thoroughly screens prospective personnel for the right experience and qualifications, and we are very familiar with each position's requirements within the different building services disciplines. We look for candidates with a well-rounded background in the building services and construction industries who exhibit a passion for the work and a drive to get the job done correctly and on schedule. These team members are MTC employees, not contractors; this fosters a higher level of commitment and dedication from our team, ensuring a steadfast focus on the success of your projects.

EQUIPPING THE TEAM FOR SUCCESS

MTC provides our employees with the materials, tools, and equipment necessary to perform all work required by the City. We provide our Inspectors with late-model vehicles with removable signage and field-related equipment necessary to perform their duties. We supply our team with safety devices and clothing required to meet OSHA requirements.

We provide our staff with:

- Vehicles (including maintenance and fuel) SAFEbuilt, our parent company, maintains a fleet of over 700 vehicles, with over 180 of them being 2023 or newer
- Magnetic vehicle signage-customizable per client specifications
- Laptops with mobile hot spots
- Standard business software and specialized software
- Personal protective equipment
- Tablets and mobile phones (loaded with electronic versions of essential codebooks)
- MTC-branded professional clothing and lanyards with clear, plastic pouch for carrying the
- City-issued ID
- Insurance: Liability, Workers Compensation and Health, Dental, Vision, and Life



MANAGING THE REQUIRED WORK

MTC has been partnering with municipal building departments in Florida since 1996 to build better, safer communities. Since its establishment twenty-six years ago, MTC has dedicated its resources to exceeding our clients' expectations. We are committed to providing exceptional customer service while supplying critical building department services to local governments, educational institutions and school districts, sovereign nations, and state agencies. As an industry pioneer, MTC has proven its competence by successfully assisting over 50 cities and counties with a wide range of services.

With 28 years of experience, MTC maintains a wide range of qualifications ranging from building officials, plans examiners, inspectors, and engineers to general contractors, sub-contractors, and flood plain managers. MTC has dedicated its resources to exceeding clients' expectations and is committed to providing outstanding customer service.

TECHNOLOGY

MTC uses technology to improve customer service, increase efficiency, provide consistency, and ease the user experience. We pride ourselves on obtaining and mastering new technology ahead of our competitors, which enables us to provide exceptional service to our clients. Our systems give stakeholders access to the reports they need to make relevant decisions and verify our performance. We deliver a suite of digital options for our clients—quick and easy digital plan reviews, including electronic versions of plan comments, an optional, easy-to-use online web application/portal for submittal, and tracking and approval of digital plans. We also provide technology for inspectors—tablets and GPS—to result inspections in the field and efficiently route inspections.

CUSTOMER SATISFACTION

Customer satisfaction is our top priority, and we take the right steps to ensure your community is always satisfied with our performance. We treat all internal and external clients with the same respect to ensure impartiality and mutually beneficial relations among departments, stakeholders, and citizens alike. Our staff's quality and training, combined with our proven business practices and a core commitment to customer satisfaction, ensure each client receives the highest levels of contract performance, professionalism, and responsiveness in the industry.

Our company emphasizes superior customer service to all of our employees. We take an out-of-the-box approach to performing our duties, always willing to meet with clients for pre-design meetings, pre-submittal meetings, or as needed to resolve complex code-related plan check issues as efficiently as possible. In addition, the staff at MTC brings a can-do attitude to their work—always focused on efficient plan check processes and successful project outcomes.

MTC's building officials, plans examiners, inspectors, engineers, and permit technicians understand the importance of providing superior customer service to applicants, contractors, and designers. Our philosophy is to provide our services professionally, courteously, and collaboratively. We encourage our staff to work as part of the project team to ensure successful outcomes.

DEVELOPING INNOVATIVE APPROACHES AND PROBLEM SOLVING

SAFEbuilt, MTC's parent company, has developed numerous innovative approaches to solve multiple problems. Most notably, SAFEbuilt developed our National Plan Review service and Remote Inspection Services to deal with the PRBI challenges that the COVID-19 Pandemic created nationwide. Please see Tab C Section A for more specifics.

SPECIFIC KNOWLEDGE OF FLORIDA'S REQUIREMENTS

KNOWLEDGE OF LOCAL LABOR AND MATERIAL MARKETS

MTC has been partnering with municipal building departments in Florida since 1996 to build better, safer communities. Since its establishment 28 years ago, MTC has dedicated its resources to exceeding our clients' expectations. We are committed to providing exceptional customer service while supplying critical building department services to local governments, educational institutions and school districts, sovereign nations, and state agencies. As an industry pioneer, MTC has proven its competence by successfully assisting over 50 cities and counties with a wide range of services.



PROXIMITY OF FIRM'S OFFICE

While MTC's headquarters is in Cutler Bay, FL, our personnel will work from our local office at 13550 Village Park Drive, Suite 120 Orlando, FL 32837. This office is less than thirty miles away from Casselberry City Hall.

Here are some specifics about the proposed team:

- Two of our proposed team members are based in the Orlando metro area.
- Five of our proposed team members are based within 50 miles of Casselberry.
- The entire team is based within 100 miles of Casselberry.

FAMILIARITY WITH THE PROJECT AREA

We are proud of our service in the City and the surrounding area. In fact, we have consistently provided building department, building inspection, and plan review services to the City since 2020. Notably, our project manager Bill Hudson is the interim Building Official for the City, and other proposed team members are currently serving Casselberry. We have also served numerous municipalities in the Orlando metro area and nearby municipalities and counties.



M.T. Causley is founded to provide building department services to municipalities across Florida



M.T. Causley celebrates 10 years of providing services to municipal clients in Florida



M.T. Causley joins the SAFEbuilt family of companies, greatly expanding our service capabilities



Calvin, Giordano & Associates (CGA) joins the SAFEbuilt family, further expanding our capabilities and expertise in municipal services



M.T. Causley currently provides building department services to 58 municipalities in Florida

FACILITATING MEETINGS

The Building Official and Assistant Building Official are the primary “on-site” points of contact for the City and will report to the staff members designated by the City. MTC can provide Building Official and Assistant Building Official services on a part-time or full-time basis, as desired by the City. They attend staff, board, and council meetings as required. These positions work closely with other City departments to coordinate efforts and ensure we act as a seamless extension of your staff.

As the technical leads in the office, they are a resource for other MTC team members, City staff, and applicants to help guide citizens through the complexities of the codes. They closely monitor code changes and state or local requirements and determine how they may impact projects in the area. They also oversee our quality assurance program and ensure that we meet our agreed-upon performance measurements and your expectations.

Highlighted responsibilities include, but are not limited to, the following:

- Managing the administration of the building department.
- Making recommendations regarding local amendments.
- Coordinating with other City departments.
- Attending staff and City meetings as required and mutually agreed.
- Providing reports with mutually-agreed-upon frequency and content.
- Attending pre-submittal meetings as needed.
- Providing quality control of plan reviews and inspections.
- Ensuring client and applicant satisfaction.
- Working with City staff to establish and/or refine building department processes.
- Providing building code interpretations.
- Providing weekly updates regarding building code services activity.
- Assisting with and preparing written inspection reports, investigations of complaints, expiring and expired permits, and other reports.
- Updating Building & Safety Procedures.
- Performing building code updates for municipal code adoption.



MEETING THE ESTABLISHED SCHEDULE

OUR TEAM

All of our staff have previous experience working directly for or supporting municipalities, giving them a unique insight from “both sides of the table.” Taking advantage of our diversified staff’s expertise and knowledge distinguishes MTC as a professional consultant. It allows our team to repeatedly complete projects on time and under budget, while exceeding expectations.

With an average of 33 years of experience per staff member, collectively, the assigned personnel dedicated to the City has a tremendous amount of experience providing building department services across all required fields of the RFP.

MTC’s team has worked with multiple municipalities and across various public and private projects throughout Florida. 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.

Our team has earned and maintains all of the licenses and certifications required to perform their work, including.

- Plan Review: Building, mechanical, electrical, and plumbing. Additional licensing in residential plan review
- Inspection: Building, mechanical, electrical, and plumbing. Additional licensing includes coastal construction, commercial electric, and residential
- Building Code Administration

MTC recognizes that our quality personnel are our greatest asset and distinguishes us from other building department services companies. Along with recognizing service excellence with monetary compensation and other rewards, we invest heavily in our personnel’s training, certification, and licensure, which increases employee satisfaction and tenure with our company. Our leadership philosophy includes believing that a properly structured recruitment and training program makes good employees even better and provides the momentum to drive them to excel.

SUPPORT CAPACITY

Unlike other firms, our staff can cross-cover when necessary, allowing for uninterrupted services. We designate backup personnel to provide the requested services during absences, vacations, and interim support after separation. Our staff consists of experienced, highly-respected professionals well-versed in all phases of the construction industry, backed by many years of experience in their respective trades. With the exception of permit technicians, all of our support staff assigned to support our clients are licensed by the Florida Department of Business and Professional Regulation.

Regardless of vacations, sick days, and training seminars, the City will always be sufficiently staffed. The MTC team’s combined experience, flexibility, and dependability provide a tremendous asset to our clients. Whether working as a supplemental workforce or supplying a complete turn-key operation, our staff has the ability and is explicitly tasked with the responsibility to blend in seamlessly to represent you through professional and courteous service. See the “Remote Plan Review Services from Our National Plan Review Program” in Section C Tab A below for more information.

BUDGET METHODOLOGY/COST CONTROL

MTC fully understands that cost overruns are a huge burden on the public procurement process and our clients' ability to deliver a promised project to the community within the allocated budget that has been adopted. We approach cost estimating with the understanding that it plays a vital role in the success of a construction project. As such, we understand that proper cost estimating can improve plans, save money, allow for better bid comparisons. and reduce risk.

We believe that construction costs during the design phase should be as closely aligned to the expenses that the potential contractor will have, as opposed to general ball-park costs arrived at by unit costs based on areas. These costs should reflect:

1. Contingencies and Variances to cover unexpected conditions that can arise or to cover cost increases that can result from change orders, delays, inclement weather, or market volatility.
2. Mark-ups to reflect the cost of any specialized equipment that may be needed, given the uniqueness of the project.
3. Indirect Costs to reflect general conditions, permit and inspection fees, administrative expenses, overhead, insurance requirements, bonding, security, and utilities.
4. Labor Costs that are impacted by locally driven wages and their related costs factored by the number of workers and the necessary hours of work, including overtime needed to meet the client-determined schedule.
5. Materials Costs, with a key understanding of how market fluctuations and cost volatility can be accommodated.
6. Professional Fees for any incidental specialty engineering components of any project element.
7. Quality-related Costs that impact the budget, understanding that top-of-the-line finishes and material selections and superior amenities can deliver an aesthetically impressive design but generally at a more expensive cost.
8. Other Incidental but critical expenses assessed on a case-by-case basis, such as environmental remediation, demolition, disposal, or client-mandated requirements that impact construction, such as project phasing.

Costs are generally arrived at through careful research and at the confluence of various sources, depending on the specifics of the project. In the past, MTC has relied on three (3) key sources:

Historical Data: Many of our cost estimation methods have relied on historical data, such as the cost per square foot to build past components in previous or ongoing projects, the average labor costs per hour for trade specialties, and the units of work, such as the cost per element. Because MTC has various ongoing projects in construction at any given time, in addition to having a strong and robust Construction Engineering and Inspection (CEI) department overseeing the construction of projects designed by others, our capacity to keep accurate and up-to-date tallies on costs is a resource that has proven reliable.

Cost Research: In order to access the most current cost data, MTC has relied also on gathering contemporaneous cost checks in order to increase accuracy. This can be achieved through our long-standing and working relationships with various construction companies with whom we have performed past work with through design-build partnerships. Where these don't provide a reliable cost data-point, we will rely on publications such as the Walker's Building Estimator's Reference Book and industry other databases, such as RSMeans, where they perform cost research by frequently sampling rates in hundreds of locations for labor, materials, equipment, and contractor overhead. We have also relied on incorporating current cost indexes, which reflect trends in prices for various construction inputs, as well as productivity and inflation via sources such as the Turner Building Index modified for localized regional variances.

Expert Judgment: The ability to quickly tap into expert judgment of our highly skilled and extensively experienced staff, either internally within MTC or via our parent company SAFEbuilt, gives us an opportunity safe-check costs and method-selection that impact costs.

MTC always relies on bottom-up construction cost estimating strategies, where we calculate total cost by adding up the cost of each input on a construction project. This may seem taxing for the early stages of design iteration, but when accompanied by a heightened contingency multiplier it generates a reliable and predictable forecaster of the eventual costs. These contingency multipliers vary depending on the stage of project development:

- 45% During early conceptual design development phases
- 40% During schematic design development phases
- During Design Development:
 - 30% at the 30% construction plans iteration phase
 - 20% at the 60% construction plans iteration phase
 - 15% at the 90% and 100% construction plans iteration phase

These percentages are our given norm, but they can be modified depending on the complexity of the project. Additionally, given the recent volatility in market costs for materials, MTC does not recommend calculating the contingency for construction at less than 15%, even for small projects.

In order to improve the accuracy of our estimates, MTC can employ the utilization of a three-point estimate methodology, whereby high-, mid-, and low-point unit costs are collected in order to generate a range of costs that can help guide design decision-making. This has been incredibly valuable in some of our more complex parks and open space projects where community input requests don't align with the budget allocation that has been set in place by the government agency. As such, they are an essential tool to not only forecast the potential cost of specific components, but to also assist in conflict facilitation, community buy-in, and design resolution through the public outreach and design adoption processes.

PROBABLE COST

On a monthly basis, MTC's Project Manager produces a schedule and budget, then generates a report measuring our progress against that schedule. Furthermore, he provides information that measures percent of budget that has been expended, as well as where the budget is being spent. These reports are supplied monthly. Comparing the work accomplished with schedule activities and an outlined budget ensures our team is on track and moving forward with the workload provided to our team.

Further, MTC agrees to participate in all required coordination meetings.

CONTROLLING CONSULTANT CONTRACT COSTS

MTC will not be using any subconsultants because we are fully able to provide all of the services specified in the RFP.

VALUE ENGINEERING

All projects will require some amount of value-engineering. An integral part of the design process is to produce a cost-effective project for the owner or client at all stages to eliminate the need to perform large component cuts at the end of the project. This is also important to ensure that the team manages the expectations of the community and that the team makes promises that can be delivered.

FEE STRUCTURE, COMPENSATION, AND BILLING

A crucial project control involves generating timely invoices tailored to each municipality's needs. We closely track all operations at each location, monitoring project timesheets, invoices, as well, as project (inspections and plans) tracking via a customized database with routine oversight by the assigned manager. This critical information keeps us within budget, provides knowledge of when to staff up or down, and ensures all projects are reviewed and returned in a timely manner. The City currently receives invoices biweekly, but we are open to adjusting to the City's preferred invoicing schedule. We provide detailed invoices identifying which team member conducted the work, their billing rate, a description of the work activity performed, and how much time was spent on each activity.

WHY CHOOSE M.T. CAUSLEY

MTC stands out as the ideal partner for Building Official Services in the City. Our unmatched combination of responsiveness, adaptability, and deep expertise uniquely positions us to provide exceptional service that meets the city's evolving needs.

1. **Rapid Response During Critical Times:** One of the key ways MTC has proven its value is through our ability to respond swiftly in times of crisis. During the pandemic, we were able to quickly mobilize and support communities, ensuring continuity of services when it was needed most. Our rapid response demonstrates our dedication to being there when the City requires support, no matter the circumstances.
2. **Adaptability and Communication:** We understand that the City's needs can fluctuate, and MTC has a proven track record of being highly adaptable. Whether it's remote plan reviews, inspections during times of high demand, or tailored solutions to meet specific requirements, we take pride in our flexibility. Additionally, our team prioritizes clear and consistent communication, ensuring that every stakeholder remains informed and engaged throughout the process.
3. **Unmatched Expertise in Professional Services:** At MTC, professional services are at the heart of what we do. Our highly skilled team brings decades of experience and knowledge, making us a trusted leader in the industry. This is not just an added offering—it's our core focus. We are deeply committed to delivering the highest level of service, and our expertise ensures that the City will benefit from both quality and reliability.

By choosing MTC, the City gains a partner with a proven ability to deliver under pressure, adapt to specific needs, and provide exceptional service through our extensive professional expertise. We are confident that our team can bring tremendous value to the City and continue building on our tradition of excellence.

D. KEY INDIVIDUALS AND QUALIFICATIONS

RÉSUMÉS

On the following pages, we present the résumés for each proposed team member, as well as copies of their most relevant Florida Department of Business and Professional Regulation (DBPR) licenses International Code Council (ICC) licenses. After that, you will find a page about our Timeliness and Availability, as well as a Certification Matrix..

BILL HUDSON, CBO, MCP

**Plans Examiner &
Building Official**

EDUCATION

Ashbury College in Wilmore, KY

BA in Biblical Studies with a minor
in Chemistry

**Trinity International University;
Deerfield, IL**

Graduate Studies in Counseling/
Psychology

PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS

Illinois Association of Code
Enforcement

Suburban Building Officials
Conference

International Code Council
Safety Advocates for Tents &
Special Events (SAFTSE)

Bill Hudson, CBO, MCP, currently supports several communities in Florida with Building Official and Project Management services. As one of approximately 900 certified Master Code Professionals worldwide, he has a broad base of experience, including Facilities Manager, General Contractor, Inspector, Plan Reviewer, Building Official, Code Instructor, and Author. In addition to his regular duties, which involve the day-to-day application of the codes, he has had the privilege of working with the International Code Council as a Subject Matter Expert, Technical Reviewer, Author, and Instructor.

As an instructor, he typically teaches between 10 and 15 classes per year and has had the opportunity to teach both in the United States and internationally. In addition to training activities, Mr. Hudson has served as President, Vice President (Training), and Executive Board Member of the Suburban Building Officials Conference (SBOC) and currently serves on four Underwriters Laboratories Standards Technical Panels.

EXPERIENCE

- **Building Official/Project Manager** SAFEbuilt, LLC | 2019 – Present
 - Applies knowledge of building codes, policies, and procedures to the day-to-day functions of the building department.
 - Serves as the primary liaison with our clients in this area and is responsible for ensuring that we deliver the highest level of customer service.
 - Attends department and community meetings as required by the client.
 - Performs some plan reviews, both commercial and residential, in all trades.
 - Performs inspection support as needed.
 - Supervises building department staff.
- **Building Official** Village of Oak Brook, IL | 2008 – 2019
 - Managed and supervised the building division for his entire tenure and served as Fire Marshal for six years.
- **Building Official** City of Countryside, IL | 2006 – 2008
 - Administered Building, Zoning, and Property Standards for the City.
- **Chief Property Inspector** Village of Oak Park, IL | 2002 – 2006
 - Supervised the Property Inspection Division of the Village of Oak Park.
 - Supervised Property Standards staff.
 - Supervised and conducted all HQS inspections under the 2003 International Property Maintenance Code.
 - Performed housing rehabilitation pre-construction inspections; plan review for permit applications; field inspections of projects under permit.
 - Developed and implemented departmental emergency/disaster plan.

- **Housing Rehabilitation Specialist** City of Evanston, IL | 1998 – 2002
- **FEMA Habitability Inspector/Field Supervisor** Federal Emergency Management Agency | 1995 – 1998
- **President** W.H. Hudson & Associates, Inc.; Oak Park, IL | 1986 – 1998
- **Business/Facilities Manager** W.H. Hudson & Associates, Inc.; Oak Park, IL | 1985 – 1986
- **Director of Physical Plant** Palm Beach Atlantic College; West Palm Beach, FL | 1983 – 1984
- **Director of Physical Plant** Trinity College; Deerfield, IL | 1980 – 1983

LICENSES & CERTIFICATIONS

International Code Council (ICC) #5238409

- **Master Code Professional**
- Accessibility Inspector/Plans Examiner
- Building Code Official
- Building Code Specialist
- Building Inspector
- Building Plans Examiner
- Certified Building Official
- Commercial Building Inspector
- Commercial Combination Inspector
- Commercial Electrical Inspector
- Commercial Energy Inspector
- Commercial Energy Plans Examiner
- Commercial Mechanical Inspector
- Commercial Plumbing Inspector
- Electrical Inspector
- Fire Inspector I
- Fire Inspector II
- Housing Code Official
- Mechanical Code Official
- Mechanical Code Specialist
- Mechanical Inspector
- Mechanical Plans Examiner
- Plumbing Plans Examiner
- Property Maintenance and Housing Inspector
- Residential Building Inspector
- Residential Electrical Inspector
- Residential Energy Inspector/Plans Examiner
- Residential Mechanical Inspector

State of Florida

- Standard Plans Examiner with Building #PX4373
- Standard Inspector with Building #BN7873
- Building Code Administrator, Building Code A #BU2074

State of California

- California Office of Emergency Services (formerly California Emergency Management Agency (CALEMA) SAP Inspector #68622

ONLINE SERVICES

LICENSEE SEARCH OPTIONS

9:48:01 PM

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Building Code Administrator	HUDSON, WILLIAM HENRY	Primary	BU2074 Building Code A	Current, Active 11/30/2025
Main Address*: Private				
Standard Plans Examiner	HUDSON, WILLIAM HENRY	Primary	PX4373 Plans Examiner	Current, Active 11/30/2025
Main Address*: Private				
Standard Inspector	HUDSON, WILLIAM HENRY	Primary	BN7873 Inspector	Current, Active 11/30/2025

Declares that

WILLIAM HUDSON

FLORIDA LICENSED BUILDING INSPECTOR: BN7873
FLORIDA LICENSED BUILDING CODE ADMINISTRATOR: BU2074
FLORIDA LICENSED PLANS EXAMINER: PX4373

Has Successfully Completed the Course

2020 23-HOUR ADVANCED STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES

for Public Educational Facilities Construction in the State of Florida as Prescribed in Chapter 1013, Florida Statutes, Sections 453 and 468 of the Florida Building Code and the rules of the State Board of Education
Provider Approval #0001023

Continuing Education Hours are approved by:

The Board of Architecture & Interior Design (ARP262) (23 hours including 2-ADV), Course #9877562
The Florida Building Code Administrators and Inspectors Board (FVDR217) (5 GEN hours), Course #0007156
The Construction Industry Licensing Board (PVD494) (23 hours including 1-ADV, 1-WC, 1-WPS, 1-BSP and 1-L&R), Course #0009513
The Florida State Fire College Course (11544) (23 hours) Course #RN13356, Instructor #126393

Issued this 25th day of March 2021



David Thayer, EDD, AICP, LEED GA
Director
Office of Educational Facilities



Don S. Whitehead, AIA, LEED AP
Safe and Efficient Facilities Design Manager
Office of Educational Facilities

Certified Person

William Hudson

Certificates

Residential Electrical Inspector (expires 10/21/2025)
Commercial Plumbing Inspector (expires 10/21/2025)
Property Maintenance and Housing Inspector (expires 10/21/2025)
Accessibility Inspector/Plans Examiner (expires 10/21/2025)
Fire Inspector I (expires 10/21/2025)
Building Inspector (expires 10/21/2025)
Certified Housing Code Official (expires 10/21/2025)
Residential Building Inspector (expires 10/21/2025)
Mechanical Inspector (expires 10/21/2025)
Residential Energy Inspector/Plans Examiner (expires 10/21/2025)
Residential Mechanical Inspector (expires 10/21/2025)
Certified Building Code Official (expires 10/21/2025)
Fire Inspector II (expires 10/21/2025)
Commercial Combination Inspector (expires 10/21/2025)
Certified Building Official (expires 10/21/2025)
Certified Mechanical Code Official (expires 10/21/2025)
Commercial Building Inspector (expires 10/21/2025)
Building Plans Examiner (expires 10/21/2025)
Plumbing Plans Examiner (expires 10/21/2025)
Commercial Mechanical Inspector (expires 10/21/2025)
Commercial Energy Inspector (expires 10/21/2025)
Commercial Energy Plans Examiner (expires 10/21/2025)
Commercial Electrical Inspector (expires 10/21/2025)
Mechanical Plans Examiner (expires 10/21/2025)
Master Code Professional (expires 10/21/2025)
Electrical Inspector (expires 10/21/2025)
Building Code Specialist (expires 10/21/2025)
Mechanical Code Specialist (expires 10/21/2025)

CLAY FRYE

Director of National
Plan Review

Years of Experience: 10+

Clay has over ten years of experience in the customer service industry and is able to establish an effective working environment with the general public. He has extensive experience in construction permit and plans expediting, as well as plan coordination and inspection scheduling. He demonstrates a consistent track record of successfully employing best business practices while improving efficiency and productivity.

PROFESSIONAL EXPERIENCE

- Member of International Code Council
- Member of Ohio Building Officials Association
- Member of Five County Building Officials Association
- Instructor Associated Builders and Contractors Apprenticeship Program

WORK EXPERIENCE

- **Director of Plan Review Services**, MTCI, A SAFEbuilt Company, Coral Gables, FL - October 2015 to Present
 - Responsibilities include:
 - » Establish a process for monitoring and tracking more than 400 plan reviews per month
 - » Create and monitor Plan Review KPI's which results in decreased turnaround times for commercial plan reviews
 - » Responsible for coordination of plans, inspections, phone calls, complaints
 - » Contractor license verification
 - » Communicate both orally and in written format with the public, contractors, and City staff
 - » Assists the public at the service counter, provides technical office support duties related to the processing and issuance of building permits
 - » Process and issue building, electrical, plumbing, mechanical, grading, and other related permits. Calculates fees based on established fee schedules, and monitor approval of plans by other regulatory agencies

DWIGHT "TONY" BRYAN

**Inspector & Plans
Examiner**

**Residential 1 & 2 Family
Inspector**

Commercial Building Inspector
30+ Years of Experience

EDUCATION

Florida State Fire College

Fire Inspector I #137030

Fire Inspector II #196781

Fire Investigator I #141773

National Board of Fire Services

Fire Inspector I #240939

Fire Inspector II #240939

Fire Plans Examiner #290940

STATE OF FLORIDA LICENSES

Standard Inspector #BN2965

Building Code Administrator
#BU1250

Residential Plans Examiner
#RPX26

Standard Plans Examiner #PX1632

Standard Modular Inspector SMI
#SM166

Standard Modular Plans Examiner
#SMP48

Provisional Plumbing Plans Examiner
(Application in Progress)

Provisional Electrical Inspector
(Application in Progress)

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

EXPERIENCE

- **Building Inspector** M.T. Causley, LLC, FL | 05/2021
- **Inspector and Plans Examiner** Hernando County, FL
- **Inspector and Plans Examiner** Hillsborough County, FL

ICC CERTIFICATIONS

Coastal and Floodplain Construction Inspector (expires 09/30/2027)

Plumbing Inspector (expires 09/30/2027)

Electrical Inspector (expires 09/30/2027)

ICC / AACE Property Maintenance and Housing Inspector (expires 09/30/2027)

Mechanical Inspector (expires 09/30/2027)

Commercial Combination Inspector (expires 09/30/2027)

Certified Building Official (expires 09/30/2027)

Fire Inspector II (expires 09/30/2027)

Fire Plans Examiner (expires 09/30/2027)

Building Plans Examiner (expires 09/30/2027)

Combination Inspector (expires 09/30/2027)

Housing Code Official (expires 09/30/2027)

Building Inspector (expires 09/30/2027)

Plumbing Code Official (expires 09/30/2027)

Residential Combination Inspector (expires 09/30/2027)

Mechanical Code Official (expires 09/30/2027)

Commercial Plumbing Inspector (expires 09/30/2027)

Mechanical Plans Examiner (expires 09/30/2027)

Commercial Electrical Inspector (expires 09/30/2027)

Fire Inspector I (expires 09/30/2027)

Certified Fire Code Official (expires 09/30/2027)

Plumbing Plans Examiner (expires 09/30/2027)

Building Code Official (expires 09/30/2027)

Building Code Specialist (expires 09/30/2027)

Plumbing Code Specialist (expires 09/30/2027)

Mechanical Code Specialist (expires 09/30/2027)

Fire Code Specialist (expires 09/30/2027)





Residential Plans Examiner	BRYAN, DWIGHT ANTHONY	Primary	RPX26 Residential	Current, Active 11/30/2025
Main Address*: Private				
Standard Inspector	BRYAN, DWIGHT ANTHONY	Primary	BN2965 Inspector	Current, Active 11/30/2025
Main Address*: Private				
Standard Modular Plans Examiner	BRYAN, DWIGHT ANTHONY	Primary	SMP48 Std Modular Pla	Current, Active 11/30/2025
Main Address*: Private				
Standard Plans Examiner	BRYAN, DWIGHT ANTHONY	Primary	PX1632 Plans Examiner	Current, Active 11/30/2025
Main Address*: Private				
Building Code Administrator	BRYAN, DWIGHT ANTHONY	Primary	BU1250 Building Code A	Current, Active 11/30/2025
Main Address*: Private				
Standard Modular Inspector SMI	BRYAN, DWIGHT ANTHONY	Primary	SMI66 Std Modular Ins	Current, Active 11/30/2025
Main Address*: Private				



Certified Certified Person

Dwight Bryan

Certificates

- Coastal and Floodplain Construction Inspector (expires 09/30/2027)
- Plumbing Inspector (expires 09/30/2027)
- Electrical Inspector (expires 09/30/2027)
- Property Maintenance and Housing Inspector (expires 09/30/2027)
- Mechanical Inspector (expires 09/30/2027)
- Commercial Combination Inspector (expires 09/30/2027)
- Certified Building Official (expires 09/30/2027)
- Fire Inspector II (expires 09/30/2027)
- Fire Plans Examiner (expires 09/30/2027)
- Building Plans Examiner (expires 09/30/2027)
- Combination Inspector (expires 09/30/2027)
- Certified Housing Code Official (expires 09/30/2027)
- Building Inspector (expires 09/30/2027)
- Certified Plumbing Code Official (expires 09/30/2027)
- Residential Combination Inspector (expires 09/30/2027)
- Certified Mechanical Code Official (expires 09/30/2027)
- Commercial Plumbing Inspector (expires 09/30/2027)
- Mechanical Plans Examiner (expires 09/30/2027)
- Commercial Electrical Inspector (expires 09/30/2027)
- Fire Inspector I (expires 09/30/2027)
- Certified Fire Code Official (expires 09/30/2027)
- Plumbing Plans Examiner (expires 09/30/2027)
- Certified Building Code Official (expires 09/30/2027)
- Building Code Specialist (expires 09/30/2027)
- Plumbing Code Specialist (expires 09/30/2027)
- Mechanical Code Specialist (expires 09/30/2027)
- Fire Code Specialist (expires 09/30/2027)

ROBERT PEEBLES

Building Inspector & Plans Examiner

EDUCATION

University of South Florida in
Tampa, FL

BS in Elementary Physical
Education

University of Florida in
Gainesville, FL

Master of Business Administration
(MBA)

LICENSES AND CERTIFICATIONS

Certified General Contractor

Standard Inspector

Standard Plans Examiner

Commercial Plumbing Inspector

Commercial Mechanical Inspector

Plumbing Plans Examiner

Mechanical Plans Examiner

Experienced Residential Home Construction Professional with proven expertise in Customer Satisfaction, Strategic Planning, Relationship Management, and IT. Outstanding record of achievement leading to revenue growth, cost reductions, and optimized market presence. Demonstrated success in customer relations, negotiation, and conflict resolution skills to lead teams to achieve company objectives and goals. Experience in both single and multi-family construction.

EXPERIENCE

- **Building Inspector & Plans Examiner** SAFEbuilt, LLC | November 2024 – Present
- **Building Inspector & Plans Examiner** Universal Engineering Services | March-November 2024
 - Verified code compliance for various structures in all phases of construction, Residential and Commercial.
- **VP of Construction Operation** Brite Homes | 2021 – 2023
 - Led team of 40+ in 6 geographic areas including Construction, Purchasing, Permitting and Warranty. Grew the company from \$30,000,000 in gross revenue to \$76,000,000. Over 50% growth year over year for 2 years.
- **Building Inspector** SAFEbuilt, LLC | 2020 – 2021
 - Verified code compliance for various structures in all phases of construction, Residential and Commercial.
- **Senior Construction Manager** Mattamy Homes | 2018 – 2019
 - Responsible for operations management, strategic planning, problem solving and project management throughout all phases of construction on residential homes single and multi-family. Ensured safety and compliance.
- **Various Positions** Various Companies | 1991 – 2018
 - Employed by several national builders, which led to career growth from Laborer to Director of National Purchasing.
 - Served as Construction Manager, which included being responsible for operations management, strategic planning, problem solving and project management throughout all phases of construction on residential homes single and multi-family. Ensured safety and compliance.
 - Served as Consultant, which included providing detailed research and analysis to business executives to assist them in making vital business decisions related to land asset acquisition and future growth projection.
 - Served as Sales Representative, which included providing outstanding relationship management skills through regular customer contact, skilled project management and comprehensive customer service.



ROBERT PEEBLES

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Search Results - 10 Records

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License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified General Contractor	PEEBLES, ROBERT W	Primary	CGC1511452 Cert General	Current, Active 08/31/2026
Main Address*: Private				
Standard Inspector	PEEBLES, ROBERT W	Primary	BN8042 Inspector	Current, Active 11/30/2025
Main Address*: Private				
Residential Plans Examiner	PEEBLES, ROBERT W	Primary	RPX349 Residential	Current, Active 11/30/2025
Main Address*: Private				
Standard Plans Examiner	PEEBLES, ROBERT W	Primary	PX4607 Plans Examiner	Current, Active 11/30/2025
Main Address*: Private				
Building Code Administrator	PEEBLES, ROBERT W	Primary	BU2154 Building Code A	Current, Active 11/30/2025
Main Address*: Private				


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SEARCH RESULT.

Certified Person	City	State
Robert Peebles	ORLANDO	FL

Certificates

Commercial Plumbing Inspector (expires 09/16/2027)

Plumbing Plans Examiner (expires 09/16/2027)

Commercial Mechanical Inspector (expires 10/17/2027)

Mechanical Plans Examiner (expires 10/17/2027)



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JOSHUA SEIS, ICC

Combination Inspector & Plans Examiner

LICENSES AND CERTIFICATIONS

Building Code Administrators &
Inspector
Plans Examiner
L Commercial Plumbing
Inspector
Plumbing Plans Examiner
Commercial Building Inspector
Building Plans Examiner
Commercial Mechanical Inspector
Mechanical Plans Examiner
Commercial Electrical Inspector
Commercial Combination
Inspector

EDUCATION

St. Petersburg College

Building Design and Construction
Management
Certificate of Sustainability
Management

Joshua has successfully completed numerous projects and continues to lead by example. His skills include blueprint reading, project management, communication, and problem-solving.

EXPERIENCE

- **Combination Inspector / Plans Examiner** SAFEbuilt | 2023 – Present | North Central Florida
 - Perform field inspections during various stages of construction.
 - Read and examine plans and specifications when required.
 - Report violations and maintain files / records.
- **Inspector / Plans Examiner** Citrus County Building Division | 2022 | Lecanto, FL
 - Inspected and verified compliance with the building codes.
- **Licensed Compliance Officer** Citrus County Building Division | 2021 – 2022 | Lecanto, FL
- **Plumber Supervisor** Suncoast Plumbing, Kevin Camp Construction, A1 Southern Plumbing, and R. Carr Plumbing & Solar | 2011 – 2021 | Florida
 - Oversaw daily operations, managed staff, ensured compliance with Florida regulations while maintaining exceptional customer service.

JOSHUA SEIS

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Search Results - 8 Records				
Please see our glossary of terms for an explanation of the license status shown in these search results.				
For additional information, including any complaints or discipline, click on the name.				
License Type	Name	Name Type	License Number/ Rank	Status/Expires
Standard Inspector	SEIS, JOSHUA LYNN	Primary	BN8471 Inspector	Current, Active 11/30/2025
Main Address*: Private				
Standard Plans Examiner	SEIS, JOSHUA LYNN	Primary	PX4781 Plans Examiner	Current, Active 11/30/2025
Main Address*: Private				
Provisional Electrical Plans Examiner	SEIS, JOSHUA LYNN	Primary	PEP633 Prov. Elec Plan	Current, Active 04/30/2025
Main Address*: Private				



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JOSHUA SEIS HOMOSASSA FL

- Certificates
- Commercial Plumbing Inspector (expires 04/20/2025)
 - Plumbing Plans Examiner (expires 06/01/2025)
 - Commercial Building Inspector (expires 12/06/2025)
 - Building Plans Examiner (expires 12/12/2025)
 - Commercial Mechanical Inspector (expires 12/20/2025)
 - Mechanical Plans Examiner (expires 12/27/2025)
 - Commercial Electrical Inspector (expires 12/10/2026)
 - Commercial Combination Inspector (expires 12/11/2026)



GLENN STEELE JR.

Building Inspector

10+ Years of Experience

EDUCATION

Ft Jones University

BS in Electrical Engineering

LICENSES / CERTIFICATIONS

Standard Inspector, BN6801

Standard Plans Examiner, PX3718

Certified Electrical Contractor

Glenn is a hardworking, self-starting, and motivated individual. His work ethic and knowledge, combined with his job experience, make him an asset to any municipal building department.

EXPERIENCE

- **Building Inspector** SAFEbuilt; Polk County, FL | 2021 – Present
 - Perform field inspections during various stages of construction.
 - Read and examine plans and specifications.
 - Report violations and maintain files / records.
 - Collaborate with other inspectors to discuss code information and code interpretations to help ensure consistency of inspections. This includes being receptive to and attending scheduled training.
 - Interpret and enforce the adopted building codes in a consistent manner for each jurisdiction assigned.
 - Document inspection results so that the information is clear, concise, complete, and understandable.
 - Form and maintain positive relationships with municipal personnel and other SAFEbuilt team members.
 - Complete paperwork accurately, on time, and thoroughly.
 - Perform inspections for existing client jurisdictions while identifying areas for improvement in customer service levels and implement changes with the approval of the Building Official.
 - Suggest/recommend procedures to improve operations.
 - Be available, responsive, knowledgeable, and cordial to customer and client requests for information.
 - Answer code related questions from builders and the general public.
 - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
- **Chief Electrical inspector** Bureau Veritas; St Cloud, FL | 2020 – Present
 - Perform commercial and residential inspections and plan review.
- **Chief Electrical inspector** City of Lakeland, FL | 2013 – 2020
 - Performed commercial and residential inspections and plan review.

GLENN STEELE, JR.

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Search Results - 9 Records				
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License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified Electrical Contractor	STEELE, GLENN ARTHUR JR	Primary	EC13004783 Cert Electrical	Current, Active 08/31/2026
Main Address*: Private				
Standard Plans Examiner	STEELE, GLENN ARTHUR JR	Primary	PX3718 Plans Examiner	Current, Active 11/30/2025
Main Address*: Private				
Standard Inspector	STEELE, GLENN ARTHUR JR	Primary	BN6801 Inspector	Current, Active 11/30/2025
Main Address*: Private				



TOMAS ALEXANDER OLIVA

Plans Examiner

19 Years of Experience

EDUCATION

Florida International University
Bachelor of Science in Civil
Engineering

LICENSES

Florida Professional Engineer,
PE72695
Standard Inspector, BN8533
Residential Mechanical Inspector
Residential Building Inspector
Residential Electrical Inspector
Residential Plumbing Inspector
Residential Combination Inspector

PROFESSIONAL AFFILIATIONS

Active member of the American
Society of Civil Engineers (ASCE)

Tomas is a Plans Examiner, as well as a Project Estimator, Project Engineer, and Assistant Project Manager with extensive certifications in FL and with the ICC, as well as experience in Millenium, RISA-3D and Epanet. He is fluent in English, Spanish, and German.

EXPERIENCE

- **Plans Examiner** SAFEbuilt, LLC | 12/2004 – 02/2021
 - Performs full range of Plan Reviews to identify and address areas of plan non-compliance.
 - Suggest/recommend procedures and processes to improve operations.
 - Work with plans examiners and inspectors in other SAFEbuilt offices to develop customer handouts and checklists across all offices.
 - Ensure that customer commitments and company goals related to plan review turn around times and field inspections are consistently met or exceeded.
 - Identify areas for improvement in office operations, customer service level, employee efficiency, and implement changes with approval of the Building Official.
 - Perform periodic site visits to review on-going projects to validate reviewed plans against actual projects.
 - Enter plan review results in appropriate software.
 - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
- **Project Estimator/Project Engineer/Assistant Project Manager** GT McDonald Enterprises, Plantation, FL | 12/2004 – 02/2021
 - Was responsible for construction cost estimates and procurement of subcontracts for new multi-story residential/luxury hotel buildings, renovation of historic buildings, commercial buildings and schools.
 - Worked on renovation/addition projects ranging from \$10 to \$60 Million per project.
 - Assisted clients with reports and presentations of estimate proposals and schedules.
- **Graduate Structural Engineer** Beicker Martinez Engineering, San Antonio, TX | 12/2003- 12/2004
 - Designed building structures ranging from 1-story residential homes up to 3-story commercial/office buildings.
 - Designed building structures according to geotechnical recommendations including deep and shallow foundations.
 - Supervised, designed and drew up construction documents including but not limited to: building floor plans, typical structural sections and structural specifications.

TOMAS OLIVA

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Search Results - 5 Records

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License Type	Name	Name Type	License Number/ Rank	Status/Expires
Professional Engineer	OLIVA, TOMAS A.	Primary	72695 Prof Engineer	Current, Active 02/28/2025
Main Address*: 8246 DOLPHIN BLUFF BLVD WESLEY CHAPEL, FL 33545-2302				
Engineering Intern	OLIVA, TOMAS A.	Primary	1100008692 Eng Intern	Current
Main Address*: 8246 DOLPHIN BLUFF BLVD WESLEY CHAPEL, FL 33545-2302				
Certified General Contractor	OLIVA, TOMAS ALEXANDER	Primary	CGC1518948 Cert General	Current, Active 08/31/2026
License Location Address*: 8246 DOLPHIN BLUFF BLVD WESLEY CHAPEL, FL 33545				
Main Address*: 8246 DOLPHIN BLUFF BLVD WESLEY CHAPEL, FL 33545				
Certified General Contractor	OLIVA, TOMAS ALEXANDER	Primary	CGC1535095 Cert General	Current, Active 08/31/2026
Main Address*: 8246 DOLPHIN BLUFF BLVD WESLEY CHAPEL, FL 33545				
Standard Inspector	OLIVA, TOMAS ALEXANDER	Primary	BN8533 Inspector	Current, Active 11/30/2025
Main Address*: 8246 DOLPHIN BLUFF BLVD WESLEY CHAPEL, FL 33545				


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Certified Certified Person

City

State

☒ Tomas Oliva

KISSIMMEE

FL

Certificates

Residential Mechanical Inspector (expires 04/22/2025)

Residential Building Inspector (expires 05/31/2025)

Residential Electrical Inspector (expires 07/22/2025)

Residential Plumbing Inspector (expires 07/28/2025)

Residential Combination Inspector (expires 07/30/2025)



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JUSTIN TRIPP

Building Inspector

25+ Years of Experience

LICENSES / CERTIFICATIONS

Standard Inspector, BN8614
Certified Building Contractor
Residential Plumbing Inspector
Residential Building Inspector
Residential Electrical Inspector
Residential Mechanical Inspector
Residential Combination Inspector

Justin is well-versed in all aspects of residential construction including plumbing and electrical, as well as commercial construction experience. He inspects construction methods of employees and subcontractors to ensure code compliance and quality control.

EXPERIENCE

- **Building Inspector** SAFEbuilt, LLC | 2022 – Present
 - Collaborate with other inspectors to discuss code information and code interpretations to help ensure consistency of inspections.
 - Interpret and enforce the adopted building codes in a consistent manner for each jurisdiction assigned.
 - Document inspection results so that the information is clear, concise, complete, and understandable.
 - Form and maintain positive relationships with municipal personnel and other SAFEbuilt team members.
 - Maintain a professional appearance and image.
 - Complete paperwork accurately, on time, and thoroughly.
 - Answer code related questions from builders and the general public.
 - Schedule/assign inspections, complete/result inspection tickets, generate and print out inspection tickets in jurisdiction relevant software package.
 - Attend town board meetings, planning meetings or pre-construction meetings as required or requested. Compensation for attending board and planning meetings after normal work hours is addressed under SAFEbuilt Ambassador Program.
 - Ensure assigned company vehicle is properly maintained as outlined by the Fleet Administrator.
 - Recommend code modifications and / or additions to customers as necessary to keep codes current.
 - Keep safety equipment in proper working condition and notify supervisor of any malfunctioning or missing safety equipment.
 - Perform administrative responsibilities in a timely fashion and manage personnel effectively, including completing performance reviews on time for direct reports.
- **Director /Owner / Contractor** Tripp Construction Co. Inc. | 2014 – 2022
- **Straddle Crane Operator** PDM Bridge Enterprise | 2012 – 2014
- **Carpenter and Foreman** Mike Tripp Construction Co., Inc.; Palatka, FL | June 2000 – 2012
 - Worked and supervised all stages of construction for residential and commercial applications.
- **Business Owner** Tripp Carpentry and Remodeling; Palatka, FL | 2009 – 2011
 - Performed all types of home repairs and small remodeling jobs.



JUSTIN TRIPP

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dbpr
Department of Business
& Professional Regulation

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Search Results - 6 Records

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License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified Building Contractor	TRIPP, JUSTIN B	Primary	CBC1260754 Cert Building	Current, Active 08/31/2026
License Location Address*: 115 REEDY CREEK DR FROSTPROOF, FL 33843 Main Address*: Private Mailing Address*: 115 REEDY CREEK DR FROSTPROOF, FL 33843				
Standard Inspector	TRIPP, JUSTIN B	Primary	BN8614 Inspector	Current, Active 11/30/2025
Main Address*: Private				



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Certified Certified Person	City	State
➔ JUSTIN TRIPP	DAVENPORT	FL

- Certificates**
Residential Plumbing Inspector (expires 10/06/2025)
Residential Building Inspector (expires 10/12/2025)
Residential Electrical Inspector (expires 10/13/2025)
Residential Mechanical Inspector (expires 10/18/2025)
Residential Combination Inspector (expires 10/20/2025)

GILLIAN STEMMERMAN

Fire Inspector

EDUCATION

Columbia Southern University

MS, Emergency Services
Management
BS, Criminal Science
BS, Fire Science
AAS, Arson Investigation
AS, Fire Science

LICENSES & CERTIFICATIONS

State of Florida

Provisional Building Inspector
#PBI2530
Provisional Residential Inspector
#PRI1184
Emergency Medical Technician
#EMT75088

Ms. Stemmerman is a Building Inspector, Fire Inspector, and dedicated emergency responder/leader with hands-on firefighting and team-building experience. She is enthusiastic and capable of working in both a team and independently. Ms. Stemmerman has the ability to recognize fire safety issues and integrate solutions to achieve a safe environment.

EXPERIENCE

- **Building Inspector / Fire Inspector** SAFEbuilt, LLC | 2022 – Present
 - Inspect businesses for compliance with the International Fire Code as adopted and amended for enforcement by local Municipality / County.
 - Investigate complaints of alleged violations of fire regulations.
 - Inspect new construction projects and existing buildings, as required.
 - Look for flaws in buildings, equipment, and grounds, as well as potential health, safety, and code violations.
 - Inspect construction, refurbishment, and repair projects.
 - Stay current on inspection regulations, codes, ordinances, and methods.
- **Fire Inspector** City of DeLand | 1997 – 2022
 - Completed BTR inspections, new construction, and high hazard inspections.
 - Ran the juvenile fire setter program, coordinated special events with the deputy chief, and worked special events.
 - Performed renovation inspections and sprinkler and fire alarm inspections.
- **Fire Marshal** City of DeLand | 2015 – 2022
 - Checked for proper fire precautionary measures in schools, theaters, offices, and other buildings.
 - Oversaw fire protection and prevention programs, providing teams with the necessary training and resources to ensure that efforts were completed on time and to a high standard.
 - Performed site evaluations, customer surveys, and team audits.
 - Managed all aspects of staffing, recruitment, interviewing, and selection of potential team members in accordance with station needs.

GILLIAN STEMMERMAN

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Search Results - 2 Records

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License Type	Name	Name Type	License Number/ Rank	Status/Expires
Provisional Building Inspector	STEMMERMAN, GILLIAN CODY	Primary	PBI2530 Prov. Bld Insp.	Current, Active 12/13/2024
Main Address*: Private				
Provisional Residential Inspector	STEMMERMAN, GILLIAN CODY	Primary	PRI1184 Prov Residentl	Current, Active 12/13/2024
Main Address*: Private				



Department of Health

FLHealthSource.gov

GILLIAN C STEMMERMAN

License Number: EMT75088

Data As Of 10/29/2024

License Information

Secondary Locations

Discipline/Admin Action

Profession	Emergency Medical Technician
License	EMT75088
License Status	CLEAR/Active
License Expiration Date	12/1/2024
License Original Issue Date	02/18/1994
Address of Record	1093 East Parkway DELAND, FL 32724
Discipline on File	No
Public Complaint	No



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FIRM CAPABILITIES

As a company that provides third-party, professional building department services for municipal clients throughout the State of Florida, MTC thoroughly screens prospective personnel for the right experience and qualifications to perform their assigned duties. With 28 years of industry experience, we know each position's requirements within the different building services disciplines. We look for candidates with a well-rounded background in the building services industry, a passion for the work, and a drive to get the job done correctly and on schedule. We actively pursue self-motivated, personable candidates who can easily integrate into any team setting.

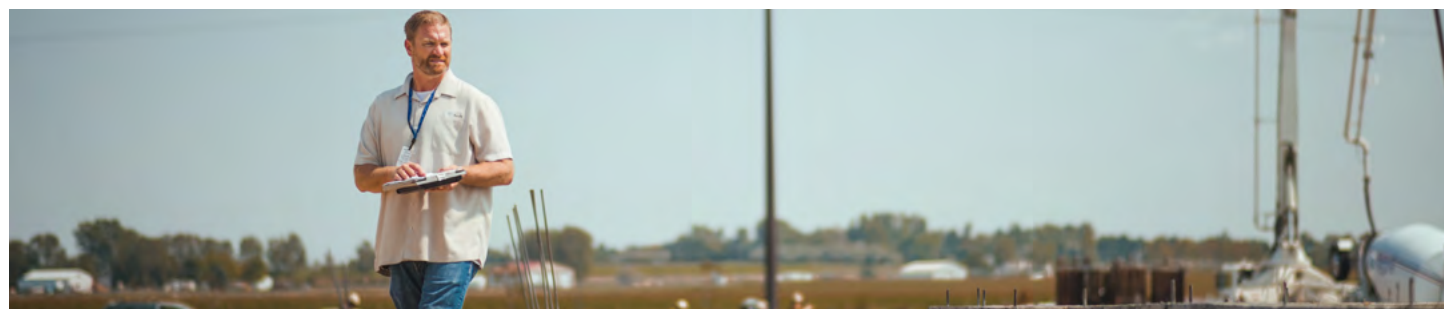
MTC is pleased to offer the team of experts, presented in the team in the organizational chart to the right, who stand ready to provide building building official services.

This team will be led by **Bill Hudson**, a veteran Project Manager who is also our Regional Operations Manager for this bid. He is supported by a team of plans examiners and inspectors boasting a collective experience of over 300 years in building code services, construction, and trades. Noteworthy qualifications of our proposed team include two International Code Council (ICC) Certified Building Officials, an ICC Certified Master Code Professional (MCP), six DBPR licensed inspectors, and four DBPR licensed plans examiners. Our comprehensive team covers all necessary disciplines, including residential and commercial building, plumbing, mechanical, electrical, and fire.

The Importance of Having a Master Code Professional

MTC boasts ten professionals with the Master Code Professional (MCP) certification, which is the highest level of designation the ICC offers. Only 900 individuals worldwide have earned this level designation of technical and management aspects of code enforcement. It is considered the "gold standard" for demonstrating proficiency in the building code profession.

Project manager **Bill Hudson** has an MCP certification from the ICC and over 25 additional ICC certifications. As an MCP, his understanding and knowledge of laws and codes is at the highest level, backed by a required 60 hours of continuing education every three (3) years to maintain their certifications.



PROPOSED TEAM FOR THE CITY OF CASSELBERRY

Bill Hudson, CBO, MCP

*Project Manager, Building Official
& Regional Operations Manager*

Clay Frye

Director of National Plan Review

Dwight "Tony" Bryan, CBO

Building Official, Combination Inspector & Plans Examiner

Robert "Rob" Peebles

Combination Inspector & Plans Examiner

Joshua Seis, ICC

Combination Inspector & Plans Examiner

Glenn Steele, Jr.

Electrical Inspector & Plans Examiner

Tomas Oliva

Structural Inspector & Plans Examiner

Justin Tripp

Combination Inspector

Gillian Stemmerman

Fire Inspector &

TIMELINESS AND AVAILABILITY

MTC takes a partnership approach to every contract. As the City's partner, we aim to drive efficiencies and innovations to serve the City better. Our approach to this partnership begins with fostering open and ongoing communication between MTC and the City. Before accepting our first assignment, we will meet with the City's staff. During this meeting, we will discuss the City's expectations for plan review and inspection turnaround times based on historical and anticipated workload. We will also review the processes for plan review transmittal, notification protocols, and inspection scheduling and discuss any efficiencies we can offer for the City's consideration.

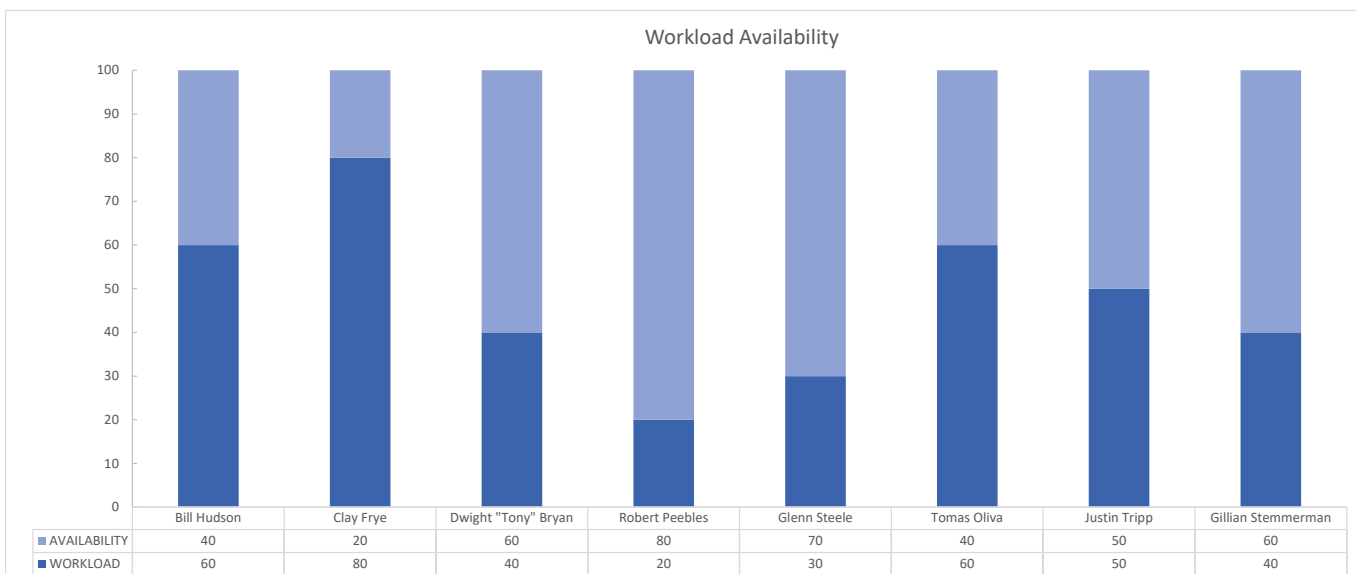
As a rule, MTC and the entire family of SAFEbuilt companies maintain higher expectations and stricter time frames for our turnaround speed than the industry standard. MTC offers next-day inspections for any request received by 4:00 PM on the previous business day. Most inspections take between 15 minutes and 2 hours to complete, depending on the type of inspection. We will, of course, make ourselves available to respond to inspections related to emergencies.

Meeting deadlines is an important part of successful project management. When deadlines are met, it ensures that the project is on track and that all the objectives have been met. It also helps to keep the project on budget and within the expected timeline. Meeting deadlines also help maintain the team's morale by giving them a sense of accomplishment and pride. When deadlines are not met, it can lead to delays, additional costs, and increased stress levels. It is, therefore, essential to ensure that project deadlines are met to ensure the project's success.

Some of the methods we use to ensure deadlines are met include:

- **Temporary Surge Support.** MTC can utilize inspection and plan review staff supporting nearby on-call contracts to provide temporary support. We can also contact our National Plan Review (NPR) program to assist with backlog.
- **Deadline Mindfulness.** The MTC team remains mindful of scheduling commitments and tight deadlines. We also track and monitor work throughout its lifecycle.
- **Prioritization.** We establish clear criteria to prioritize requests to ensure that the most urgent and important requests are completed first.
- **Overtime.** MTC uses overtime judiciously to catch up on workload and clear backlog.

Please see the Workload Availability chart below for more specifics about the availability of our proposed team.



SHORT EXPERIENCE STATEMENTS

MTC implements clear team role delineation, open communication channels, and streamlined accountability for the staff assigned to the City—for the fulfillment of its building official services. To facilitate your review of our proposal, we have provided a Certification Matrix below and on the following pages that summarizes the many licenses and certifications earned by our talented proposed team.

	BILL HUDSON	DWIGHT "TONY" BRYAN	ROBERT PEEBLES	JOSHUA SEIS	GLENN STEELE	TOMAS OLIVA	JUSTIN TRIPP	GILLIAN STEMMERMAN
								
INTERNATIONAL CODE COUNCIL								
Certified Building Official	✓	✓						
Building Code Specialist	✓	✓						
Building Inspector	✓	✓						
Building Plans Examiner	✓	✓		✓				
Coastal and Floodplain Construction Inspector		✓						
Residential Combination Inspector		✓						
Building Code Official	✓	✓						
Combination Inspector		✓						
Combination Plans Examiner								
Commercial Combination Inspector	✓	✓		✓				
Commercial Electrical Inspector	✓	✓		✓				
Electrical Code Official								
Electrical Inspector	✓	✓						
Electrical Plans Examiner								
Master Code Professional	✓							
Mechanical Plans Examiner	✓	✓	✓	✓				
Plumbing Code Official		✓						
Plumbing Inspector		✓						
Plumbing Plans Examiner	✓	✓	✓	✓				

	BILL HUDSON	DWIGHT BRYAN	ROBERT PEEBLES	JOSHUA SEIS	GLENN STEELE	TOMAS OLIVIA	JUSTIN TRIPP	GILLIAN STEMMERMAN
Commercial Mechanical Inspector	✓		✓	✓				
Commercial Plumbing Inspector	✓	✓	✓	✓				
Fire Inspector I	✓	✓						
Fire Inspector II	✓	✓						
Fire Plans Examiner		✓						
Certified Fire Code Official		✓						
Fire Code Specialist		✓						
Housing Code Official	✓	✓						
Mechanical Code Official	✓	✓						
Mechanical Code Specialist	✓	✓						
Mechanical Inspector	✓	✓						
Property Maintenance and Housing Inspector	✓	✓						
Residential Building Inspector	✓					✓	✓	
Residential Energy Inspector/Plans Examiner	✓							
Residential Mechanical Inspector	✓					✓	✓	
Plumbing Code Specialist	✓	✓						
Residential Electrical Inspector	✓					✓	✓	
Accessibility Inspector/Plans Examiner	✓							
Commercial Building Inspector	✓			✓				
Commercial Energy Inspector	✓							
Commercial Energy Plans Examiner	✓							
Residential Plumbing Inspector						✓	✓	
Residential Combination Inspector		✓				✓	✓	

	BILL HUDSON	DWIGHT "TONY" BRYAN	ROBERT PEEBLES	JOSHUA SEIS	GLENN STEELE	TOMAS OLIVA	JUSTIN TRIPP	GILLIAN STEMMERMAN
FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION								
Building Code Administrator	✓	✓	✓					
Standard Inspector	✓	✓	✓	✓	✓	✓	✓	
—Building	✓							
—Commercial Building				✓				
—Commercial Combination				✓				
—Commercial Electrical				✓				
—Commercial Plumbing				✓				
—Commercial Mechanical				✓				
—Modular		✓						
—Provisional Building								✓
—Provisional Residential								✓
—Residential Building						✓	✓	
—Residential Electrical				✓		✓	✓	
—Residential Combination						✓	✓	
—Residential Mechanical						✓	✓	
—Residential Plumbing						✓	✓	
Standard Plans Examiner	✓	✓	✓	✓	✓			
—Building	✓			✓				
—Mechanical				✓				
—Modular		✓						
—Plumbing	✓			✓				
Residential Plans Examiner		✓	✓					
Provisional Electrical Plans Examiner				✓				
Certified Building Contractor							✓	
Professional Engineer						✓		
Certified General Contractor			✓			✓		
Certified Electrical Contractor					✓			



Tab B

Similar Projects, Past Performance

TAB B: SIMILAR PROJECTS, PAST PERFORMANCE

CLIENT REFERENCES

MTC is pleased to present the City with the following references for nearby clients who can attest to the quality of services we provide:



City of Maitland

**Building Department Management |
Building Inspection Services | Plan Review**
Tracey Kimberley, Public Works Director
1776 Independence Lane, Maitland, FL 32751
407.539.6216 | ktracy@itsmymaitland.com

Dates of Service: 2021 to Ongoing
Current Project Value: \$50,000.00 annually
Team Members: Placeholder



Osceola County

Building Inspection Services | Plan Review
Don Fisher, County Manager
1 Courthouse Sq, Kissimmee, FL 34741
407.742.2385 | don.fisher@osceola.org

Dates of Service: 2017 to Ongoing
Current Project Value: \$1,199,380.00 annually
Team Members: Placeholder



Polk County

Building Inspection Services | Plan Review
Ryan Wiggins, Building Division Director
255 N. Broadway Ave, Bartow, FL 33830
863.534.6564 | ryanwiggins@polk-county.net

Dates of Service: 2018 to Ongoing
Current Project Value: \$2,621,760.00 annually
Team Members: Placeholder



Town of Bronson

**Building Department Management | Building Inspection Services
| Code Enforcement | Plan Review | Fire Services**
Sue Beaudet, MPA, Town Manager
650 Oak Street, Bronson, FL 32621
352.486.2354 | townmanager@townofbronson.org

Dates of Service: 2017 to Ongoing
Current Project Value: \$55,000.00 annually
Team Members: Placeholder



City of Bushnell

Building Department Management |
Building Inspection Services | Plan Review

Michael Eastburn, City Manager
117 E Joe P. Strickland Jr. Ave, Bushnell, FL 33513
352.689.4400 | meastburn@cityofbushnellfl.com

Dates of Service: 2022 to Ongoing
Current Project Value: \$155,000.00 annually
Team Members: Placeholder

AWARDS

MTC's Senior Structural Director Abdul Mohammad, PE, SI, FBRSE, was the Senior Project Manager for One Thousand Museum in Miami, FL. This project was designed by Pritzker Architecture Award winner Zaha Hadid, and it won several awards on the national and international stages.

TESTIMONIALS

"M.T. Causley's customer service approach to residents, staff, and contractors is patient, compassionate, creative, and always professional. [They are] very responsive to periods of peak development activity by providing additional personnel as necessary."

– Gregory Rice, Director of Community Development, City of Inverness, FL



"Upon execution of the agreement, they immediately arranged to meet with us to further discuss our needs, and they have been responsive and accommodating ever since. We have primarily used them for long-term assignments and they are extremely flexible."

One of the most important aspects of this partnership is that the staff assigned to us are thorough and professional. It is not unusual for me to receive positive comments from customers about the team members assigned to us from M.T. Causley."

– Chandra Frederick, Director, Polk County Building Division

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

– Lori Barnes, [Former] Community Development Services Director; City of Eustis, FL



Tab C

Project Approach/ Work Plan

TAB C: PROJECT APPROACH/WORK PLAN

A. WORK PLAN/TECHNICAL APPROACH/PROJECT MANAGEMENT

STATEMENT OF UNDERSTANDING

M.T. Causley (MTC) understands that the City of Casselberry (the City) needs a qualified firm to provide building official services to supplement the City's Building Division staff. The reviews and inspections MTC provides shall be in accordance with Florida Building Codes and all applicable laws and ordinances.

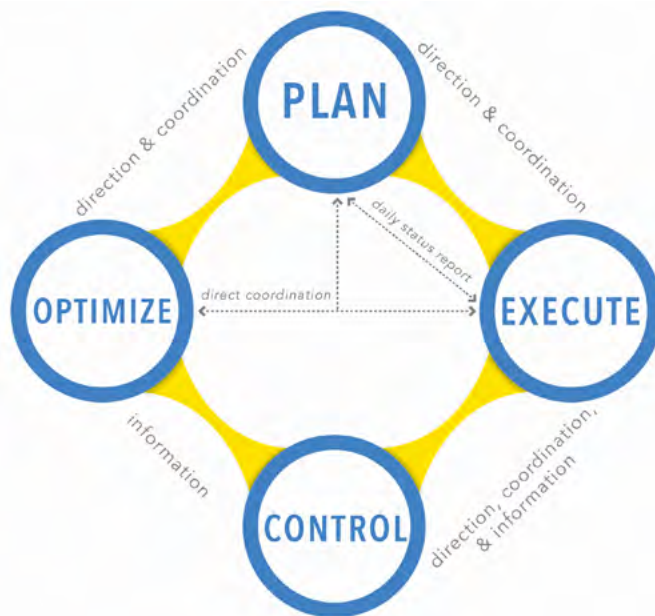
We propose to provide two International Code Council (ICC) Certified Building Officials, an ICC Certified Master Code Professional (MCP), six DBPR licensed inspectors, and four DBPR licensed plans examiners--all certified in the State of Florida. Given the anticipated workload, we are certain that this team is sufficient to meet all the requirements the City listed in the RFP, which include:

- Complying with all applicable, relevant and appropriate local, state, and federal regulations:
- Conducting inspections and review all construction documents and building permit submittals for compliance as needed.
- Providing inspections on all residential, commercial and other properties that receive a building permit through the City.
- Providing direct assistance to the general public and City staff for inspection related questions.
- Providing constant communication regarding inspection requests, delays, etc. with the Building Services Coordinator and, when necessary, the Development Services Manager and Community Development Director.
- Performing inspections and investigations.
- Preparing written reports as necessary and required.
- Reviewing plans to ensure they meet local, state, and federal requirements.
- Providing clear direction, assistance, and communication to other city divisions and departments.
- Providing direct customer service and assistance to the general public, either via email, phone, or in person.
- Being accessible through the use of email and mobile phone.
- One (1) inspector will be available to work each Friday to cover residential building inspections, including roofs, doors, windows and electrical.
- Being available on call for weekends, after-business hours and holidays.
- Providing turnaround time for plan review process for both residential and commercial properties.
- Providing timely customer service when responding to plan review questions.
- Providing constant communication regarding plan review times with the Building Permitting Manager and, when necessary, the Building Official and the Community Development Director.
- Using the mobile device(s) as provided to the Contractor by the City to result inspections in a timely manner.
- 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.
- Extensive knowledge of the principles and practice of building construction, building codes, and permitting.

ONGOING MANAGEMENT OF SERVICES

Our Contract Management Plan begins with the application of our philosophy of Plan, Execute, Control, Optimize (PECO). The PECO framework, illustrated below, is based on our team's experience, as well as industry best practices endorsed by the Project Management Institute.

We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method. Using the PECO framework, the MTC team delivers a contract management approach that combines the right people, processes, and tools to perform the Scope of Work requirements. Our support at the City requires a methodology to efficiently operate and maintain all areas of service. The MTC team's methodology is structured to streamline our resources used and provide responsive services. Successful execution of Plan Review and Inspection services starts with a responsive team structure that can anticipate and address resource needs.



TRACKING, MEASURING, REPORTING

SAFE BUILT'S COMMUNICATION APPROACH



Data is an essential component to the continuous improvement process. Tracking, measuring, and reporting department specific metrics will tell a story of the current state of operations and identify areas for improvement. We will establish a reporting schedule tailored to your needs.

Through utilizing our proprietary CommunityCore software, we provide reporting on performance; permits issued; Inspector reports; building permits; details on building plan review building inspections, and fire and plumbing plan review and inspections; and any additional requests the City may need. Our team works on multiple tasks at the same time, and our organizational structure supports the staff to

effectively oversee this process. Our Project Manager will ensure overall project performance and completion and we will manage the day-to-day business of providing excellent services to complete all work.

Reporting can be given with any periodicity - summarizing activity levels, adherence to contract, staffing and performance metrics, and other items of special interest and are intended to supplement, not replace, any current processes for monitoring department activities and performance.

COMMUNICATION AND COORDINATION

Key to the efficient and successful flow of information is clear, effective communication. Everyone involved with a contract of this size and scope must be aware of changes, progress, and challenges. We commit to working with you to determine the best ways to communicate the right information to the right people at the right time.

Our priority is to ensure the best possible experience working with our team—with minimum impact on the State and its citizens. Meetings are an integral part of the plan, especially at contract start-up, and involve all applicable staff from the City and MTC. Everyone involved must be aware of progress and changes they can expect going forward. We will prepare communications that can be shared with all City staff, detailing what to expect.

We work with the City to develop and evolve a schedule and format to meet its needs for aggregate reporting. Report formats may include monthly, quarterly, and annual reports summarizing activity levels, adherence to performance metrics, and other items of special interest. We ensure our work effort is clearly communicated to the City throughout the contract's life, adjusting as necessary.

OPERATIONS MANAGEMENT – CONTINUOUS IMPROVEMENT

MTC will continue to partner with the City to drive efficiencies and innovations, as well as leverage new technologies to better serve the community. We are confident we can reduce the City's costs and improve service on an ongoing basis. We have many proprietary and third-party technologies (e.g., CommunityCore, Field Management Services, streamlined fleet management with Geotab, labor tracking through UltiPro. electronic workflow, etc.). Using this experience, we have developed an operations playbook with best practices, tools and techniques for delivering building department services to reduce risks, costs and improve service.

WHAT THE CITY CAN EXPECT FROM THEIR MTC TEAM

Our building department staff always aims to provide efficient, state-of-the-art, customer-friendly services that allow our staff to streamline the delivery and completion of code-compliant projects for residents, businesses, and the City. To ensure contract success, we promote the importance of communication at every level of our organization. Using current technology, we can communicate more efficiently with our clients, residents, contractors, co-workers, and support staff. Communication throughout the organization is stressed to ensure that our clients are up-to-date on all larger-scale permits in the City. This communication makes the team more efficient in their daily scope of services.

MTC staff is professional in every way, and our goals are to support the City in its efforts to maintain an efficient and effective building department. All staff will accept direction and instructions while performing their responsibilities independently and professionally with minimal supervision required.

All MTC team members will:

- Wear/display proper identification.
- Offer exemplary customer service while performing their duties.
- Attend meetings as required by the City.
- Meet all job safety requirements and OSHA safety standards.
- Participate in public educational activities as requested.
- Possess/maintain required certifications and are experienced in performing compliant inspections.
- Respond to calls and emails within 24 hours of receipt or before the end of the next business day.
- Be knowledgeable of design principles, local zoning, and topographical site plans.
- Remain proficient and knowledgeable of federal, state, and local laws, rules, regulations, directives, codes, and ordinances applicable to their work.
- Always exhibit professional and courteous conduct and an appropriate appearance during interactions both on and off the job site.
- Be available to support the City every Monday through Friday during regular business hours, except for City-recognized holidays. We will delegate members of the MTC team to respond to emergencies.

PROBLEM ESCALATION AND NOTIFICATION

MTC takes a proactive approach to dealing with problems as they become evident. A multi-pronged, chain of command is established for each team and each shift, so that someone is always able to resolve the issue quickly—even after hours. The dedicated local Project Manager, Bill Hudson, will be the primary point of contact for issue resolution throughout the contract. If the issue cannot be resolved at the Project Manager level, it can be escalated to Jessica Adkins, the Account Manager. Increasingly severe problems and concerns will further escalate to executive and C-suite team members as appropriate, who will be involved to develop solutions, revise policies and procedures, and improve service delivery and customer service. We always aim for an educational, client-first perspective and treat every conflict or difference of opinion with respect and the best knowledge available.

All issues will be assessed, documented, and tracked. Any issues that may have an impact to contract success, for example time, cost or non-compliant work, will be reported immediately to the City. The time allowed to correct non-compliant work depends on the scope and magnitude of the work involved, or the severity of the deficiency. When the corrective action requires a follow-up quality control check, we allow for a reasonable time in which to make corrections and schedule a check. Normally, no more than two working days are needed for after-the-fact correction.

The City will be involved in communications related to issue resolution or concern correction as the primary stakeholder. Our team will always work with the City to come to beneficial conclusions to problems with contract and operations execution.

ESSENTIAL MANAGEMENT FUNCTIONS: PLAN REVIEW SERVICES

MTC provides the plan review of any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety. We ensure compliance with the adopted Building Code, Residential Code, Plumbing Code, Electrical Code, and Mechanical Code, Building Standards Code, Accessibility and Energy Standards, and the Municipal Code. Plan review will be performed in-house at City Hall and off-site when the need arises due to workload variations and in order to meet our committed timelines.

Our approach to plan review ensures that plans submitted to MTC for review are properly tracked and processed. Our system ensures that each plan or permit is assigned, returned, and handled on time and within budget. The status of any plan can easily be determined at any point in time.

Our registered professionals and certified plan examiners review all plans and calculations, thus ensuring that the technical components and all code items are thoroughly reviewed. Most of our plans examiners are cross-trained and also certified as inspectors, providing a very efficient use of personnel and expediting the process for the applicant. We provide timely turnaround of plan reviews and re-reviews based on guaranteed turnaround times.

Our staff also handles any coordination required as part of the review.

QUALIFICATIONS

Plans Examiners must maintain meticulous attention to detail and accuracy and possess clear written ability for notations and documentation. They must also be good verbal and written communicators and at ease with meeting with municipal officials, residents, engineers, architects, and design professionals. They must also

MTC will follow up on the status of reviews and will incorporate comments into one plan review in order to minimize correspondence. A full review of the plans will be completed so that only the comments sent out for correction need to be reviewed upon resubmittal. All reviews will be sent to the applicant electronically.

A pre-submittal meeting will convene when requested by the applicant, or if our Plans Examiner feel it will result in a more seamless plan review process. MTC will coordinate meetings to streamline the process.

A pre-construction meeting will convene when the contractor or Building and Zoning Department staff feel it will contribute to a smooth start and ongoing building project. The process includes reviewing inspection requirements, testing, and special reporting requirements. MTC will provide main points of contact for the City's building department staff and contractor staff contact lists.

PLAN REVIEW TRACKING, WORKFLOW, AND REPORTING DETAILS

Tracking, workflow, and reporting details will be based on the City's software capabilities. We will create an Excel spreadsheet to track plan reviews by permit number and status, in addition to utilizing the Accela system to track permit progress. Microsoft Outlook will be used to set reminders for deadlines for reviews. The applicant will pay the fee upon submission, a tracking number will be assigned, and our staff will then begin the review.

When the Plans Examiner has validated that the requirements have been met, they will then prepare the permit card. Once a plan review has been completed, the Plans Examiner will contact the listed applicant to advise them on the status. Copies of the corrections are then sent to the applicant and jurisdiction via email, fax, or mail. Resubmitted plans will be submitted directly to the City or shipped or delivered directly to our office.

The permit is then issued. By assigning a number at the time of intake, the permit can be tracked throughout the life of the project.

Our Plans Examiner can conference with clients and project teams in-person, by phone, or via teleconference or web conference. MTC can receive plans from the City or directly from the applicant by mail, courier, via electronic transmission, or on physical media such as a compact disc, which decreases the time delays and costs associated with shipping plans. Our process has been designed to be not only convenient for our client jurisdictions but also highly convenient for the designers and permit applicants being served. MTC will provide a monthly report that includes the number of permits, plan reviews, inspections by type, certificates of occupancy, and project valuation.

BLUEBEAM REVU

Our team typically uses [Bluebeam Revu®](#) to review plans electronically and in hard copy when customers are unable to use electronic platforms. This system gives all stakeholders the ability to access and manage a master set of digital documents, perform concurrent reviews, and collaborate on the same PDF together in real-time, and includes the following features:

- Industry-standard markups, including text, pen marks, highlights, clouds, CAD symbols, measurements, and text stamps. These tools replicate pen and paper, allowing reviewers to add comments to electronic plans and request revisions efficiently.
- The Tool Chest, where each reviewer can create and save custom tool sets for specific needs.
- A "Compare Documents" feature that instantly clouds the differences between drawing revisions.
- An integrated "Markups" list allows technicians to view and track comments during the permitting process and summarize them into a PDF report.



REMOTE PLAN REVIEW SERVICES FROM OUR NATIONAL PLAN REVIEW PROGRAM

In addition to the Plans Examiner we have proposed to support the City, we offer backup support from the multi-disciplinary Plans Examiners who support our National Plan Review (NPR) program. Our NPR remote plan review services offer an ideal approach to help the City manage increasing workloads.

MTC began offering remote plan review services in 2012. At the onset of the COVID-19 pandemic, we established the NPR program, encouraging our clients to use our remote services to eliminate person-to-person contact, and to keep their plan review workload on track. This approach allowed us to provide uninterrupted services to many clients during the height of the pandemic.

Since its inception in 2020, the NPR Program team has grown to include 48 multi-certified Plans Examiners with an array of specialties, including educational facilities, fire, post-disaster, site/civil, seismic, and structural for any projects with specialized plan review needs. The process, shown in Figure 3 on the following page, is simple, increases efficiency, reduces costs, and can work within the City's Accela system:



The benefits of a Remote Plan Review approach include:

Access to multi-disciplined Plans Examiners. Credentialed staff are hard to find—staffing all positions necessary is financially challenging. Remote plan review provides the City with access to credentialed multi-discipline Plans Reviewers across the country.

Remote and concurrent reviews. Access to a national network of plan review staff allows for concurrent plan review across multiple time zones, speeding up review turnaround times. The outcome—clients do not complain about turnaround time delays, which essentially equal delays in development and mean delays in completing revenue-producing projects.

Expedited plan review. National access to reviewers gives the City the ability to expedite plans (for an additional fee) through the process for clients that have short deadlines or have fallen behind schedule.

No more complaints about turnaround times. Remote reviews have a strict workflow process that increases efficiencies with the ability to view outstanding permits and each project's status.

Remote access and increased transparency. Clients can conveniently submit their plans and monitor their status remotely, reducing the need to sit and wait in a building department office or by phone. Clients can access the portal anytime, anywhere, without restrictions to office hours.

ESSENTIAL MANAGEMENT FUNCTIONS: INSPECTION SERVICES

IN-PERSON INSPECTION SUPPORT SERVICES

Building inspectors qualified to perform residential and commercial inspections can be made available as-needed during normal business hours (40 hours/week). Inspectors can also be flexible to assist during special off-hours by request with advance notice.

Assigned staff will perform inspection services, as needed, to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building and fire codes. Our field inspection services will include site inspections and writing legible and understandable correction and violation notices and field reports. In addition, we will be available to answer in-person or telephone inquiries.

REMOTE INSPECTION SUPPORT SERVICES VIA TECHNOLOGY

MTC can provide remote virtual inspections (RVI) for the convenience and safety of your community. Completing inspections remotely saves time and money. Rather than waiting for an inspector to arrive from another job, they can be there in moments to efficiently walk residents and contractors through the inspection. RVIs also help reduce the number of people on a job site, supporting social distancing and public health.

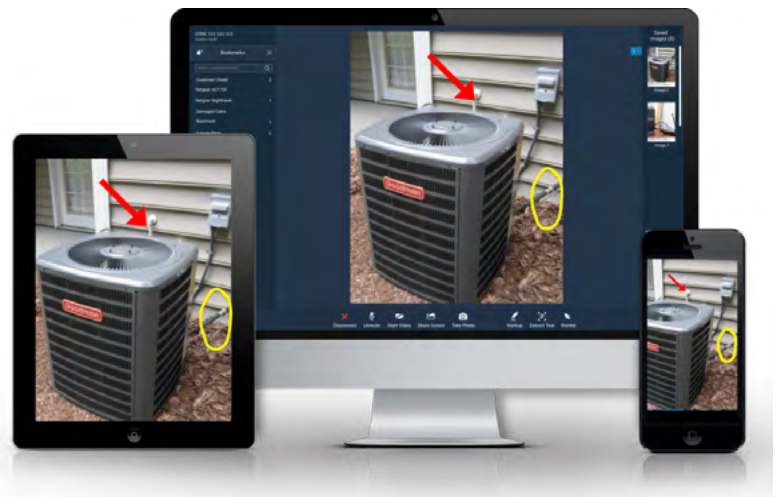
MTC has used RVI technology for several years, and it has become a mainstay of our inspection toolbox. We use this already-proven technology to help our team accomplish roofing inspections more safely and efficiently. For buildings and homes with especially steep roofs, we can open a remote inspection session with the contractor and walk them through the inspection process.

Approved inspections are determined by the local municipality but can include:

- Porches
- Small Projects (fence, exterior remodels)
- Rooftop
- Rooftop Solar (photovoltaic)
- Electrical Service Upgrades
- Electrical Reconnects
- Water Heaters
- Gas Line Installations
- Parking Shade Structures
- Detached Storage Sheds
- Residential Addition/Alternation Inspections
- Follow-Up Inspections (must verify with inspector)

Remote video inspections can not be used for assessment of damage from fires and vehicles or restorations of utilities and critical facilities. These will be performed as typical field inspections as required by the Building Official.

In partnership with our Information Technology team, our operations team selected Blitz Remote Visual Assistance Software as our virtual tool to complete these inspections. The software allows us to easily connect with residents and contractors without downloading an app or logging in.



INSPECTION TECHNOLOGY

MTC uses routing software to ensure inspections are conducted efficiently and within the allotted time scheduled. Inspection checklists and building guides are accessible from the Inspector's tablets to assist customers in the field. Electronic versions of the codebooks are available on the tablet as well.

INSPECTION TRACKING AND REPORTING

All inspections are tracked by permit number, type, and trade. MTC verifies that all inspection records, including daily records of what was inspected, are entered into the City's system of record, currently Accela. Inspection reports provide information about whether they failed, passed, or need re-inspection. Our team works hard to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers, and architects to enhance the construction process's orderly flow while maintaining an effective level of enforcement. Inspectors ensure construction changes are documented and approved by appropriate City staff.

MORE INFORMATION ABOUT INSPECTION SERVICES

Inspectors for all trades and disciplines will work with other City staff, contractors, builders, owners, and the general public. As such, they must be helpful, patient, and above all, very knowledgeable of the relevant codes and ordinances. Our Inspectors are trained to take an educational approach when working with our clients and their customers. Before contract start, any and all team members not currently serving the City will refresh their knowledge of codes and ordinances unique to the City. We know that technical competence, while expected, is not enough. Experience and careful consideration of issues and impacts are also critical.

MTC-provided Inspectors conduct technical field inspections of residential and commercial structures and equipment installations during the various phase of construction, installation, and operation, assuring work conforms to all applicable building codes and approved plans and specifications. The Inspector will issue written comments if the work is not in accordance with the approved plans or applicable City codes and code amendments. The Inspector will maintain formal inspection records and process inspection comments and results immediately upon completion—and always within the same business day.

The Inspector will advise and confer with architects, engineers, City personnel, homeowners, contractors, and developers. Questions, concerns, and inquiries will be received and responded to within one business day. The MTC team will be available to the City throughout all construction phases.

The proposed Inspector for the City will:

- Review all plans submitted before each inspection.
- Adhere to scheduled inspection times.
- Verify approved plans are on site and verify construction has not deviated from approved plans.
- Verify on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable.
- Perform field inspections in accordance with the City's adopted ordinances, codes, and standards.
- Use inspection checklists and codebooks during inspections.
- Provide all required inspections and recording the results for those inspections.
- Identify code violations per the national and state building codes, and local ordinances and amendments.
- Work with contractors to facilitate appropriate remedies for code violations.

CITY PROCEDURES

MTC prides itself on meeting client's needs while maintaining a high level of quality control. Our approach is proactive— we prevent quality issues to the greatest extent possible and prepare for other situations in advance by mitigating risk. To ensure quality, MTC has implemented a Quality Assurance/Quality Control (QA/QC) program where our Project Manager performs random quality evaluations of our staff throughout the year. MTC's QA/QC activities include:

- Standardized processes for intake, completion of returned work, email correspondence, review comment letters, and other items to ensure consistency and client satisfaction (e.g., logging review data into each municipality's system).
- Our Operations Director conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed.
- Periodic peer review of others' plan reviews.
- Staff feedback as necessary for any discrepancies or improvements needed.
- Staff is paid to attend both internal and external training to grow professionally and improve skill sets.
- Account Manager conducts periodic check-ins with clients for feedback on satisfaction with work performed and services provided.
- Sending periodic customer satisfaction surveys for feedback on work performed and services provided.
- MTC uses both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services provided, as necessary.

Given MTC's comprehensive approach to building department services, the probability of risk is low. As part of our QA/QC process, we ensure both the City's and MTC's standards are met. We involve the City in the entire process to maintain transparency.

ENERGY EFFICIENCY, DURABILITY, AND MAINTAINABILITY

Our professional team's experience and background is unparalleled. In addition to having contractor licenses in their respective trades, our team has worked in various building departments, such as the Cities of Bradenton Beach, Treasure Island, North Redington Beach, St. Petersburg Pinellas Park, Riviera Beach, Manatee County, and many others prior to joining the MTC family. Our team has undergone rigorous examinations and training, giving them a profound knowledge of the Florida Building Code, including:

- Energy Conservation Volume and references to IECC (International Energy Conservation Code)
- FEEC (Florida Energy Efficiency Code)
- FBC, Building Sections 453 & 468, Schools, Colleges and Universities
- Life Safety Requirements in the Florida Building Code as referenced by NFPA 101
- Florida Fire Protection Code as it pertains to plan review
- State Requirements for Educational Facilities (SREF)
- Uniform Building Code
- High Velocity Hurricane Zone
- ASCE/SEI 7-16
- ASCE/SEI 24-14 Flood Resistant Design and Construction
- Fair Housing Act
- National Electric Code

COMPETING TIMELINES AND INTER-PROJECT DEPENDENCIES

ENSURING CONTINUITY OF TASK ORDERS

To ensure continuity of task order objectives, MTC employs the following strategies:

Clear Documentation: We maintain thorough documentation of all task orders, including objectives, milestones, requirements, and any updates or changes. This ensures that everyone involved understands what needs to be accomplished and how to achieve it.

Regular Communication: By keeping open lines of communication with all stakeholders involved in the task orders, we ensure the team stays informed of any project updates or changes. Regular meetings, status updates, and progress reports help keep everyone aligned and enable quick resolution of issues or changes.

Knowledge Transfer: If there are changes in personnel or team structure, the Project Manager ensures effective knowledge transfer. This includes thorough onboarding for new team members, documenting processes and procedures, and facilitating mentorship or shadowing opportunities.

Risk Management: Project Managers proactively identify potential risks to the continuity of task order objectives and develop mitigation strategies. This may involve having backup plans, cross-training team members, or establishing contingency measures to handle unexpected challenges.

Quality Assurance: MTC's comprehensive QA/QC program ensures that deliverables meet required standards. This includes regular reviews and audits to identify and address any deviations from the objectives promptly.

Feedback Mechanism: Ongoing open communication among all team members supports a feedback mechanism that gathers input from stakeholders and team members throughout the task order duration. This helps identify issues or concerns early and allows for necessary adjustments.

By implementing these strategies, we ensure continuity of task order objectives and minimize disruptions throughout the project lifecycle.

VERIFICATION OF WORK ACTIVITY AND WORK HOURS

Staff members are required to clock in upon arrival at the City and clock out upon completion of assigned tasks or scheduled shifts. Inspectors and Plan Reviewers must submit daily activity sheets to the Building Official, detailing their completed work for each day.

MTC utilizes a suite of proprietary and commercial-off-the-shelf (COTS) systems to efficiently manage staff schedules, workloads, and monitor service delivery. These systems track work in real-time and maintain historical records of inspections and plan reviews. This integrated suite of tools ensures efficient operations, accurate reporting, and optimal resource allocation across all aspects of our service delivery. Our integrated management suite includes:

- **InspectorConnect:** A mobile application within our in-house developed CommunityCore Solutions suite. This tool facilitates on-site scheduling, input of findings, time tracking, and completion of inspections.
- **Geotab (COTS):** A fleet management software that tracks and controls vehicle costs. It optimizes inspection routing and provides insights into vehicle activity, enhancing cost efficiencies.
- **SAFEreview:** A portal for assigning and sharing building plans across locations, leveraging SAFEbuilt's national workforce. It features a marketplace for flexible plan availability, accommodating a variable workforce.
- **SAFEtime:** A mobile application designed for streamlined time entry, improving customer billing accuracy and optimizing field worker utilization.
- **SAFEbill:** Our comprehensive billing system interfaces seamlessly with front- and back-office applications, automating the generation of customer invoices.

B. SCHEDULE

SCHEDULING AND BUDGETS

Our diverse staff provides flexibility when managing workload volume. During times of peak workloads, we only work with current clients in order to successfully maintain our contracted service commitments. We recognize the importance of staying on schedule and on budget. Our established approach and quality control measures provide communities with confidence in our ability to complete work on-time and within budget. We have a tremendous track record of success serving many clients throughout Illinois.

During our time in business, we have built and maintained a trustworthy and reliable reputation throughout the building and safety industry, giving our clients and partners confidence in our ability to successfully deliver services. We recognize the importance of staying on schedule and keeping up with the volume of inspection requests the City receives. Our building services team uses best practices to meet each municipality's service requirements, managing projects effectively and efficiently.

Our MTC team prides itself on quality, timeliness, and teamwork in our partnerships with our communities to keep our communities delivering the very best to their constituents.

PERFORMANCE METRIC GUARANTEES

As a Building Department services provider, we know that the most important and visible metric to the City is the time taken to complete work. We understand that the quality and efficiency of our work is reflected on the City by its citizen satisfaction, and we must continue to exceed their expectations in timely work completion.

PLAN REVIEW TURNAROUND TIME

MTC proposes the following plan review turnaround times for this new contract with the City.

Table 1. Plan Review Turnaround Times		
TYPE OF PROJECT	INITIAL CHECK	RECHECK
Residential	5 working days or less	5 working days or less
Multi-Family	10 working days or less	5 working days or less
New Commercial	10 working days or less	5 working days or less
Commercial Alteration	10 working days or less	5 working days or less
All Other Reviews	Same Day to 5 Days	Same Day to 5 Days

INSPECTION TURNAROUND TIME

MTC will work with the City to provide inspection staff in a timely manner. MTC will meet with the City before a new contract starts to establish a fully tailored inspection notification process. Our inspectors are familiar with many jurisdictional scheduling and tracking systems and can quickly adapt to jurisdiction requirements.

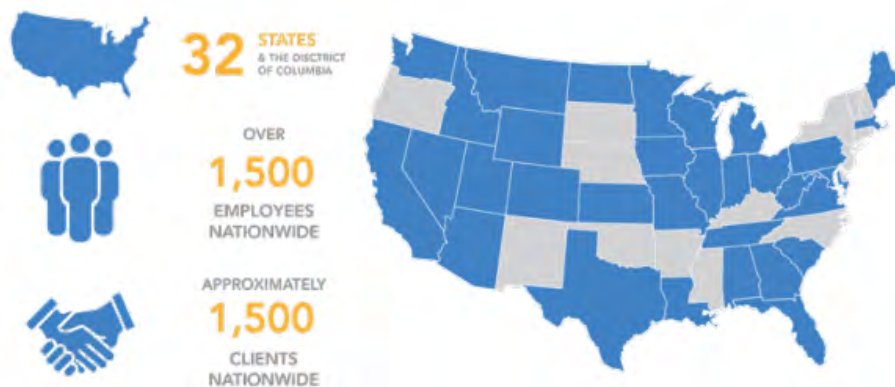
MTC offers next-day inspections for any request received by 4:00 PM on the previous business day. Most inspections take between 15 minutes and 2 hours to complete, depending on the type of inspection. We offer weekend and after-hours inspections on a scheduled basis for an additional fee. We will, of course, make ourselves available to respond to inspections related to emergencies.



C. CONFIRMATION OF ADEQUACY OF RESOURCES

MTC confirms that we are entirely confident about our adequacy of resources, including personnel, availability of personnel, labor, equipment and supply resources, and other requirements to provide the requested services.

Over the decades, the capacity of SAFEbuilt, our parent company, has grown to 1,500+ employees who provide flexibility and economy of scale to 1,500 clients nationwide, including 1,000+ municipal clients.



As SAFEbuilt grew, we realized that the market could benefit from a customizable permitting system that we could tailor to meet our needs and those of our clients. Unlike the

many similar systems available, CommunityCore was designed with guidance and direction from Building Department users, incorporating their wants and needs throughout the planning and development process. Today, CommunityCore has grown to support over 1,500 users in 99 municipalities in 13 states.

Please refer see Tab A Section D for more specifics about the individual team members we are proposing for this bid, as well as Tab A Section C for more specifics about our plethora of equipment and supply resources.

D. SPECIFIC SERVICES AND TASKS TO BE PERFORMED

Please see the Task Table on the next page; it details which proposed team members would perform each specific service/task.

E. PROPOSED INNOVATIVE CONCEPTS

SAFEbuilt, MTC's parent company, has developed numerous innovative approaches to solve multiple problems. Most notably, SAFEbuilt conceived and implemented the following innovations to persevere during the pandemic lockdown:

- Remote Plan Review Services from Our National Plan Review Program
- Remote Inspection Support Services via Technology

Please see Tab C Section A above for more specifics.



TASK TABLE

	BILL HUDSON	DWIGHT "TONY" BRYAN	ROBERT PEEBLES	JOSHUA SEIS	JUSTIN TRIPP	GLENN STEELE	TOMAS OLIVA	GILLIAN STEMMERMAN
SERVICE TO BE PERFORMED								
Professional Building Official Services	☑	☑	☑					
Structural Plan Reviews	☑	☑	☑				☑	
Building Plan Reviews	☑	☑	☑	☑		☑	☑	
Roofing Plan Reviews	☑	☑	☑	☑		☑	☑	
Plumbing Plan Reviews	☑	☑	☑	☑				
Electrical Plan Reviews	☑	☑	☑			☑		
Gas Plan Reviews	☑	☑	☑					
Fire Plan Reviews		☑						
Energy Plan Reviews	☑	☑	☑					
Mechanical Plan Reviews	☑	☑	☑	☑				
Residential Inspections	☑	☑	☑	☑	☑	☑	☑	☑
Structural Inspections	☑	☑	☑	☑			☑	
Building Inspections	☑	☑	☑	☑	☑	☑	☑	☑
Roofing Inspections	☑	☑	☑	☑	☑	☑		
Plumbing Inspections	☑	☑	☑	☑	☑		☑	
Electrical Inspections	☑	☑	☑	☑	☑	☑	☑	
Gas Inspections	☑	☑	☑					
Fire Inspections		☑						☑
Energy Inspections	☑	☑	☑					
Mechanical Inspections	☑	☑	☑	☑	☑		☑	
No Conflict of Interest	☑	☑	☑	☑	☑	☑	☑	☑

F. CURRENT AND PROJECTED WORKLOAD OF FIRM

LIST OF CURRENT CLIENTS

MTC is pleased to present the following list of current clients.

MUNICIPAL/COUNTY

CLIENT	SERVICES	CLIENT SINCE
Citrus County Growth Management Department	Building Official, Plan Review, Building Inspection	2023
City of Belleview	Building Inspection	2004
City of Bradenton Beach	Building Official, Plan Review, Building Inspection, Permit Clerk, Code Enforcement, Planning & Zoning, Permitting Software	2015
City of Bushnell	Building Official, Plan Review, Building Inspection	2022
City of Casselberry	Building Official, Plan Review, Building Inspection	2020
City of Chiefland	Building Inspection	2013
City of Clermont	Plan Review, Building Inspection	2015
City of Coral Gables	Plan Review, Building Inspection	2014
City of Doral	Building Official, Plan Review, Building Inspection, Permit Clerk	2017
City of Florida City	Building Official, Plan Review, Building Inspection	2015
City of Gulfport	Plan Review, Building Inspection, Permit Clerk	2015
City of Haines City	Building Official, Plan Review, Building Inspection, Permit Clerk	2020
City of Hialeah	Building Official, Plan Review, Building Inspection, Permit Clerk	2017
City of Homestead	Plan Review, Building Inspection, Permit Technician	2010
City of Inverness	Building Official, Plan Review, Building Inspection, Code Enforcement, Floodplain Management	2016
City of Maitland	Plan Review, Building Inspection	2021
City of Marathon	Building Official, Plan Review, Building Inspection, Permit Clerk	2019
City of Miami Gardens	Plan Review, Building Inspection, Permit Clerk, Floodplain Mgmt	2015
City of New Port Richey	Building Official, Plan Review, Building Inspection	2020
City of North Miami	Building Official, Plan Review, Building Inspection, Permit Clerk	2019
City of Ocala	Building Official, Plan Review, Building Inspection, Code Enforcement, Floodplain Management	2021
City of Sunny Isles Beach	Building Official, Plan Review, Building Inspection, Permit Clerk	2017
City of Sweetwater	Building Official, Plan Review, Building Inspection, Permit Clerk	2024
City of Tallahassee	Plan Review, Building Inspection	2016
City of Treasure Island	Building Official, Plan Review, Building Inspection, Permit Clerk, Code Enforcement, Planning & Zoning, Floodplain Management	2015

CLIENT	SERVICES	CLIENT SINCE
City of West Palm Beach	Plan Review, Building Inspection	2013
Indian River County	Plan Review, Building Inspection, Permit Clerk	2017
Islamorada, Village of Islands	Plan Review, Building Inspection	2016
Monroe County	Plan Review, Building Inspection, Permit Clerk, Planning & Zoning	2014
Polk County	Plan Review, Building Inspection	2015
St. Lucie County	Building Inspection, Plan Review, Fire Plan Review, Building Official, Landscape Plan Reviewer, Permit Clerk	2018
Town of Astatula	Building Official, Plan Review, Building Inspection, Permitting Software	2020
Town of Belleair	Building Official, Plan Review, Building Inspection	2014
Town of Bronson	Building Official, Plan Review, Building Inspection, Code Enforcement	2017
Town of Golden Beach	Building Official, Plan Review, Building Inspection	2023
Town of North Redington Beach	Building Official, Plan Review, Building Inspection, Permit Clerk, Floodplain Management	2015
Town of Pembroke Park	Building Official, Plan Review, Building Inspection	2018
Village of Key Biscayne	Building Official, Plan Review, Building Inspection, Code Enforcement, Fire Plan Review, Fire Inspections	2016
Village of Miami Shores	Building Inspection	2022

PUBLIC SCHOOL DISTRICTS

CLIENT	SERVICES	CLIENT SINCE
Charlotte County Public Schools	Building Official, Fire Official, Permit Clerk, Plan Review, Building Inspection	2023
Citrus County School Board	Building Official, Plan Review, Building Inspection, Permit Clerk, Floodplain Management, Code Enforcement	2022
Monroe County School District	Plan Review, Building Inspection	2019
Orange County Public Schools	Plan Review, Building Inspection	2017
School District of Hernando County	Building Official, Plan Review, Building Inspection	2021
Sumter County School District	Building Official, Plan Review, Building Inspection, Permit Clerk, Code Enforcement	2020

HIGHER EDUCATION INSTITUTIONS

CLIENT	SERVICES	CLIENT SINCE
Broward College	Building Official, Plan Review, Building Inspection, Code Enforcement, Permit Clerk, Fire Plan Review, Fire Inspection	2017
Miami Dade College	Plan Review, Building Inspection	2020
The College of the Florida Keys	Building Official, Plan Review, Building Inspection	2021



Tab D

RFP Required Forms

TAB D: RFP REQUIRED FORMS

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2024

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 McGriff Insurance Services LLC 2200 N. Commerce Parkway Suite 200 Weston FL 33326		CONTACT NAME: Lauren Mayer PHONE (A/C, No, Ext): 954-385-6022 FAX (A/C, No): 866-802-8684 E-MAIL ADDRESS: lauren.mayer@mcgriff.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Berkshire Hathaway Homestate Ins Co	NAIC # 20044
		INSURER B: Great American E&S Insurance Company	37532
		INSURER C: Everest Indemnity Insurance Company	10851
		INSURER D: Bridgeway Insurance Company	12489
		INSURER E: Lexington Insurance Company	19437
		INSURER F: Everest Premier Insurance Company	16045

COVERAGES

CERTIFICATE NUMBER: 1312126560

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
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	CF3GL00415241	10/3/2024	10/3/2025	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 \$
F	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CF3CA00337241	10/3/2024	10/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D E	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			8EA7XL000207903 011170903	10/3/2024 10/3/2024	10/3/2025 10/3/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	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 N	Y	SAWC561586	5/12/2024	5/12/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			TER5325879	10/3/2024	10/3/2025	Each Claim/Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only	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

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INSURANCE REQUIREMENTS

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 PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

Due Date: Thursday, November 14, 2024

Attachment “A”

Insurance Requirements

A. Insurance. The successful Proposal/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 Proposer/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 Proposer/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
Professional Liability (errors and omissions)	\$500,000.00
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 Proposer/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 Proposer/Contractor and/or subcontractor shall provide the City's Procurement and Contract 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,
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 PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

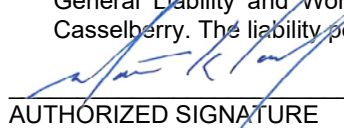
Due Date: Thursday, November 14, 2024

City of Casselberry
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 AND CONTRACT MANAGEMENT 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 Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Proposer/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 Proposer/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 Proposer/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

Matthew K. Causley

Typed Name of AUTHORIZED SIGNATORY

President

Title

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

CONFLICT OF INTEREST/Non-COLLUSION

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 PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

Due Date: Thursday, November 14, 2024

Attachment "B" Conflict of Interest Statement

- A. This sworn statement is submitted with Proposal/ITN, or Contract Number RFP-2025-1237, titled Building Official Services.

This sworn statement is submitted by M.T. Causley, LLC whose business address is _____

[Name of entity submitting sworn statement]

10720 Caribbean Boulevard, Suite 650, Cutler Bay, FL 33189 and (if applicable) its
Federal

Employer Identification Number (FEIN) is 65-0782808 of the individual signing this sworn statement:
Matt K. Causley.

My name is Matt K. Causley and my relationship to the above entity is
VP Professional Services.

[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFP # 2025-1237 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.

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

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.


A handwritten signature in blue ink, appearing to read 'Matthew K. Causley', is written over a horizontal line.

AUTHORIZED SIGNATURE

Matthew K. Causley

Typed Name of AUTHORIZED SIGNATORY

President

Title

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

ADDENDUM RECEIPT ACKNOWLEDGEMENT CERTIFICATION

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 PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

Due Date: Thursday, November 14, 2024

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. 1 Dated: October 22, 2024

Addendum No. Notice of Intended Dated: November 7, 2024
Action

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

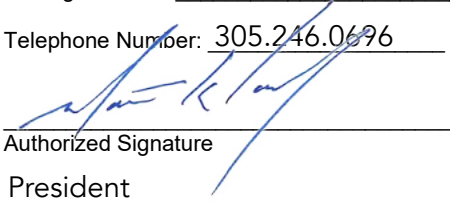
Addendum No. _____ Dated: _____

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

Mailing Address: 10720 Caribbean Blvd. Suite 650, Cutler Bay, FL 33189

Telephone Number: 305.246.0696 Fax Number: 305.242.3716 E-mail Address: info@mtcinspectors.com


Authorized Signature

Matthew K. Causley
Printed Name

FEIN: 65-0782808

President

November 1, 2024

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

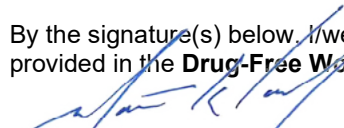
Attachment "D"
Drug-Free Workplace Certification

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
Matthew K. Causley

Typed Name of AUTHORIZED SIGNATORY
President

Title

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

ORGANIZATIONAL INFORMATION

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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.

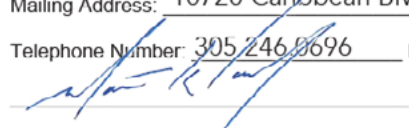
TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
X	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation		Florida			
Principal Place of Business (Enter Address)		10720 Caribbean Blvd. Suite 650, Cutler Bay, FL 33189			
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, Inc.

Mailing Address: 10720 Caribbean Blvd. Suite 650, Cutler Bay, FL 33189

Telephone Number: 305.246.8696 Fax Number: 305.242.3716 E-mail Address: info@mtcinspectors.com

 _____ Matthew K. Causley FEIN: 65-0782808

Authorized Signature

Printed Name

President

November 1, 2024

Title

Date

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

REFERENCES

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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 Proposer's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:	
Project Name:	City of Maitland
Type of Project/Service:	Building Department Mgmt Building Inspection Services Plan Review
Address:	1776 Independence Lane, Maitland, FL 32751
Contracting Agency/Client:	City of Maitland, FL
Contact Name and Phone #:	Tracey Kimberley 407.539.6216
Contact Email Address and Fax #:	ktarcy@itsmymaitland.com 407.539.6282
Contract Amount:	\$50,000.00 annually
Date Work Performed:	2021 to Ongoing
Project #2:	
Project Name:	Osceola County
Type of Project/Service:	Building Inspection Services Plan Review
Address:	1 Courthouse Sq, Kissimmee, FL 34741
Contracting Agency/Client:	Osceola County, FL
Contact Name and Phone #:	Don Fisher 407.742.2385
Contact Email Address and Fax #:	don.fisher@osceola.org 407.742.0103
Contract Amount:	\$1,199,380.00 annually
Date Work Performed:	2017 to Ongoing
Project #3:	
Project Name:	Polk County
Type of Project/Service:	Building Inspection Services Plan Review
Address:	255 N. Broadway Ave, Bartow, FL 33830
Contracting Agency/Client:	Polk County, FL
Contact Name and Phone #:	Ryan Wiggins 863.534.6564
Contact Email Address and Fax #:	ryanwiggins@polk-county.net 863.534.6021
Contract Amount:	\$2,621,760.00 annually
Date Work Performed:	2018 to Ongoing
Project #4:	
Project Name:	Town of Bronson
Type of Project/Service:	Bldg Dept Mgmt Bldg Inspection Services Code Enforcement Plan Review
Address:	650 Oak Street, Bronson, FL 32621
Contracting Agency/Client:	Town of Bronson, FL
Contact Name and Phone #:	Sue Beaudet 352.486.2354
Contact Email Address and Fax #:	townmanager@townofbronson.org 352.486.6262 352-486-6262
Contract Amount:	\$55,000.00 annually
Date Work Performed:	2017 to Ongoing
Project #5:	
Project Name:	City of Bushnell
Type of Project/Service:	Bldg Dept Mgmt Bldg Inspection Services Plan Review
Address:	117 E Joe P. Strickland Jr. Ave, Bushnell, FL 33513
Contracting Agency/Client:	City of Bushnell, FL
Contact Name and Phone #:	Michael Eastburn 352.689.4400
Contact Email Address and Fax #:	meastburn@cityofbushnellfl.com (352) 793-2711
Contract Amount:	\$155,000.00 annually
Date Work Performed:	2022 to Ongoing

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

PROPOSED SCHEDULE

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 PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "G"

Proposed Schedule of Subcontractor Participation

☒ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: RFP-2025-1237	
Title: Building Official Services		Total Project Amount: \$	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract 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
(MDC) H	Hispanic	VBE	Veteran-Owned Business Enterprise

When applicable, the Proposer, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Proposed Schedule of Subcontractor Participation**, is truthful and correct at the time of submission

Proposer/Contractor Name: M.T. Causley, Inc.

Mailing Address: 10720 Caribbean Blvd. Suite 650, Cutler Bay, FL 33189

Telephone Number: 305.246.0696 Fax Number: 305.242.3716

E-mail Address: info@mtcinspectors.com

	Matthew K. Causley	65 0782808
Authorized Signature	Printed Name	FEIN Number
President	November 1, 2024	
Title	Date	

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

SCRUTINIZED COMPANIES CERTIFICATION

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "H" **Contractor Certification Regarding Scrutinized Companies**

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may 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, and is not engaged in business operations in Cuba or Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations Cuba or Syria.

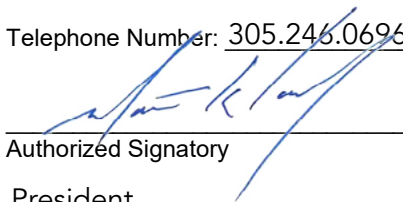
This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

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.

Proposer/Contractor Name: M.T. Causley, LLC

Mailing Address: 10720 Caribbean Blvd. Suite 650, Cutler Bay, FL 33189

Telephone Number: 305.246.0696 Fax Number: 305.242.3716 E-mail Address: info@mtcinspectors.com



Authorized Signatory

Matthew K. Causley

Printed Name

FEIN: 65-0782808

President
Title

November 1, 2024
Date

State of Florida

Department of State

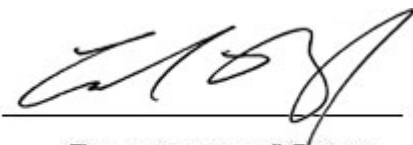
I certify from the records of this office that M. T. CAUSLEY, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 5, 2016, effective August 29, 1997.

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, 2024, that its most recent annual report was filed on January 31, 2024, 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 Thirty-first day of January,
2024*




Secretary of State

Tracking Number: 2809418886CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

LOCAL BUSINESS TAX RECEIPT

Local Business Tax Receipt Miami-Dade County, State of Florida -THIS IS NOT A BILL- DO NOT PAY		LBT	
5108781		RECEIPT NO.	
BUSINESS NAME/LOCATION		RENEWAL	
M T CAUSLEY LLC		6371736	
10720 CARIBBEAN BLVD STE			
(50)			
CUTLER BAY, FL 33189-1200		EXPIRES SEPTEMBER 30, 2024 Must be displayed at place of business Pursuant to County Code Chapter 9A - Art. II § 10	
OWNER		SEC. TYPE OF BUSINESS	
M T CAUSLEY LLC		213 SERVICE BUSINESS	
CK MICHAEL T CAUSLEY MGR		PAYMENT RECEIVED BY TAX COLLECTOR	
Employee(s) 1		45.00 08/22/2023	
		INT-23-432208	
This Local Business Tax Receipt only certifies payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or non-governmental regulatory laws and requirements which apply to the business. The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 9A-10. For more information, visit www.miamidade.gov/taxcollector			

TAX IDENTIFICATION NUMBER (TIN)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

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 ☒ 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 10720 Caribbean Blvd, Suite 650	Requester's name and address (optional)
	6 City, state, and ZIP code Cutler Bay, FL 33189	
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.

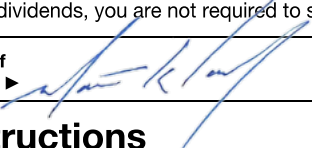
Social security number											
				-				-			
or											
Employer identification number											
6	5			-	0	7	8	2	8	0	8

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 24, 2023
-----------	--	--------------------------------

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.



Tab E

Price Proposal

TAB E: PRICE PROPOSAL

RFP-2025-1237 Building Official Services Price Proposal Form

Building Official Services (Per Hour)	Standard Rate	Overtime Rate*
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
Plans Examiner	\$120.00	\$180.00
Fire 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	

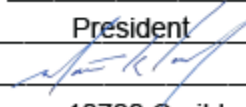
Travel - If travel is more than 1 hr each way, time will be invoiced at the standard Licensed Building Official rate.

* 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.

NOTE: The Bidder agrees that the quantities shown for unit price items are approximate and are subject to variations in the field and further agrees to do the work at the unit bid price whether the quantities are increased or decreased.

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 ITB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the ITB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the ITB 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 set forth herein. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this ITB document or as otherwise agreed to between the parties in writing.

Bidder/Contractor: M.T. Causley, LLC
 Printed Name: Matthew K. Causley
 Title: President
 Signature: 
 Address: 10720 Caribbean Blvd., Suite 650
 City/State/Zip: Cutler Bay, FL 33189
 FEIN: 65-0782808
 Phone: 305.246.0696
 Email: info@mtcinspectors.com



Tab F

Additional Information

TAB F: ADDITIONAL INFORMATION

EXCEPTIONS TO SERVICE AGREEMENT

Please note: Due to MTC's requested addition of a new Section 11, all subsequent sections of the service agreement would be renumbered accordingly. For example, Bankruptcy or Insolvency would be Section 12 and so on. Also, all requested additions are highlighted in red and underlined, and all requested deletions are highlighted in red and stricken through.

SECTION 11 DEFAULT BY CITY

This Agreement may be terminated by CONTRACTOR only if CITY fails to make any undisputed payment to CONTRACTOR, in such amounts as are required by this Agreement, within sixty (60) days after such payment is due pursuant to the provisions of this Agreement. In such event, CONTRACTOR may, upon seven (7) days' written notice to CITY, terminate the performance of Services under this Agreement. Unless such payment is thereafter received by CONTRACTOR within such seven (7) day period, the termination shall take effect without further notice to CITY. In the event that CONTRACTOR properly terminates this Agreement, CONTRACTOR shall be entitled to compensation, pursuant to the terms and subject to the limitations of this Agreement, only for the amount of the fees earned as of the date of termination plus compensation for any approved Additional Services then performed.

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, with the exception of Workers Compensation and Professional Liability, and provide the CITY with proof of same.

SECTION 2627 INDEMNIFICATION

A. The Consultant indemnifies, defends, and holds harmless the City, and its officers and employees, from third-party liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees where recoverable by law, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement, including all subconsultants. The CONSULTANT recognizes the broad nature of this indemnification and hold harmless clause 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, 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 CONSULTANT of its liability and obligation to hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CONSULTANT shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. The CONSULTANT agrees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement.

C. In any and all claims against the City, or any of its officers or employees, by any person employed or utilized by the Consultant in the performance of this Agreement, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Consultant, or any other person or organization.

D. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF CONSULTANT UNDER THIS AGREEMENT EXCEED THE AVAILABLE LEVELS OF INSURANCE COVERAGE PURSUANT TO SECTION 14 REQUIRED UNDER THIS AGREEMENT.

E. CONSULTANT'S obligations under this Section 26 are contingent upon timely notice of any claims, such that defense of the claim is not compromised, and the Indemnitees cooperation in defending the claim.

SECTION 2728 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.

Notwithstanding the preceeding, CITY represents and warrants that it has sufficient rights in any material provided to CONSULTANT to allow CONSULTANT to perform the Services and hereby grants CONSULTANT a fully paid-up license to use and create derivate works of such materials as reasonably required to perform the Services.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

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

444 N CLEVELAND AVE.
LOVELAND, CO 80537

Changed: 07/26/2022

Mailing Address

444 N CLEVELAND AVE.
LOVELAND, CO 80537

Changed: 01/31/2024

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 CEO, Manager

GIORDANO, CHRIS
444 N CLEVELAND AVE.
LOVELAND, CO 80537

Title VP, Secretary, Manager

BURKE, ELIZABETH
444 N CLEVELAND AVE.
LOVELAND, CO 80537

Title VP, Manager

SCHLACHET, LOREN
444 N CLEVELAND AVE.
LOVELAND, CO 80537

Title Manager

Mundt, Bradley J.
444 N CLEVELAND AVE.
LOVELAND, CO 80537

Title Manager

Causley, Michael T.
444 N CLEVELAND AVE.
LOVELAND, CO 80537

Title Manager

McCurdie , Michael C.
444 N CLEVELAND AVE.
LOVELAND, CO 80537

Title Manager

Causley, Matthew K.
444 N CLEVELAND AVE.
LOVELAND, CO 80537

Title Vice President of Operations

Hoffman , Jordan
444 N CLEVELAND AVE.
LOVELAND, CO 80537

Title VP, Treasurer

Haynes, Daniel J.
444 N CLEVELAND AVE.
LOVELAND, CO 80537

Title Asst. Secretary

Hopkins , Dawn
444 N CLEVELAND AVE.
LOVELAND, CO 80537

Title CFO

Johnson, Jeff
444 N CLEVELAND AVE.
LOVELAND, CO 80537

Annual Reports

Report Year	Filed Date
2022	03/07/2022
2023	01/23/2023
2024	01/31/2024

Document Images

01/31/2024 -- ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
07/26/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
03/07/2022 -- ANNUAL REPORT	View image in PDF format
01/12/2021 -- ANNUAL REPORT	View image in PDF format
02/18/2020 -- ANNUAL REPORT	View image in PDF format
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



Proposal to Provide Building Official Services
City of Casselberry, Florida
RFP-2025-1237

November 14, 2024



A

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Seamless
Communication

Prompt Response

Meet or Exceed
Scheduled
Timeline

Meet Budget

Mitigate Risks

Successful Project
Delivery

Build Strong
Relationships

November 14, 2024

City of Casselberry
Procurement and Contract Management Division

Ms. Elsie Burgess
95 Triplet Lake Drive
Casselberry, Florida 32707

Re: Proposal to Provide Building Official Services
RFP-2025-1237
Casselberry, Florida
NOVA Proposal Number: 10106-5124328

Dear Ms. Burgess:

NOVA Engineering and Environmental, LLC (NOVA) appreciates the opportunity to submit this proposal to provide professional building official services for the City of Casselberry. We are extremely confident that NOVA is the right choice to provide these requested services for the following key reasons:

- ***Quality, Experience and Proven Management Approach.*** NOVA has held over 125 outsourced permitting, code compliance and building inspection contracts with more than 30 municipalities in Georgia and Florida. Our deep experience in this market has allowed us to develop the best practices that result in a more efficient process, while maintaining the responsiveness and quality of services expected by the City of Casselberry. However, we understand that no two jurisdictions are alike, and each community we serve requires a customized solution delivered by a licensed and certified team.
- ***Experience of Proposed Team.*** NOVA offers one of the most qualified and experienced staffs in Florida. Our proposed team members are well-trained, licensed, and have local experience in the key roles of Certified Building Official (CBO), Plan Review, and Inspection services. These individuals have extensive experience partnering with local and state governments, as well as an intimate familiarity with the needs of the City. Our professional engineers, technicians, and inspectors will utilize their expertise and training to successfully complete the projects of this contract.
- ***Understanding of the City's Objectives.*** The goal of any municipality is to provide its citizens quality service, safety, and security. NOVA is committed to ensuring that the building code programs of the state and municipality are enforced fairly and equally across all sectors of the community. We will see that these codes are performing efficiently, and that the citizens and businesses of the City are professionally and responsively served.
- ***Corporate Resources.*** With over 600 employees in the southeast, NOVA has the staff, equipment, and resources to assist as required by the City of Casselberry.

NOVA understands that the City of Casselberry is seeking professional building official services including plan review and inspection services. Potential projects 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 and contained in local, state, and federal codes. We pride ourselves on using our notable experience to “think outside-the-box”. Our innovative approach will ultimately result in significant cost and time savings for the City.

NOVA's Mr. Brian Haney, PE will serve as Project Manager. Mr. Haney is our Business Unit Manager for Private Provider Services. He has a bachelor's degree in civil engineering, is a certified professional engineer for the state of Florida, and has 15 years of experience in the industry.

Mr. Haney will be supported by Mr. Kevin Adams, MCP. Mr. Adams has over 23 years of experience in the industry and holds the required Building Code Administrator Certification with the state of Florida.

NOVA's Mr. Dany Romero, PE will serve as the authorized officer for this contract. Mr. Romero is our Regional Manager for Central Florida. He has over 14 years of experience in the industry. Mr. Romero can be reached at our office located at 650 Northlake Boulevard, Suite 430, Altamonte Springs, Florida 32701. His email is DRomero@usanova.com and he can be reached at 407.902.2660 (office) or 813.541.7322 (cell).

NOVA's team is prepared to meet with you and begin work immediately upon contract award. We look forward to working with your team on this exciting project. If you have any questions or need further assistance, please contact Dany Romero, PE at 813.541.7322 or DRomero@usanova.com.

Sincerely,

NOVA ENGINEERING AND ENVIRONMENTAL, LLC

A black ink signature of Brian Haney, consisting of stylized, overlapping loops and a long horizontal stroke extending to the right.

Brian Haney, PE
Business Unit Manager
Private Provider Services

A blue ink signature of Dany Romero, featuring a series of fluid, connected loops and a final downward stroke.

Dany Romero, PE
Regional Manager
Central Florida

CORPORATE BACKGROUND INFORMATION



HEADQUARTERS: KENNESAW, GA

3900 Kennesaw 75 Pkwy, Suite 100
Kennesaw, Georgia 30144
O: 770.425.0777 | F: 770.425.1113
usanova.com

POINT OF CONTACT

Brian Haney, PE
Project/Contract Manager
E: bhaney@usanova.com
C: 813.459.7278



ORLANDO OFFICE

650 Northlake Boulevard, Suite 430
Altamonte Springs, Florida 32701
O: 407.902.2660

TAMPA OFFICE

4524 Oak Fair Boulevard, Suite 200
Tampa, Florida 33610
O: 813.623.3100 | F: 813.623.3545

NOVA was established in 1996. NOVA was originally founded to provide Special Inspection, Construction Materials Testing, Geotechnical Engineering, and Environmental Consulting to the design and construction community. Currently, NOVA employs 600+ personnel in 19 offices serving clients throughout the southeastern United States and beyond.

Since our founding over twenty eight years ago, NOVA has been a leader in solving complex issues and managing projects from inception to completion for clients in both the public and private sectors. Our clients include federal, state and local governmental entities; private industry; banks and lending institutions; school districts; commercial developers; retail companies; agricultural operations; and transportation agencies.

In addition to our traditional services, NOVA also provides Building Envelope, Roofing Consulting, Forensic and Non-destructive Testing services. These services typically include detailed condition assessments, field and laboratory testing, repair design and drawing preparation, bid solicitation and inspection services during repair construction. For the past 16 years, NOVA has also expanded to provide industry leadership in building code compliance services that include: Municipal and Government Outsourcing, Loss Prevention, Construction Defect Mitigation, Florida Private Provider™ and HUD Inspection services. Our professional staff includes experienced ICC certified plans examiners and inspectors, building officials, and engineers that can help you maintain the building standards of your community.

NOVA Engineering and Environmental, LLC is a Delaware Limited Liability Company which is owned by Watkins Associated Holdings, LLC, a Georgia Limited Liability Company. NOVA was acquired by Watkins in the Fall of 2019.

NOVA was recently named one of the Top 500 Design Firms by Engineering News Record, as well as one of Atlanta's Top 25 Engineering Firms by the Atlanta Business Chronicle.

NOVA has provided municipal support services to over 125 Contracts with Cities and Counties in Florida and Georgia. NOVA and our proposed personnel have worked on several significant contracts in the State of Florida in the last three (3) years including:

JURISDICTION	ROLE	DATES OF SERVICE
Charlotte County Schools	Roof Consulting and Inspections	2020 – 2022
City of Cape Coral	Code Consulting	2017 – 2023
City of Largo	Building Inspections and Plan Review	2020 – 2023
City of Naples	Code Consulting	2021
City of Port Richey	Municipal Support Services	2015 – Current
City of Sanibel	Municipal Support Services	2023 – Current
City of Westlake	Municipal Support Services	2016 – Current
Collier County School District	District-wide Building Permitting Code Compliance Service	2014 – Current
Hillsborough County Board of Commissioners	Building Inspections and Plan Review	2012 – Current
Osceola County	Building Inspections and Plan Review	2023 – Current
Polk County	Building Inspections and Plan Review	2022 – Current
Seminole County	Licensed Plans Examiner and Inspection Services	2020 – Current
School Board of Lee County	Code Inspections	2023 – Current
Town of Haverhill	Municipal Support Services	2024 – Current

We understand the City of Casselberry needs a firm with certified and experienced Plans Reviewers and Building Inspectors that can be responsive to the citizens and businesses of Casselberry as needed for this on-call contract. NOVA has selected our top-quality team in Central Florida to manage this contract and perform the required services. If needed, this team has the support of 7 additional Florida offices. This means that there are over 100 professionals ready to immediately begin work upon award of this contract. NOVA also has a national network of more than 600 staff members. The NOVA team can and will utilize our company-wide personnel and resources to complete any projects if required.

The firm, and more specifically the team at this location, have provided Certified Building Official (CBO), Plan Review, and Inspection services in Florida for over 16 years. Our Plan Reviewers and Code Inspectors are certified in multiple disciplines, including fire, life safety, and ADA. Their well-rounded expertise reduces inefficiencies by diminishing the need for outsourcing, thus decreasing cost, time, and personnel.

ORGANIZATIONAL QUALIFICATIONS AND EXPERIENCE

Describe the firm's qualifications for performing similar, relevant, or related services. Identify the team's experience pertaining to the following:

1. Technical capabilities in term of personnel, equipment and materials, method of assigning work and procedures for maintaining level of service.

NOVA's professionals have served as municipal employees and as consultants to municipalities, so they truly understand the needs of the City. Our team thoroughly understands the requirements and potential challenges of the services necessary for this on-call contract with the City of Casselberry. We have an impeccable reputation for having and maintaining an in-depth knowledge of building codes. Our proposed team of professionals have successfully provided Certified Building Official (CBO), Plan Review, and Inspection services in the state of Florida for several hundred collective years. Each professional to be assigned to this contract have the relevant experience, industry required certifications and/or licenses to perform the work.

NOVA provides professional support services to meet the fluctuating demands of municipalities. Qualified professionals at NOVA can provide support staff to supplement existing municipal operations or provide the entire staff needed to manage and operate every aspect of a building department. At NOVA, we pride ourselves on having the ability to custom tailor our support services to the exact needs of each municipality that we serve.

Our firm offers proven client service and technical expertise, from permit processing and expediting plan review services to inspections and building official support. NOVA has provided plan review, code compliance inspections, and municipal support services to numerous municipalities and school districts. Our staff consists of Building Code Administrators (Building Officials), Certified Plans Examiners, Multi-disciplined Licensed Inspectors (1 and 2 Family, Building, Mechanical, Electrical, and Plumbing), and Disaster Damage Assessment Professionals.

2. Developing innovative approaches and problem solving.

Effective communication eliminates 90% of potential problems before they arise. NOVA staff will communicate with engineers, contractors, and the City to provide information and resolution to issues as they come about during this contract. NOVA will also coordinate with City staff, design professionals, and building permit applicants to ensure the timely completion of plan review. Services will be performed in a professional and timely manner in accordance with requirements established by the City of Casselberry.

NOVA's staff will work closely with City departments regarding plan review and approval and permit issuance, verifying that plans flow smoothly between departments and concurrent review by departments (such as Planning and Zoning, Land Development, or the Fire Marshall) are completed where feasible. Findings on approval, approval modifications, or denial of plans will be clear and specific.

3. Specific knowledge of Florida's requirements as may relate to the scope of services.

NOVA's entire staff of plans examiners is dedicated to knowing and adhering to the most recent and applicable building codes while serving our clients in a professional and timely manner. Our staffing approach will depend on the scope of work ultimately required by the City of Casselberry. Qualified part-time or full-time inspectors may be required. If the City needs full building department staff, our personnel will include a Certified Building Official, Plan Reviewers and Inspectors.

4. Facilitating meetings with boards and other agencies to explain studies, structures, and reports.

Our Contract/Project Manager, Brian Haney, will communicate with our Team members on a daily basis to ensure the assigned staff are readily available and able to accomplish the required tasks. We commit to meeting or exceeding the City's promised turnaround times for plan reviews, and will enter inspection results on the same day they are completed. As a normal course of business, NOVA's staff and team are used to responding on short notice. Our staff is readily available via phone and email and virtually, and can schedule meetings at the City's request to review findings or discuss any questions or concerns that may arise at the City office or on jobsites as needed. Our goal is to meet or exceed your expectations and to respond to all requests in a timely manner. We will do whatever is necessary to supply our services within your scheduling constraints. This commitment is easily made because of our large staff of experienced professionals; our modern in-house equipment and our employee's direct and real-time connect capabilities.

5. Completing projects within established schedules and budgets.

As a normal course of business, the NOVA's team is accustomed to responding on short notice. Our team of multi-certified inspectors and engineers are unmatched in flexibility and responsiveness. They can provide numerous types of inspection and plan review services. This typically results in a cost and time savings for our clients because extra time is not spent mobilizing additional resources to the project site. We commit our Orlando and Tampa staff and our company's vast resources to ensuring that you receive the level of service you desire.

NOVA prides itself on completing projects on time, within budget, and to the highest quality standards. We have developed a strong "hands on" management approach and well-defined project management systems that help us meet our client's goals and provide maximum responsiveness to our client's expectations of quality and service. NOVA prides itself on our on-time delivery and scheduling overruns have not been directly caused by NOVA on past projects. We have been known to go above and beyond to meet our clients' schedule.

KEY INDIVIDUALS AND QUALIFICATIONS

Identify and include qualifications of specific individuals to be assigned to the project including the individual(s) who would be assigned overall responsibility for performing the services.

1. Include project team resumes. Indicate the Project Team by name and title and specify which services the individuals will provide to the City. Resumes should focus on projects or work performed that is similar in scope to this type of work.

NOVA and our professional staff have completed thousands of projects for municipalities, educational (universities, technical colleges and K-12 facilities), healthcare, local government, transportation, low to high-rise office complexes, commercial developments, and manufacturing and industrial market sectors. Our firm thoroughly understands the procedures and requirements associated with Building Code Inspections and we are familiar with the potential challenges that may emerge during construction of this project. With our extensive experience and understanding of the construction and the building codes requirements, there will not be a “learning curve” as a result of our involvement with these types of projects. We pride ourselves on our ability to deliver a quality product in a timely manner. It is our endeavor to be an asset to the design and construction team on each and every project we undertake.



125

NOVA has held over 125 outsourced permitting, code compliance and building inspection contracts



30

NOVA has provided these services for more than 30 municipalities in Georgia and Florida



65

NOVA has 65 employees in our Orlando and Tampa offices



11

NOVA has 11 Certified Inspectors in Central Florida





DANY ROMERO, PE

PRINCIPAL ENGINEER | CENTRAL FLORIDA REGIONAL MANAGER

PROFESSIONAL EXPERIENCE

Mr. Romero is responsible for the P&L management, technical oversight, marketing and administration of NOVA's Central Florida operations. Mr. Romero has worked closely with government entities, private owners and non-profit organizations during consulting and testing efforts (materials testing, geotechnical exploration, building code plan review/inspections and building envelope testing and consulting). Dany's responsibilities include field observations and measurements, quality assurance and monitoring, review of consulting services, documentation and final report preparation.

Mr. Romero has more than 14 years' experience in the construction industry, concentrating on building code inspections, building envelope test programs and forensic evaluations, deep foundation installation testing and project management. Mr. Romero serves as the qualifier for NOVA's Private Provider 3rd Party Building Code plan review and inspection services and oversees the Duly Authorized Representatives in Central Florida. Mr. Romero's focus at NOVA also includes forensic investigation of roofing and cladding components as well as property condition assessments for all types of construction and building types. As part of the University of Florida's Hurricane Research Program, Mr. Romero was involved in numerous investigations evaluating water ingress, windborne debris impact and mechanical failure of roofing components during extreme wind events such as named hurricanes and tropical storms.

RELEVANT PROJECT EXPERIENCE

MUNICIPAL SERVICES

Altamonte Springs Municipal Support, FL
 City of Astatula, FL
 City Of Clearwater Municipal Support, FL
 City of Clermont Municipal Support, FL
 City of Dunedin Plan Review and Inspections, FL
 City of Kissimmee Municipal Support, FL
 City of Lakeland Municipal Support, FL
 City of Palm Coast Municipal Support, FL
 City of Port Richey Municipal Support, FL
 Haines City Municipal Support, FL
 Hillsborough County Building Services, FL
 Osceola County Building Inspections and Plan Review, FL
 Polk County Building Inspectors and Plan Review, FL
 Seminole County Municipal Support, FL

EDUCATION

MASTER OF CIVIL ENGINEERING, STRUCTURES

University of Florida

CERTIFICATIONS

PROFESSIONAL CIVIL ENGINEER

Florida
 Georgia
 North Carolina
 Maine
 Utah
 Ohio

Florida Asbestos Inspector
 Florida Asbestos Management Planner
 Florida Asbestos Project Designer



BRIAN HANEY, PE

POINT OF CONTACT | BUSINESS UNIT MANAGER

PROFESSIONAL EXPERIENCE

Mr. Haney has been working full-time in the construction industry since 2009. His work experience spans from field work on large scale construction projects to project management and department management. Mr. Haney is responsible for the day-to-day operations of NOVA's Central Florida building code group. His responsibilities included the P&L oversight, technical management, and operational management of the private provider building code group as well as the municipal support services. Mr. Haney works closely with both private and public clients throughout the project life cycle to ensure NOVA provides the resources required to successfully complete each project. In addition to the building code work, Mr. Haney has a background in geotechnical engineering and deep foundation testing.

EDUCATION

**BS CIVIL ENGINEERING,
STRUCTURES**
University of Florida

CERTIFICATIONS

PROFESSIONAL ENGINEER
Florida
Georgia

Stormwater
Florida State Erosion & Sediment
Control Inspector

Affiliations:
American Society of Civil Engineers
Deep Foundation Institute

RELEVANT PROJECT EXPERIENCE

MUNICIPAL SERVICES

Altamonte Springs Municipal Support, FL
City of Clermont Municipal Support, FL
City of Dunedin Plan Review and Inspection, FL
Haines City Municipal Support, FL
Hillsborough County, FL
Osceola County, FL
Polk County, FL



KEVIN ADAMS, MCP, CBO

BUILDING OFFICIAL | PLANS EXAMINER

EDUCATION

BS MANAGEMENT

University of Phoenix, School of Business

CERTIFICATIONS

ICC Master Code Professional:

Combination Residential Inspector
Combination Inspector "C8"
Plumbing Plans Examiner
Mechanical Plans Examiner
Building Plans Examiner
Residential Energy Inspector/
Examiner
Property Maintenance and
Housing Inspector
Combination Commercial Inspector
Accessibility Inspector/Examiner
Commercial Plumbing Inspector
Commercial Mechanical Inspector
Commercial Building Inspector
Fire Plans Examiner
Permit Technician

FL Roofing Contractor #CCC133125
FL Commercial Building Inspector#
BN7267
FL Building Plans Examiner #
PX4084
FL Roofing Inspector # SRI163
FL Building Code Administrator

PROFESSIONAL EXPERIENCE

Kevin has over 25 years of experience in the industry. While working in the construction industry, he acquired a background in project management, construction administration, plans examiner, and building code professional. Kevin reviews and examines building plans and specifications for new construction, additions, or remodels to ensure compliance with all applicable codes, laws, and regulations. Mr. Adams conducts field inspections to verify work conforms to approved plans and specifications and investigate complaints regarding potential code violations. He interprets and explains codes, ordinances, and regulations to contractors, architects, engineers, and the public. Mr. Adams will maintain accurate records and prepare reports, including written inspection reports and violation notices. He collaborates with various departments and agencies to ensure consistency in code enforcement.

RELEVANT PROJECT EXPERIENCE

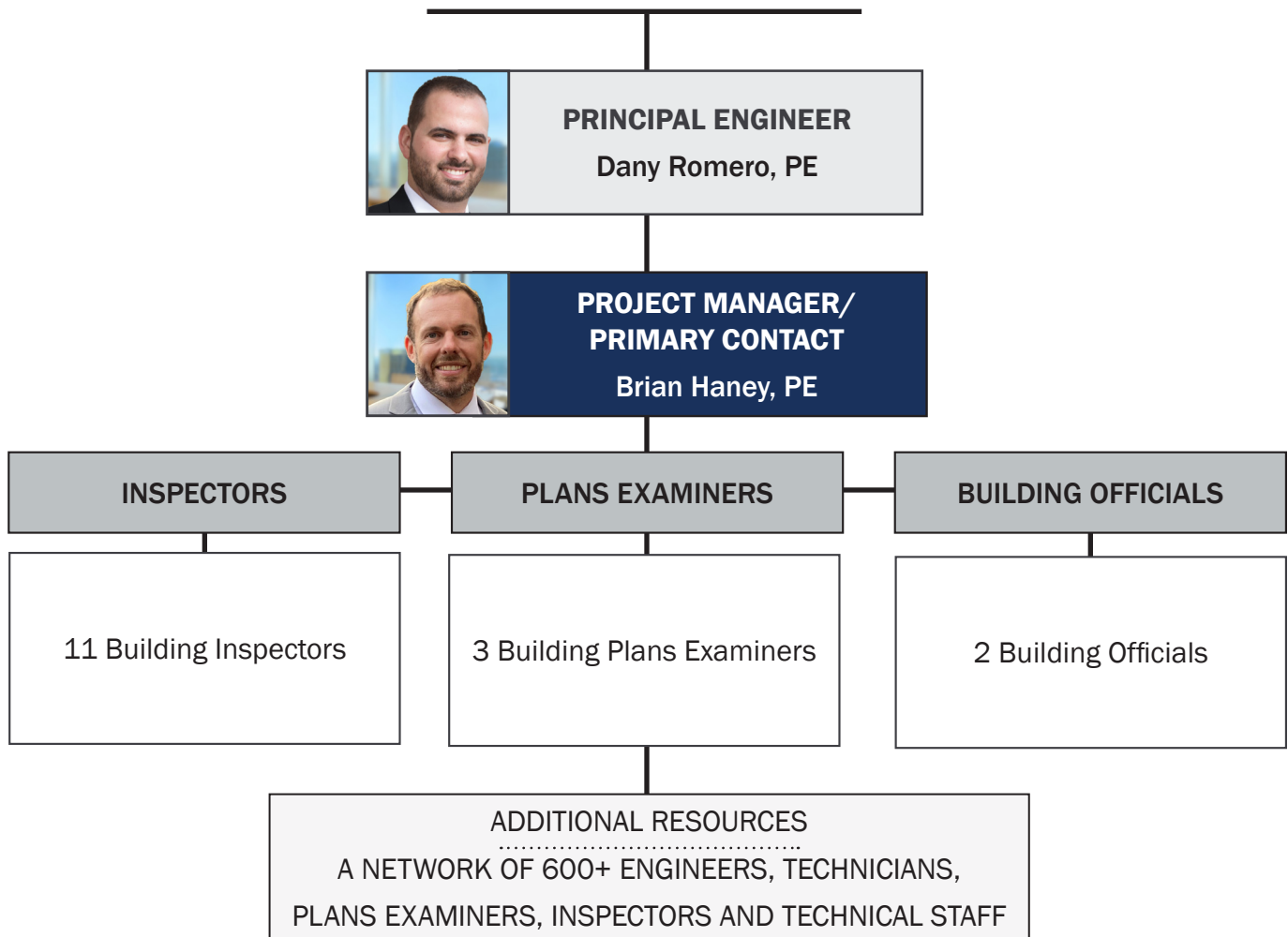
NOTABLE PROJECTS

Orlando Health-Lakeland Highlands Hospital, FL
Orlando Health-Bayfront Hospital, FL
Orlando Health-Wiregrass Hospital, FL
Polk State College-Northeast Ridge, FL
City of Clermont Municipal support, FL

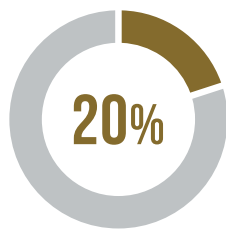
2. Provide a project team organizational chart indicating the primary role and responsibility of each team member.



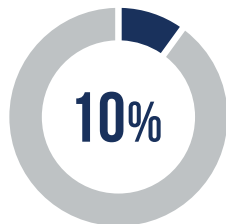
City of Casselberry
RFP-2025-1237 Building Official Services



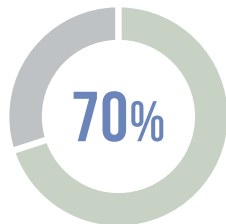
3. The proposal should clearly associate specific staff to work tasks, estimate the percentage time they will be available to the project and their qualifications.



PRINCIPAL ENGINEER
Dany Romero, PE (14 years)

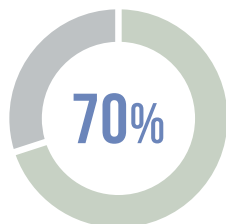


**PROJECT MANAGER/
PRIMARY CONTACT**
Brian Haney, PE (15 years)



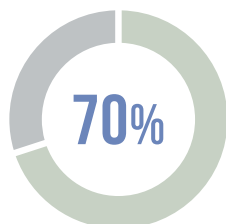
PLANS EXAMINERS

3 Building Plans Examiners



INSPECTORS

11 Building Inspectors



BUILDING OFFICIALS

2 Building Officials

4. Submit short experience statements for each identified individual, including prime personnel, and their key qualification and experience which makes them suited for their proposed assignment on the project. Full resumes can be included as an appendix to the proposal. Every effort should be made to ensure that staff resources identified in the proposal would be available for the project in the event an agreement is awarded to your firm.

We have listed below biographical summaries of these key personnel.



DANY ROMERO, PE

PRINCIPAL ENGINEER | CENTRAL FLORIDA REGIONAL MANAGER

Mr. Romero has more than 14 years' experience in the construction industry, concentrating on building code inspections, building envelope test programs and forensic evaluations, deep foundation installation testing and project management. Mr. Romero serves as the qualifier for NOVA's Private Provider 3rd Party Building Code plan review and inspection services and oversees the Duly Authorized

Representatives in Central Florida. Mr. Romero's focus at NOVA also includes forensic investigation of roofing and cladding components as well as property condition assessments for all types of construction and building types. As part of the University of Florida's Hurricane Research Program, Mr. Romero was involved in numerous investigations evaluating water ingress, windborne debris impact and mechanical failure of roofing components during extreme wind events such as named hurricanes and tropical storms.



BRIAN HANEY, PE

POINT OF CONTACT | PROJECT MANAGER

Mr. Haney has been working full-time in the construction industry since 2009. His work experience spans from field work on large scale construction projects to project management and department management. Mr. Haney is responsible for the day-to-day operations of NOVA's Central Florida building code group. His responsibilities included the P&L oversight, technical management, and operational management of

the private provider building code group as well as the municipal support services. Mr. Haney works closely with both private and public clients throughout the project life cycle to ensure NOVA provides the resources required to successfully complete each project. In addition to the building code work, Mr. Haney has a background in geotechnical engineering and deep foundation testing.



KEVIN ADAMS, MCP, CBO

BUILDING OFFICIAL | PLANS EXAMINER

Kevin has over 23 years of experience in the industry. While working in the construction industry, he acquired a background in project management, construction administration, plans examiner, and building code professional. Kevin reviews and examines building plans and specifications for new construction, additions, or remodels to ensure compliance with all applicable codes, laws, and regulations.

Mr. Adams conducts field inspections to verify work conforms to approved plans and specifications and investigate complaints regarding potential code violations. He interprets and explains codes, ordinances, and regulations to contractors, architects, engineers, and the public. Mr. Adams will maintain accurate records and prepare reports, including written inspection reports and violation notices. He collaborates with various departments and agencies to ensure consistency in code enforcement.

FINANCIAL PLAN

Demonstrate your firm's financial soundness and history of meeting financial obligations. Please include as a separate attachment to be uploaded to Vendorlink, LLC.

1. Provide the 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.
2. Describe any impending mergers that may affect your firm's ability to perform and/or complete the work.
3. 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. Proposers may be required to provide additional financial performance information upon request by the City.
4. 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.
5. The proposer 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.

NOVA has included as a separate attachment 3 fiscal year's of our financial statements. Please refer to the file named NOVA_financials_confidential.pdf.



B

B – SIMILAR PROJECTS, PAST PERFORMANCE

- A. Client References. Provide a list of five (5) former clients and representative services in size and scope undertaken in the last ten (10) years, demonstrating experience relevant to this RFP.
- B. Provide each reference's contact person's name, title, address, phone number and email address.
- C. In addition, provide the dates of engagement of services, information, cost of services and total annual contract, description of services, and member(s) of the team including any sub-consultants that performed the services.
- D. Unless otherwise stated herein to submit references in a different manner, please complete and submit Reference Form with your proposal response.
- E. Describe any significant or unique awards received or accomplishments made in previous, similar projects.

HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION:

NOVA has been providing municipal support services to Hillsborough County's Building Department since 2013. Based on the County's needs and workload, this support includes 1 to 4 Certified Building Officials, Examiners and/or Inspectors.

COSTS:

Since 2013, NOVA has billed \$5,688,819.00

TEAM MEMBERS:

Dany Romero, Brian Haney, Thomas Powell, Robert Simone, Gus Nick, Donald Beckman, David Dawood, Barry Lafon

REFERENCE:

Heather Tank, Building Permitting | 601 E. Kennedy Blvd, Tampa, FL
| tankh@hcfl.gov | 813.307.4588

SIZE:

1,266 SQUARE MILES

CONTRACT DATES:

SINCE 2013

SERVICES PROVIDED:

BUILDING CODE INSPECTIONS

PLAN REVIEW



CITY OF LARGO, FLORIDA

DESCRIPTION:

NOVA provides building code inspections and plan review as needed by the municipality.

COSTS:

\$96,007.50

TEAM MEMBERS:

Dany Romero, Brian Haney, Thomas Powell, Paul Lindstrom, Mike Coccia, Donald Knight, Donald Beckman, Barry Lafon

REFERENCE:

Robert Hatton, Building Official | PO Box 296, Largo, FL | rhatton@largo.com | 727.586.7488

SIZE:

19 SQUARE MILES

CONTRACT DATES:

2020 – CURRENT

SERVICES PROVIDED:

BUILDING CODE INSPECTIONS

PLAN REVIEW

POLK COUNTY, FLORIDA

DESCRIPTION:

NOVA provided multiple full-time inspectors to the municipality to support their building official and building department.

COSTS:

NOVA has held this contract since 2019. Over the course of the contract, NOVA has billed \$1,721,335.00

TEAM MEMBERS:

Dany Romero, Brian Haney, Thomas Powell, David Ferguson, Donald Beckman, Donald Knight, Richard Kent, Ronald Killette III, Shelly McCarthy

REFERENCE:

John Schmidt, xxx | 330 West Church Street, Bartow, FL | johnschmidt@polk-county.net | 863.534.5920

SIZE:

2,011 SQUARE MILES

CONTRACT DATES:

SINCE 2019

SERVICES PROVIDED:

BUILDING CODE INSPECTIONS

PLAN REVIEW

OSCEOLA COUNTY, FLORIDA

DESCRIPTION:

NOVA provided multiple full-time inspectors to the municipality to support their building official and building department.

COSTS:

NOVA has held this contract since 2020. Over the course of the contract, NOVA has billed \$2,699,415.41.

TEAM MEMBERS:

Dany Romero, Brian Haney, Thomas Powell, Shelly McCarthy, Ronald Killette III, Donald Knight, Donald Beckman, David Ferguson, William Brown

REFERENCE:

William Grimes, Project Manager | 1 Courthouse Square, Kissimmee, FL | william.grimes@osceola.org | 407.742.0220

SIZE:

1,506 SQUARE MILES

CONTRACT DATES:

SINCE 2020

SERVICES PROVIDED:

BUILDING CODE INSPECTIONS

PLAN REVIEW

CITY OF CLEARWATER, FLORIDA

DESCRIPTION:

NOVA provides building code inspections and plan review as needed by the municipality

COSTS:

NOVA has held this contract since 2020. Over the course of the contract, NOVA has billed \$433,189.00

TEAM MEMBERS:

Dany Romero, Brian Haney, Thomas Powell, Donald Beckman, Donald Knight, Barry Lafon, Paul Lindstrom,

REFERENCE:

Dana Root | 100 S. Myrtle Ave, Clearwater, FL | dana.root@myclearwater.com | 727.562.4567

SIZE:

39.2 SQUARE MILES

CONTRACT DATES:

SINCE 2020

SERVICES PROVIDED:

BUILDING CODE INSPECTIONS

PLAN REVIEW



C

C – PROJECT APPROACH/WORK PLAN

NOVA's professionals have served as municipal employees and consultants to municipalities, so they truly understand the needs of the city. Our team thoroughly understands the requirements and potential challenges of the services necessary for this on-call contract with the City of Casselberry. We have an impeccable reputation for having and maintaining an in-depth knowledge of building codes. Our proposed team of professionals have successfully provided Certified Building Official (CBO), Plan Review, and Inspection services in the state of Florida for several hundred collective years. ***Each professional to be assigned to this contract will have the relevant experience, industry required certifications and/or licenses to perform the work.***

PROPOSAL TO FULFILL THE REQUIREMENTS OF THE SCOPE OF SERVICES

NOVA will provide professional Building Code services on commercial, residential and accessory structures within the City of Casselberry as directed by a designated City official.

NOVA's philosophy is quite simple and based on our decades of experience in the marketplace. We treat our clients with dignity, civility, and respect while communicating and collaborating continually. This is a fundamental truth which will almost certainly lead to favorable outcomes on a consistent basis.

The following sections provide a general overview as to how we will handle this contract for the City, whether we're performing Building Inspections or we're responsible for the entire Building Department. Please note however, that given the limited information provided regarding permit volume and construction, current and projected staffing needs, etc. it is not possible to definitively state the process(es) and requirements that should be considered for the City's specific needs. We can adjust our procedures and systems to meet the needs of the City of Casselberry, and would request an initial kick-off meeting after contract award to discuss requirements, existing systems & protocols, etc. This way there will be no interruption in services from the first day work commences.



A. Work Plan/Technical Approach/Project Management. Outline your project management approach including how you will address competing timelines and inter-project dependencies. Submit a work plan for each task for carrying out the scope of services described in this RFP, including strategy, tools, techniques, critical path items, and decision points which reflect an understanding of the City's requirements. Assumptions, desired outcomes, and deliverables must be included as part of your firm's approach to each major task area.

PLAN REVIEW: NOVA's comprehensive, third-party Plan Review services provide a multi-disciplinary review of proposed construction documents, independent from design professionals. They are intended to identify

design and/or code-related deficiencies, improve constructibility, reduce liability, and expedite the Building Department's plan review process. Our staff of expert Professional Engineers, Master Code Professionals, and Certified Plan Examiners have a comprehensive approach to help design teams and owners develop safe and efficient buildings that comply with all applicable building codes and evaluate plans.

NOVA's Plan Review Services encompass established trade standards and best practices which focuses on areas that have historically created problems for builders during construction and at turnover. Our experienced Plan Examiners focus on the design/construction elements listed below during the review process:

- Building Envelopes
- Structural, Mechanical, Electrical, and Plumbing Systems
- Energy Code Calculation, Input Data Summary, and Load Sizing Calculation Methods
- Vibration Isolation and Noise Control Systems
- ADA/Fair Housing Compliance
- Code Enforcement and Signage
- Reinforcing Steel Coverage and Corrosion Protection Systems
- Balcony Construction and Drainage
- Railings, Grout, and Waterproofing
- Fire Partitions and Rated Shaft Walls
- Roofing, Waterproofing, and Deck Coatings
- Planters, Drainage, and Irrigation Systems

COORDINATION AND COMMUNICATION: Effective communication eliminates 90% of potential problems before they arise. NOVA staff will communicate with engineers, contractors, and the City to provide information and resolution to issues as they come about during this contract. NOVA will also coordinate with City staff, design professionals, and building permit applicants to ensure the timely completion of plan review. Services will be performed in a professional and timely manner in accordance with requirements established by The City of Casselberry.

NOVA's staff will work closely with City departments regarding plan review and approval and permit issuance, verifying that plans flow smoothly between departments and concurrent review by departments (such as Planning and Zoning, Land Development, or the Fire Marshall) are completed where feasible. Findings on approval, approval modifications, or denial of plans will be clear and specific.

STAFFING PLAN: NOVA's entire staff of plans examiners is dedicated to knowing and adhering to the most recent and applicable building codes while serving our clients in a professional and timely manner. Our staffing approach will depend on the scope of work ultimately required by The City of Casselberry. Qualified part-time or full-time inspectors may be required. If the City needs full building department staff, our personnel will include a Certified Building Official, Plan Reviewers and Inspectors.

As previously stated, NOVA proposes to utilize a certified Standard Inspector, with appropriate licensure as needed, throughout the project. If needed, additional personnel will supplement the required inspections and

tests as the individual tasks or inspections dictate. The Lead Special Inspector will:

- Coordinate required inspections
- Perform required site inspections
- Ensure proper verbal and written communication of field personnel
- Ensure daily field reporting is presented to completion in a timely manner
- Notify proper representatives as discrepancies are discovered
- Report regularly to the City and NOVA Project Manager to ensure client satisfaction and technical accuracy

INSPECTION PROCESS: NOVA will provide building code inspection services as needed on residential, commercial, industrial, or accessory structures within The City of Casselberry. This will include inspections of structural, general building, roofing, plumbing, electrical, accessibility, and mechanical requirements. Our inspector will distribute records of their inspections and prepare written reports, as required by the City.

MANAGEMENT: Mr. Haney and Mr. Romero have worked together on dozens of projects and contacts. These individuals have an excellent working relationship and are accustomed to communicating with each other daily. Prior to commencement of work, our Principle-in-Charge and Project Manager will meet City personnel to discuss the specific goals and procedures for this contract. This will ensure that expected outcomes are met, if not exceeded, and that resources are allocated in the most efficient manner possible.

REPORTING: NOVA's professional staff is required to prepare daily and project specific inspection activity reports for use by the City and the NOVA project management team. They are used to determine proper staffing levels, monitor response time, assure quality, and preserve the efficiency of any personnel providing professional services.

B. Schedule: Describe the task and overall project schedule; highlighting any critical path items and essential input or staff requirements. Provide a project implementation schedule for proposed services including any management and planning strategies.

ANTICIPATED RESPONSE TIME/ SCHEDULING: As a normal course of business, the NOVA's team is accustomed to responding on short notice. NOVA understands that the City of Casselberry will request the necessary services on the prior day.

Our team of multi-certified inspectors and engineers are unmatched in flexibility and responsiveness. They can provide numerous types of inspection and plan review services. This typically results in a cost and time savings for our clients because extra time is not spent mobilizing additional resources to the project site. We commit our Tampa staff and our company's vast resources to ensuring that you receive the level of service you desire.

Because this contract is for on-call, as needed services on a part-time basis, the schedule for staffing will be driven by the City's needs for supporting staff. At such time as the City needs additional staff, we anticipate being notified by a City of Casselberry's official.

FIELD PROCEDURES: Our Project Manager, Dany Romero, will communicate with our designated inspectors on a daily basis to ensure the assigned staff are readily available and able to accomplish the required tasks. Our staff can be contacted via phone and email. Meetings can be scheduled at the public's leisure to review findings or discuss any questions or concerns that may arise. Our staff and back up staff are equipped with vehicles that are regularly maintained and serviced. In the event of unforeseen delays any inspection requests, the person making the request will be notified of the delay and a secondary back up inspector will be identified and notified and dispatched when available.

C. Confirm the adequacy of resources, including personnel, availability of personnel, labor, equipment and supply resources, and other requirements to provide the requested services.

MUNICIPAL OUTSOURCING/NOVA RESOURCES: NOVA provides professional support services to meet the fluctuating demands of municipalities. Qualified professionals at NOVA can provide support staff to supplement existing municipal operations or provide the entire staff needed to manage and operate every aspect of a building department. At NOVA, we pride ourselves on having the ability to custom tailor our support services to the exact needs of each municipality that we serve.

Our firm offers proven client service and technical expertise, from permit processing and expediting plan review services to inspections and building official support. NOVA has provided plan review, code compliance inspections, and municipal support services to numerous municipalities and school districts. Our staff consists of Building Code Administrators (Building Officials), Certified Plans Examiners, Multi-disciplined Licensed Inspectors (1 and 2 Family, Building, Mechanical, Electrical, and Plumbing), and Disaster Damage Assessment Professionals.

D. 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.

ITEMIZED LIST OF SERVICES TO BE PROVIDED

NOVA understands that The City of Casselberry is seeking professional Plan Review and Inspection services as required and requested for an on-call contract. Potential projects will be related to building, accessibility, structural, roofing, plumbing, electrical, gas, or mechanical for commercial and residential construction as outlined in the Florida Building Code.

RESPONSIBILITIES WILL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

- Plans Review Services and Building Inspection services
 - Plans review services for commercial and residential projects including structural, mechanical, electrical, plumbing, and gas.
 - Inspection services for commercial, single, and multi-family structures for mechanical, electrical, plumbing, gas, and building inspections
 - Related reports
- Review plans for compliance with submittal requirements and all applicable codes
- Contact and/or respond to questions and concerns from City staff, contractors, property owners, or other stakeholders
- Provide and enter data into City's permitting software that processes, tracks, and monitors permit, plan review, and inspection activity.

- Provide personnel with excellent customer service skills during the City's business hours of 7:30 a.m. to 4:30 p.m., Monday through Friday, except for City holidays
 - Although not typical, services may be requested beyond normal business hours
- Provide, maintain, and insure in accordance with City requirements, the vehicles necessary to perform the services set forth herein or requested by the City
 - All such vehicles shall be kept well maintained, clean, free of damages, and in safe operating conditions
 - Possess a valid Florida driver's license and be able to operate a motor vehicle.
- All personnel shall wear uniforms or professional attire that are clean, neat and free of tears or holes and logos or graphics other than NOVA identification or logo.
- As the amount of development and the number of permits fluctuate, the City does not guarantee any certain level of work that may be assigned
 - NOVA understands that staffing may need to be adjusted accordingly from time to time
- All services must be performed in accordance with all applicable federal, state, and local regulations and statutes and the Florida Building Code
- Assure that the designated staff, including sub-consultants (if any), is used for this project
 - Departure or reassignment of, or substitution for, any member of the designated staff or sub-consultant(s) shall not be made with the prior written approval of the City
- Provide a Conflict of Interest statement prohibiting the offeror from engaging in sections of buildings whereby same or any member of NOVA has prepared any plans, drawing, or other design services for that project

E. Explain any proposed innovative concepts that may enhance the value and quality of the services to be performed.

INNOVATIVE CONCEPTS: NOVA's approach for all clients is to provide the best, most cost-effective recommendations for the conditions encountered and with meeting the clients intent and goals. NOVA has a long history of providing Client-focused professional services for similar contracts. The Principals, Managers and Technical Staff of NOVA have an established history of working together and have a clear understanding of the expectations, communication and level of service required to make each project we undertake a success. We are confident that we can provide these services and meet the City's expectations.

In addition to our traditional services, NOVA also provides Building Envelope, Roofing Consulting, Forensic and Non-destructive Testing services. These services typically include detailed condition assessments, field and laboratory testing, repair design and drawing preparation, bid solicitation and inspection services during repair construction.

F. Validate the current and projected workload of Firm.

CURRENT WORKLOAD: Based upon NOVA's current and projected workload, our staff is working at approximately 75 percent capacity; however, numerous projects comprising our current workload are within weeks of completion and/or not requiring our on-site inspection services, which will reduce our workload to less than 65 percent capacity. Therefore, NOVA has significant capacity to take on this project without adversely impacting the quality or responsiveness on any other.



D

D – RFP REQUIRED FORMS

REQUIRED FORMS:

- Insurance Certificates
- Conflict of Interest/Non-Collusion
- Addendum Receipt Acknowledgment Certification
- Drug Free Workplace Certification
- Organizational Information
- References
- Scrutinized Companies Certification
- Proof of Licenses/Certification
- Local Business Tax Receipt
- Tax Identification Number (TIN)
- Price Proposal and Acceptance Form

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Propel Insurance 1410 Blanding Street; Suite 100 COM Construction SRM Columbia, SC 29201-2967	CONTACT NAME: Abby Irick PHONE (A/C, No, Ext): 803 265-8546 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: abby.irick@propelinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Nova Engineering and Environmental, LLC 3900 Kennesaw 75 Parkway Suite 100 Kennesaw, GA 30144	INSURER A : Lloyds of London	
	INSURER B : Pacific Insurance Company, LTD.	
	INSURER C : SiriusPoint Specialty Insurance Corp	
	INSURER D :	
	INSURER E :	
INSURER F :		NAIC # 10046 16820

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			ENVP000049024	08/31/2024	04/01/2026	EACH OCCURRENCE \$5,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	☒ Pollution Liability						MED EXP (Any one person) \$25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$5,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$5,000,000
	AUTOMOBILE LIABILITY						Pollution \$5,000,000
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY		☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY		☐ NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	☐ UMBRELLA LIAB			ENVX000052224	08/31/2024	04/01/2026	EACH OCCURRENCE \$5,000,000
	☒ EXCESS LIAB						AGGREGATE \$5,000,000
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☐ N / A						E.L. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab			12OH066540524	08/31/2024	04/01/2026	5,000,000 Per Claim/Agg
C	Excess Profession			PROVXS000007200	08/31/2024	04/01/2026	5,000,000 Per Claim/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Information Only	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 

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 #S6857073/M6857069

AXI00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2024

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	Biltmore Insurance Services, LLC, 4764 Atlanta Hwy Loganville, GA. 30052 USA Phone (866) 687-9201 Fax (770) 466-7380	CONTACT NAME Lisa Jagmohan PHONE (A/C, No, Ext): lisa.jagmohan@watkins.insure FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co of CT INSURER B: Gemini Insurance Co. INSURER C: Travelers Indemnity Company of America INSURER D: Endurance American Specialty Ins. Co. INSURER E: INSURER F:	NAIC # 25682 10833 25658 41718
INSURED	Nova Engineering and Environmental, LLC 3900 Kennesaw 75 Parkway Suite 100 Kennesaw, GA 30144		

COVERAGES

CERTIFICATE NUMBER: 102282

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			HC2ECAP5H603403-24	08/31/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$			GVE10033780	04/01/2024	04/01/2025	EACH OCCURRENCE \$ \$3,000,000 AGGREGATE \$ \$3,000,000 \$
C	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 ☒ N	N/A	UB-2P642905-24-51-K	04/01/2024	04/01/2025	☒ 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
D	Auto Liability Excess			EXT30067126800	04/01/2024	04/01/2025	Each Occurrence \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

****For Insured Purposes Only**** The insurers will endeavor to provide 30 days notice of cancellation to the Certificate Holder in accordance with the coverage evidenced above as required by Contract or Agreement with the insured. However, failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

CERTIFICATE HOLDER

CANCELLATION

****For Insured Purposes Only****Nova Engineering and Environmental, LLC
3900 Kennesaw 75 Parkway
Suite 100
Kennesaw, GA 30144

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

Biltmore Insurance Services, LLC

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ACORD 25 (2016/03)

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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

REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

City of Casselberry
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 AND CONTRACT MANAGEMENT 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 Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Proposer/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 Proposer/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 Proposer/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

Dany Romero, PE

Typed Name of AUTHORIZED SIGNATORY

Regional Manager

Title

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

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment “B”
Conflict of Interest Statement

- A.** This sworn statement is submitted with Proposal/ITN, or Contract Number RFP-2025-1237, titled Building Official Services.

This sworn statement is submitted by [NOVA Engineering and Environmental, LLC](#) whose business address is _____

[Name of entity submitting sworn statement]
[650 Northlake Boulevard, Suite 430, Altamonte Springs, Florida 32701](#) and (if applicable) its
Federal
Employer Identification Number (FEIN) is [26-0347209](#) of the individual signing this sworn statement:
_____.

My name is [Dany Romero, PE](#) and my relationship to the above entity is
[Regional Manager](#).

[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFP # [2025-1237](#) for [Building Official Services](#) 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 restraints 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.

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

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

[Dany Romero, PE](#)

Typed Name of AUTHORIZED SIGNATORY

[Regional Manager](#)

Title

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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>1</u>	Dated: <u>October 22, 2024</u>
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: NOVA Engineering and Environmental, LLC
Mailing Address: 650 Northlake Boulevard, Suite 430, Altamonte Springs, Florida 32701
Telephone Number: 813.541.7322 Fax Number: 813.623.3545 E-mail Address: dromero@usanova.com

 Authorized Signature	<u>Dany Romero, PE</u> Printed Name	FEIN: <u>26-0347209</u>
<u>Regional Manager</u> Title	<u>November 14, 2024</u> Date	

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

RFP-2025-1237 Building Official Services

Addendum No. 1

Respondents must acknowledge receipt of this Addendum by signing this form below and returning it to the Procurement Division prior to the hour and date specified for receipt of bids/proposals or by including this Addendum with your submittal. Failure to comply may result in disqualification of your response.

Acknowledgment is hereby made of Addendum.

[NOVA Engineering and Environmental, LLC](#)

Name of Firm/Company

dromero@usanova.com

Contact Email

[650 Northlake Boulevard, Suite 430](#)

Street Address

[Altamonte Springs, Florida 32701](#)

City, State, Zip Code

[813.541.7322](#)

Telephone Number

[813.623.3545](#)

Fax Number

[Dany Romero, PE](#)

Authorized Person Printed Name

[Regional Manager](#)

Authorized Person Title



Authorized Person Signature

[November 14, 2024](#)

Date of Signature

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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
Dany Romero, PE

Typed Name of AUTHORIZED SIGNATORY
Regional Manager

Title

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

2024 FOREIGN LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT

DOCUMENT# M07000004372

Entity Name: NOVA ENGINEERING AND ENVIRONMENTAL, LLC

Current Principal Place of Business:

3900 KENNESAW 75 PKWY
SUITE 100 ATTN: KELLI R. TOTH
KENNESAW, GA 30144

Current Mailing Address:

1958 MONROE DR NE
ATTN: JONATHAN S. JOST
ATLANTA, GA 30324 US

FEI Number: 26-0347209

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324 US

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

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	PRESIDENT	Title	CEO & CHIEF FINANCIAL OFFICER
Name	HUGHES, ROBERT E.	Name	MAGGARD, JOHN D.
Address	3900 KENNESAW 75 PKWY SUITE 100 ATTN: KELLI R. TOTH	Address	1958 MONROE DR NE ATTN: JONATHAN S. JOST
City-State-Zip:	KENNESAW GA 30144	City-State-Zip:	ATLANTA GA 30324
Title	TREASURER	Title	VICE PRESIDENT FINANCE/ASSISTANT SECRETARY
Name	JOST, JONATHAN S.	Name	TOTH, KELLI R.
Address	1958 MONROE DR NE ATTN: JONATHAN S. JOST	Address	3900 KENNESAW 75 PKWY SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip:	ATLANTA GA 30324	City-State-Zip:	KENNESAW GA 30144
Title	SENIOR VICE PRESIDENT, OPERATIONS	Title	VICE PRESIDENT OF BUSINESS DEVELOPMENT
Name	WILLENBORG, STEPHEN J.	Name	BROWN-RALL, MICHELE D.
Address	3900 KENNESAW 75 PKWY SUITE 100 ATTN: KELLI R. TOTH	Address	3900 KENNESAW 75 PKWY SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip:	KENNESAW GA 30144	City-State-Zip:	KENNESAW GA 30144
Title	VICE PRESIDENT CONSTRUCTION MATERIALS TESTING	Title	VP, ENVIRONMENTAL SERVICE LINE LEADER
Name	JOHNSTON, MARC D.	Name	EICHENHOLTZ, MARC E.
Address	3900 KENNESAW 75 PKWY SUITE 100 ATTN: KELLI R. TOTH	Address	3900 KENNESAW 75 PKWY SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip:	KENNESAW GA 30144	City-State-Zip:	KENNESAW GA 30144

Continues on page 2

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

SIGNATURE: JONATHAN S JOST

TREASURER

06/05/2024

Authorized Person(s) Detail Continued :

Title VP, GEORGIA REGION
Name MARR, ADAM D.
Address 3900 KENNESAW 75 PKWY
SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

Title EXECUTIVE VICE PRESIDENT, SOUTH FLORIDA
REGION
Name HILL, JASON D.
Address 3900 KENNESAW 75 PKWY
SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

Title VP, CAROLINAS REGION
Name BRYANT, STEPHEN C.
Address 3900 KENNESAW 75 PKWY
SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

Title SECRETARY
Name GROVES, DANIEL W.
Address 1958 MONROE DR NE
ATTN: JONATHAN S. JOST
City-State-Zip: ATLANTA GA 30324

Title VP, NORTH FLORIDA REGION
Name LAWRENCE, WILLIAM L. JR.
Address 3900 KENNESAW 75 PKWY
SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

Title VP, CENTRAL FLORIDA REGION
Name ROMERO, DANY
Address 3900 KENNESAW 75 PKWY
SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

Title VP, GEOTECHNICAL ENGINEERING
Name BRAHANA, DANIEL C.
Address 3900 KENNESAW 75 PKWY
SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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 Proposer's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:	
Project Name: Hillsborough County Florida Municipal Services Contract	
Type of Project/Service: Building Code Inspections and plan review	
Address: 601 E. Kennedy Boulevard, Tampa, FL	
Contracting Agency/Client: Hillsborough County	
Contact Name and Phone #: John Barrios, Division Director 813.276.8334	
Contact Email Address and Fax #: barriosj@hillsboroughcounty.org	
Contract Amount: to date \$5,688,819	Date Work Performed: 2013 - Current
Project #2:	
Project Name: City of Largo Florida Municipal Services Contract	
Type of Project/Service: Building Code Inspections and plan review	
Address: PO Box 296, Largo, FL	
Contracting Agency/Client: City of Largo	
Contact Name and Phone #: Robert Hatton, Building Official 727.586.7488	
Contact Email Address and Fax #: rhatton@largo.com	
Contract Amount: to date \$96,007	Date Work Performed: 2020 - 2022
Project #3:	
Project Name: Polk County Florida Municipal Services Contract	
Type of Project/Service: Building Code Inspections and plan review	
Address: 330 West Church Street, Bartow, FL	
Contracting Agency/Client: Polk County	
Contact Name and Phone #: John Schmidt, 863.534.5920	
Contact Email Address and Fax #:	
Contract Amount: to date \$1,721,335	Date Work Performed: 2019 - Current
Project #4:	
Project Name: Osceola County Florida Municipal Services Contract	
Type of Project/Service: Building Code Inspections and plan review	
Address: 1 Courthouse Square, Kissimmee, FL	
Contracting Agency/Client: Osceola County	
Contact Name and Phone #: William Grimes, Project Manager 407.742.0220	
Contact Email Address and Fax #: william.grimes@osceola.org	
Contract Amount: to date \$2,699,415	Date Work Performed: 2020 - Current
Project #5:	
Project Name: City of Clearwater Florida Municipal Services Contract	
Type of Project/Service: Building Code Inspections and plan review	
Address: 100 South Myrtle Avenue, Clearwater, FL	
Contracting Agency/Client: City of Clearwater	
Contact Name and Phone #: Dana Root, 727.562.4567	
Contact Email Address and Fax #: dana.root@myclearwater.com	
Contract Amount: to date \$433,189	Date Work Performed: 2020 - Current

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "G"
Proposed Schedule of Subcontractor Participation

☒ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: RFP-2025-1237	
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

When applicable, the Proposer, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Proposed Schedule of Subcontractor Participation**, is truthful and correct at the time of submission.

Proposer/Contractor Name: NOVA Engineering and Environmental, LLC
Mailing Address: 650 Northlake Boulevard, Suite 430, Altamonte Springs, Florida 32701

Telephone Number: 813.541.7322 Fax Number: 813.623.3545

E-mail Address: dromero@usanova.com

 Dany Romero, PE 26-0347209
Authorized Signature Printed Name FEIN Number
Regional Manager November 14, 2024
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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 NOVA ENGINEERING AND ENVIRONMENTAL, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 23, 2007.

The document number of this limited liability company is M07000004372.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on February 10, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of January, 2024*




Secretary of State

Tracking Number: 5069617682CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Halsey Beshears, Secretary



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

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

NOVA ENGINEERING AND ENVIRONMENTAL, LLC

3900 KENNESAW 75 PARKWAY
SUITE 100
KENNESAW GA 30144

LICENSE NUMBER: CA27772

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com

**NOTE: As of 2021, this
license no longer has
an expiration date per
the State of Florida.**



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CITY OF ALTAMONTE SPRINGS
225 NEWBURYPORT AVENUE
ALTAMONTE SPRINGS, FLORIDA 32701-3697
407-571-8116

DANY ROMERO PE
650 NORTHLAKE BLVD, 430
ALTAMONTE SPRINGS, FL 32701

DO NOT PAY - THIS IS NOT A BILL
Below Certificate must be displayed at Business Location



CITY OF ALTAMONTE SPRINGS
225 NEWBURYPORT AVENUE
ALTAMONTE SPRINGS, FLORIDA 32701-3697
407-571-8116

Fiscal Year
2024-2025

BUSINESS TAX RECEIPT

Business Number: 001749-2020

Expires: September 30, 2025

Business Name: DANY ROMERO PE

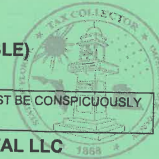
Business Address: 650 NORTHLAKE BLVD, 430
ALTAMONTE SPRINGS, FL 32701

RECEIPT NO.	CLASS DESCRIPTION	FEE
BTR-014797-2025	Professional Men & Women- Engineer & Planner	\$120.75
BTR-014797-2025	Seminole County – Not Required	
TOTAL BUSINESS TAX PAID:		\$120.75

Restrictions: Location: Nova


City Clerk

POLK COUNTY LOCAL BUSINESS TAX RECEIPT			
ACCOUNT NO. 214015		CLASS: B+	EXPIRES: 09/30/2025
OWNER NAME		LOCATION	
ROBERT E HUGHES		POLK COUNTY	
BUSINESS NAME AND MAILING ADDRESS		CODE	ACTIVITY TYPE
NOVA ENGINEERING AND ENVIRONMENTAL LLC NOVA ENGINEERING AND ENVIRONMENTAL LLC 4524 OAK FAIR BLVD SUITE 200 TAMPA, FL 33610		540190	PROFESSIONAL ENGINEER
PROFESSIONAL LICENSE (IF APPLICABLE)			
OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR		THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION	
PAID - 2510568 07/22/2024 MZG		TAX 57.75	NOVA ENGINEERING AND ENVIRONMENTAL LLC



2024 - 2025 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT		EXPIRES SEPTEMBER 30, 2025												
OCC. CODE 260.026000 OFFICE		<table border="1"> <tr> <td colspan="2">ACCOUNT NO.</td> </tr> <tr> <td>215342</td> <td></td> </tr> <tr> <td colspan="2">RENEWAL</td> </tr> </table>	ACCOUNT NO.		215342		RENEWAL							
ACCOUNT NO.														
215342														
RENEWAL														
<table border="0"> <tr> <td>BUSINESS</td> <td>NOVA ENGINEERING AND ENVIRONMENTAL LLC 4524 OAK FAIR BLVD SUITE 200 TAMPA, FL 33610</td> </tr> <tr> <td>NAME</td> <td>NOVA ENGINEERING AND ENVIRONMENTAL LLC</td> </tr> <tr> <td>MAILING ADDRESS</td> <td>4524 OAK FAIR BLVD SUITE 200 TAMPA, FL 33610</td> </tr> </table>		BUSINESS	NOVA ENGINEERING AND ENVIRONMENTAL LLC 4524 OAK FAIR BLVD SUITE 200 TAMPA, FL 33610	NAME	NOVA ENGINEERING AND ENVIRONMENTAL LLC	MAILING ADDRESS	4524 OAK FAIR BLVD SUITE 200 TAMPA, FL 33610	<table border="0"> <tr> <td>Receipt Fee</td> <td>30.00</td> </tr> <tr> <td>Hazardous Waste Surcharge</td> <td>0.00</td> </tr> <tr> <td>Law Library Fee</td> <td>0.00</td> </tr> </table>	Receipt Fee	30.00	Hazardous Waste Surcharge	0.00	Law Library Fee	0.00
BUSINESS	NOVA ENGINEERING AND ENVIRONMENTAL LLC 4524 OAK FAIR BLVD SUITE 200 TAMPA, FL 33610													
NAME	NOVA ENGINEERING AND ENVIRONMENTAL LLC													
MAILING ADDRESS	4524 OAK FAIR BLVD SUITE 200 TAMPA, FL 33610													
Receipt Fee	30.00													
Hazardous Waste Surcharge	0.00													
Law Library Fee	0.00													
2024 - 2025														
BUSINESS TAX RECEIPT HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON		Paid 23-681-002085 07/09/2024 30.00 NANCY C MILLAN, TAX COLLECTOR 813-635-5200 THIS BECOMES A TAX RECEIPT WHEN VALIDATED.												

**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.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) NOVA ENGINEERING AND ENVIRONMENTAL, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 3900 KENNESAW 75 PARKWAY, SUTIE 100	Requester's name and address (optional)
6 City, state, and ZIP code KENNESAW, GA 30144		
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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

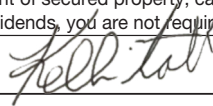
Social security number								
			-				-	
or								
Employer identification number								
2	6		-	0	3	4	7	2 0 9

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 **05/20/2024**

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "I"
Price Proposal and Acceptance of Terms

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 on the Price Proposal Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered.

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 and Contract Management 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: [NOVA Engineering and Environmental, LLC](#)

Mailing Address: [650 Northlake Boulevard, Suite 430, Altamonte Springs, Florida 32701](#)

Telephone Number: [813.541.7322](#) Fax Number: [813.623.3545](#) E-mail Address: dromero@usanova.com



Authorized Signature
[Regional Manager](#)

Title

[Dany Romero, PE](#)

Printed Name
FEIN: [26-0347209](#)

[November 14, 2024](#)

Date

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



E

RFP-2025-1237 Building Official Services
Price Proposal Form

Building Official Services (Per Hour)	Standard Rate	Overtime Rate*
Licensed Building Official - On Site for Plan Reviews	\$115.00	\$172.50
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$115.00	\$172.50
Licensed Building Official - Building Inspector	\$115.00	\$172.50
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.

NOTE: The Bidder agrees that the quantities shown for unit price items are approximate and are subject to variations in the field and further agrees to do the work at the unit bid price whether the quantities are increased or decreased.

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 ITB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the ITB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the ITB 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 set forth herein. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this ITB document or as otherwise agreed to between the parties in writing.

Bidder/Contractor: NOVA Engineering and Environmental, LLC
Printed Name: Dany Romero, PE
Title: Regional Manager
Signature: 
Address: 650 Northlake Boulevard, Suite 430
City/State/Zip: Altamonte Springs, Florida 32701
FEIN: 26-0347209
Phone: 813.541.7322
Email: DRomero@usanova.com



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Foreign Limited Liability Company
NOVA ENGINEERING AND ENVIRONMENTAL, LLC

Filing Information

Document Number	M07000004372
FEI/EIN Number	26-0347209
Date Filed	07/23/2007
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	04/18/2024
Event Effective Date	NONE

Principal Address

3900 Kennesaw 75 Pkwy
Suite 100
ATTN: Kelli R. Toth
Kennesaw, GA 30144

Changed: 06/05/2024

Mailing Address

1958 Monroe Dr NE
Attn: Jonathan S. Jost
Atlanta, GA 30324

Changed: 03/25/2024

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 09/11/2019

Address Changed: 09/11/2019

Authorized Person(s) Detail

Name & Address

Title President

Hughes, Robert E.
3900 Kennesaw 75 Pkwy
Suite 100
ATTN: Kelli R. Toth
Kennesaw, GA 30144

Title CEO & Chief Financial Officer

Maggard, John D.
1958 Monroe Dr NE
Attn: Jonathan S. Jost
Atlanta, GA 30324

Title Treasurer

Jost, Jonathan S.
1958 Monroe Dr NE
Attn: Jonathan S. Jost
Atlanta, GA 30324

Title Vice President Finance/Assistant Secretary

Toth, Kelli R.
3900 Kennesaw 75 Pkwy
Suite 100
ATTN: Kelli R. Toth
Kennesaw, GA 30144

Title Senior Vice President, Operations

Willenborg, Stephen J.
3900 Kennesaw 75 Pkwy
Suite 100
ATTN: Kelli R. Toth
Kennesaw, GA 30144

Title Vice President of Business Development

Brown-Rall, Michele D.
3900 Kennesaw 75 Pkwy
Suite 100
ATTN: Kelli R. Toth
Kennesaw, GA 30144

Title Vice President Construction Materials Testing

Johnston , Marc D.
3900 Kennesaw 75 Pkwy
Suite 100
ATTN: Kelli R. Toth
Kennesaw, GA 30144

Title VP, Environmental Service Line Leader

Eichenholtz, Marc E.
3900 Kennesaw 75 Pkwy
Suite 100
ATTN: Kelli R. Toth
Kennesaw, GA 30144

Title VP, Georgia Region

Marr, Adam D.
3900 Kennesaw 75 Pkwy
Suite 100
ATTN: Kelli R. Toth
Kennesaw, GA 30144

Title VP, North Florida Region

Lawrence, William L. , Jr.
3900 Kennesaw 75 Pkwy
Suite 100
ATTN: Kelli R. Toth
Kennesaw, GA 30144

Title Executive Vice President, South Florida Region

Hill, Jason D.
3900 Kennesaw 75 Pkwy
Suite 100
ATTN: Kelli R. Toth
Kennesaw, GA 30144

Title VP, Central Florida Region

Romero, Dany
3900 Kennesaw 75 Pkwy
Suite 100
ATTN: Kelli R. Toth
Kennesaw, GA 30144

Title VP, Carolinas Region

Bryant, Stephen C.
3900 Kennesaw 75 Pkwy
Suite 100
ATTN: Kelli R. Toth
Kennesaw, GA 30144

Title VP, Geotechnical Engineering

Brahana, Daniel C.
3900 Kennesaw 75 Pkwy
Suite 100
ATTN: Kelli R. Toth
Kennesaw, GA 30144

Title Secretary

Groves, Daniel W.
1958 Monroe Dr NE
Attn: Jonathan S. Jost
Atlanta, GA 30324

Annual Reports

Report Year	Filed Date
2023	02/10/2023
2024	03/25/2024
2024	06/05/2024

Document Images

06/05/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
04/18/2024 -- LC Amendment	View image in PDF format
03/25/2024 -- ANNUAL REPORT	View image in PDF format
02/10/2023 -- ANNUAL REPORT	View image in PDF format
09/07/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
03/14/2022 -- ANNUAL REPORT	View image in PDF format
02/08/2021 -- ANNUAL REPORT	View image in PDF format
07/06/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
03/26/2020 -- ANNUAL REPORT	View image in PDF format
09/11/2019 -- CORLCRACHG	View image in PDF format
04/02/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
01/15/2019 -- ANNUAL REPORT	View image in PDF format
02/28/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/19/2018 -- ANNUAL REPORT	View image in PDF format
01/23/2017 -- ANNUAL REPORT	View image in PDF format
03/07/2016 -- LC Amendment	View image in PDF format
01/21/2016 -- ANNUAL REPORT	View image in PDF format
01/27/2015 -- ANNUAL REPORT	View image in PDF format
12/12/2014 -- CORLCRACHG	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
02/11/2013 -- ANNUAL REPORT	View image in PDF format
01/19/2012 -- ANNUAL REPORT	View image in PDF format
08/04/2011 -- ANNUAL REPORT	View image in PDF format
02/02/2011 -- ANNUAL REPORT	View image in PDF format
02/18/2010 -- ANNUAL REPORT	View image in PDF format
01/30/2009 -- ANNUAL REPORT	View image in PDF format
06/25/2008 -- ANNUAL REPORT	View image in PDF format

[08/29/2007 -- LC Amendment](#)

[View image in PDF format](#)

[07/23/2007 -- Foreign Limited](#)

[View image in PDF format](#)

REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment “A”
Insurance Requirements

A. Insurance. The successful Proposal/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 Proposer/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 Proposer/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
Professional Liability (errors and omissions)	\$500,000.00
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 Proposer/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 Proposer/Contractor and/or subcontractor shall provide the City’s Procurement and Contract 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,
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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

City of Casselberry
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 AND CONTRACT MANAGEMENT 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 Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Proposer/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 Proposer/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 Proposer/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

Dany Romero, PE

Typed Name of AUTHORIZED SIGNATORY

Regional Manager

Title

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

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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		Delaware			
Principal Place of Business (Enter Address)		Corporate: 3900 Kennesaw 75 Parkway, Suite 100 Kennesaw, Georgia 30144			
Federal I.D. Number		26-0347209			

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: NOVA Engineering and Environmental, LLC

Mailing Address: 650 Northlake Boulevard, Suite 430, Altamonte Springs, Florida 32701

Telephone Number: 813.541.7322 Fax Number: 813.623.3545 E-mail Address: dromero@usanova.com

 Dany Romero, PE FEIN: 26-0347209

Authorized Signature
Regional Manager
Title

Printed Name
November 14, 2024
Date

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

2024 FOREIGN LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT

DOCUMENT# M07000004372

Entity Name: NOVA ENGINEERING AND ENVIRONMENTAL, LLC

Current Principal Place of Business:

3900 KENNESAW 75 PKWY
SUITE 100 ATTN: KELLI R. TOTH
KENNESAW, GA 30144

Current Mailing Address:

1958 MONROE DR NE
ATTN: JONATHAN S. JOST
ATLANTA, GA 30324 US

FEI Number: 26-0347209

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324 US

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

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title PRESIDENT
Name HUGHES, ROBERT E.
Address 3900 KENNESAW 75 PKWY
 SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

Title TREASURER
Name JOST, JONATHAN S.
Address 1958 MONROE DR NE
 ATTN: JONATHAN S. JOST
City-State-Zip: ATLANTA GA 30324

Title SENIOR VICE PRESIDENT,
 OPERATIONS
Name WILLENBORG, STEPHEN J.
Address 3900 KENNESAW 75 PKWY
 SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

Title VICE PRESIDENT CONSTRUCTION
 MATERIALS TESTING
Name JOHNSTON , MARC D.
Address 3900 KENNESAW 75 PKWY
 SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

Title CEO & CHIEF FINANCIAL OFFICER
Name MAGGARD, JOHN D.
Address 1958 MONROE DR NE
 ATTN: JONATHAN S. JOST
City-State-Zip: ATLANTA GA 30324

Title VICE PRESIDENT
 FINANCE/ASSISTANT SECRETARY
Name TOTH, KELLI R.
Address 3900 KENNESAW 75 PKWY
 SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

Title VICE PRESIDENT OF BUSINESS
 DEVELOPMENT
Name BROWN-RALL, MICHELE D.
Address 3900 KENNESAW 75 PKWY
 SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

Title VP, ENVIRONMENTAL SERVICE LINE
 LEADER
Name EICHENHOLTZ, MARC E.
Address 3900 KENNESAW 75 PKWY
 SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

Continues on page 2

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

SIGNATURE: JONATHAN S JOST

TREASURER

06/05/2024

Authorized Person(s) Detail Continued :

Title VP, GEORGIA REGION
Name MARR, ADAM D.
Address 3900 KENNESAW 75 PKWY
SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

Title EXECUTIVE VICE PRESIDENT, SOUTH FLORIDA
REGION
Name HILL, JASON D.
Address 3900 KENNESAW 75 PKWY
SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

Title VP, CAROLINAS REGION
Name BRYANT, STEPHEN C.
Address 3900 KENNESAW 75 PKWY
SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

Title SECRETARY
Name GROVES, DANIEL W.
Address 1958 MONROE DR NE
ATTN: JONATHAN S. JOST
City-State-Zip: ATLANTA GA 30324

Title VP, NORTH FLORIDA REGION
Name LAWRENCE, WILLIAM L. JR.
Address 3900 KENNESAW 75 PKWY
SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

Title VP, CENTRAL FLORIDA REGION
Name ROMERO, DANY
Address 3900 KENNESAW 75 PKWY
SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

Title VP, GEOTECHNICAL ENGINEERING
Name BRAHANA, DANIEL C.
Address 3900 KENNESAW 75 PKWY
SUITE 100 ATTN: KELLI R. TOTH
City-State-Zip: KENNESAW GA 30144

REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "H"
Contractor Certification Regarding Scrutinized Companies

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may 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, and is not engaged in business operations in Cuba or Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations Cuba or Syria.

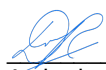
This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

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.

Proposer/Contractor Name: NOVA Engineering and Environmental, LLC

Mailing Address: 650 Northlake Boulevard, Suite 430, Altamonte Springs, Florida 32701

Telephone Number: 813.541.7322 Fax Number: 813.623.3545 E-mail Address: dromero@usanova.com



Authorized Signatory

Dany Romero, PE

Printed Name

FEIN: 26-0347209

Regional Manager

Title

November 14, 2024

Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE (when applicable)
Failure to submit this form may be grounds for disqualification of your submittal

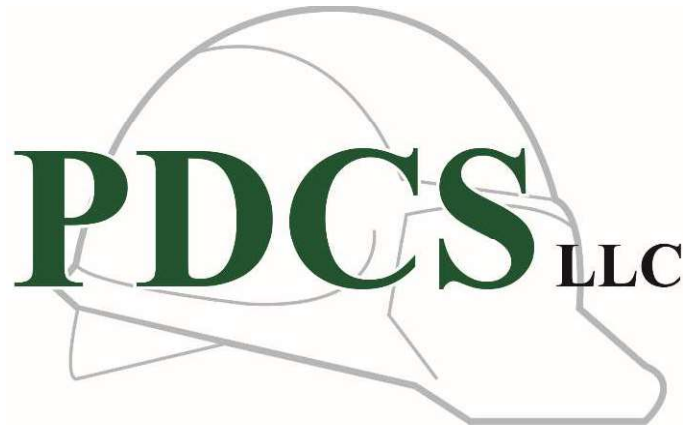


650 Northlake Boulevard, Suite 430
Altamonte Springs, Florida 32701

t. 407.902.2660

usanova.com

A VALUABLE EXTENSION OF YOUR BUILDING DEPARTMENT



RFP-2025-1237
Building Official Services

Due: November 14, 2024 by 2:00pm

City of Casselberry
95 Triplet Lake Drive
Casselberry, FL 32707

Tab A

Firm Qualifications and Experience



Cover Letter

Corporate Background Information

Organizational Qualifications and Experience

Key Individuals and Qualifications

Litigation

Financial Capacity (Separate File)



November 13, 2024

City of Casselberry
95 Triplet Lake Dr.
Casselberry, FL 32707

Re: **Request for Proposals**
Building Official Services
RFP-2025-1237

Dear Sir or Madame:

PDCS, LLC is pleased to present the City of Casselberry with a uniquely qualified team of Building Code Professionals in response to the above-referenced Request for Proposal. We welcome the opportunity to be a valuable extension of the Cities staff and feel confident that our dedicated professionals will meet and exceed all the requirements set forth by the City of Casselberry. PDCS offers to provide the city with a select group of individuals with decades of building code administration experience as well as commercial building inspection and plan review experience, primarily with educational institutions such as universities, colleges, and school districts.

PDCS was established in 2005 by building code professionals with a desire to provide a more focused approach to building department services than any other company in business at the time. We continue to be independently owned and operated by those building code professionals today and remain focused solely on building department services by not providing any engineering, materials testing or other services often provided by other companies. In making building code services the priority PDCS developed a comprehensive approach to building department services and seamlessly works with the public sector to provide these services to their citizens, developers, and contractors.

PDCS also provides an innovative approach by **not offering Private Provider Services**. By committing to only serving the public sector we eliminate any conflicts of interest that may arise with a current or future contractor working within the City of Casselberry.

PDCS is a registered Limited Liability Company in the State of Florida with our main corporate office centrally located in Orlando. From this centralized location PDCS implements a comprehensive approach utilizing our full-time certified inspectors, plan

reviewers, and building code administrators. This lets our clients receive quality and prompt building code administration, inspection and plan review services. This method also allows projects to continue in a timely manner; all the while adhering to the state, county, and municipal code regulations.

The contract principal for this proposal is **Mr. Paul C. Smith**. Mr. Smith is a founding member and Managing Partner of PDCS, LLC with over **48 years** of experience in the construction industry. The past **30 years** of his experience include building inspections and project management. He will be supported in the daily administration of this project by Mr. Roy Scott Adams, Building Official. Mr. Adams possesses nearly a decade of experience in the building code industry. As a licensed building code administrator, multi-disciplined inspector and multi-disciplined plans examiner he is uniquely qualified to provide the City of Casselberry with exceptional building code service daily.

PDCS maintains an exceptional record of performance and reputation for providing building code administration, inspection and plan review services. Our objective is to provide exceptional building department services to the City of Casselberry thus assisting in creating safe educational, working, and recreational areas in your municipality. A review of our proposed personnel and experience will show the vast multi-disciplinary talent that PDCS will engage to serve the City of Casselberry.

Sincerely,



Paul Smith
Managing Partner
3361 Rouse Rd. Suite 210
Orlando, FL 32817
Phone: 407-277-9795
Cell: 321-303-1319
Email: Psmith@pdcsllc.com

Corporate Background Information

Legal Name: PDCS, LLC
Address: 3361 Rouse Rd. Suite 210 Orlando, FL 32817
Telephone: 407-277-9795

Established: April 7, 2005

Business Structure: Partnership – Limited Liability Corporation/S-Corp

PDCS Authorized Signatory

Name: Paul Smith
Title: Managing Partner
Address: 3361 Rouse Rd. Suite 210 Orlando, FL 32817
Email: psmith@pdcsllc.com
Office Telephone: 407-277-9795 ext 103
Cellphone: 321-303-1319

Description of Firm Services:

PDCS provides building and fire code related services to Central Florida's public entities. These services include all functions of the building department and fire life safety services found in municipal government, educational facilities, and other special jurisdictions located within in Florida. As a sole provider of services to governmental entities we do not have any conflicts of interest with private providers seeking to perform work within your jurisdiction. PDCS' services include building code inspections, building code plan review, building department permit technician services, building code administration, new construction fire plan review/site plans, new construction fire inspections, existing structure (annual) fire inspection services, and fire administration services.

Description of Projects:

In the last 3 years PDCS has provided full building department services to jurisdictions of varying sizes including: City of Debarry, City of Oviedo, City of Orange City, Town of Oakland, Town of Windermere, Brightline Orlando Facilities, Valencia College, Seminole State College, and Lake Sumter State College. Full building department services include building code administration, permit technician services, building code plan



review and inspection services. Additional information regarding these services is provided in Tab B.

PDCS also provided building inspections and plan review services to the following jurisdictions within the last 3 years: Sumter County, the City of Kissimmee, and the University of Central Florida. Within Sumter County PDCS provides all building code plan review and inspections services daily, while providing supplemental plan review and inspection services to the other jurisdictions.

PDCS provides fire plan review and inspection services to multiple jurisdictions during the last three years including: City of Cocoa, City of Palm Bay, City of Oviedo, Sumter County, Valencia College, Seminole State College, Lake Sumter State College and the City of Kissimmee.



Organizational Qualifications and Experience

Firm History

PDCS was established in 2005 by building code professional with a desire to provide quality building department services in Central Florida. We continue to focus on building department services by not providing any engineering or materials testing often provided by other companies. By 2010 PDCS expanded its services to include Fire and Life Safety Department Services. In making municipal code services the priority PDCS developed a comprehensive approach to building department and fire/life safety department services and seamlessly works with the public sector to provide these services to their citizens, developers, and contractors.

PDCS also provides an innovative approach by **not offering Private Provider Services**. By committing to only serving the public sector we eliminate any conflicts of interest that may arise with a current or future contractor or business locating within the City of Casselberry.

Firm Size

PDCS has a staff of 68 full-time and part-time personnel to service our clients. The City of Casselberry will have one PDCS Building Official available daily to complete code administration, plans examination and inspection services for the City. Services will be tailored to the City of Casselberry to provide adequate customer service, timely permit processing, knowledgeable plans examination and prompt inspections services all the while offering fiscally responsible services to the City. PDCS will also perform residential inspection services only on Fridays as requested in the RFP – 2025-1237.

PDCS will also provide additional staff based on building department workload within the City of Casselberry. This additional staff consists of one plans examiner and two inspectors. PDCS has additional staff within the central Florida area which allows us to be uniquely qualified to supplement our staff within the city on short notice.

Capability

PDCS has nearly two decades of experience providing building department services to Central Florida. PDCS is not a national company, we are your local provider of reliable and knowledgeable building code services. Our personnel have decades of experience with building code interpretation in the State of Florida and the unique construction industry that exists in this state. By servicing multiple jurisdictions within central Florida, we are well versed in catering our services to individual jurisdictions. This allows PDCS to provide reliable code services and help municipalities maintain fiscal responsibility for their jurisdictions.



PDCS provides dependable building department services to multiple clients including Oviedo, Orange City, Debary, Kissimmee and Town of Windermere. We also provide fire & life safety services to: Kissimmee, Cocoa and Palm Bay. Our experience with our municipal clients provides understanding on determining when to increase or decrease staff to provide cost-effective but still adequate services, as well as ample experience in residential and commercial construction.

We also provide building department services to multiple educational agencies including: Valencia College, Seminole State College and Lake Sumter State College. Our educational clients provide PDCS with experience in time sensitive projects, large scale commercial construction as well as managing personnel in multiple locations across a large distance.

Innovative Approach

PDCS offers an innovative approach in the building code services industry by **NOT** offering Private Provider Services. PDCS only works with public entities such as municipal governments, educational facilities, and special jurisdictions. This means PDCS will not have any conflict of interest with any business, developer, or contractor seeking to do business within the City of Casselberry. PDCS will never have to recuse itself from building code administration, permitting, plans examination or the inspection process of developments, commercial structures, or housing communities building within the City because it is not a private provider. Thus, making PDCS able to complete any and all quality assurance inspections on all permits with private providers listed within the City of Casselberry.

PDCS' sole focus is on building and fire code services for public entities in Central Florida. PDCS does not provide engineering services, architectural services, material testing or any other field inspection services. Our dedication is to the Florida Building Code and Fire Prevention Code for the State of Florida. PDCS is primarily comprised of licensed building code inspectors, plans examiners, and building code administrators with years of experience in building code services only. PDCS does have one engineer and three registered architects on staff, all of whom only provide building code plans examination services for PDCS and each with many years of dedicated experience with the Florida Building Code. Simply stated PDCS is focused on providing Central Florida solely with quality building code services and will work to ensure the City of Casselberry has safe living, working and recreational environments in its jurisdiction.

Individual Service

PDCS personnel each possess decades of experience in the Florida construction industry and Florida Building Code implementation. All of whom have possessed licenses in building code inspection, plans examination and building code



administration for more than 5 years. This experience solely in providing building code services allows our professionals to provide reliable services to our clients daily.

PDCS will provide individual services tailored to the needs of the City of Casselberry. As requested in RFP-2025-1237, PDCS will provide building official services to the City Monday – Thursday as well as complete residential inspection services on Fridays. Upon implementation of a contract with PDCS workload will be discussed and the need for additional staff will be evaluated. PDCS will also attend any required meetings to ensure the building department continues to run efficiently.



Key Individuals and Qualifications

PDCS employs only state licensed Building Code Administrators, Inspectors, and Plans Examiners with an emphasis on continuing education in their fields of expertise. Our building professionals have many years of experience in building design and the construction industry with various employees having owned or managed businesses in their field of expertise. For this reason we are able to bring to our projects both a breadth and a depth of knowledge that is unique in the industry.

Each individual assigned to work with the City will be properly licensed through the Florida Department of Professional Regulations and possess the necessary skills and experience to perform each assigned service. Each individual will also uphold and comply with the City's regulations/policies and abide by professional and ethical standards of conduct appropriate to their position.

Our staff of sixty-eight employees is currently comprised of numerous Master Code Professionals, Building Code Administrators, Multi License Inspectors and Plans Examiners; in addition, we employ Architects and an Engineer. While each project location has personnel assigned specifically to that location, we encourage staff to call upon others within our organization for help with specific issues with their respective projects. Upon implementation of a contract with the City of Casselberry PDCS will evaluate the adequate team size needed beyond a daily Building Official. All team members proposed in this response are available on day one of implementation to assist the City if needed.

Project Principal/Managing Partner

Paul Smith

Primary Building Official

Roy Scott Adams, CBO

Plans Examiners

Roy Scott Adams, CBO
Marcus Winburn, CBO

Inspectors

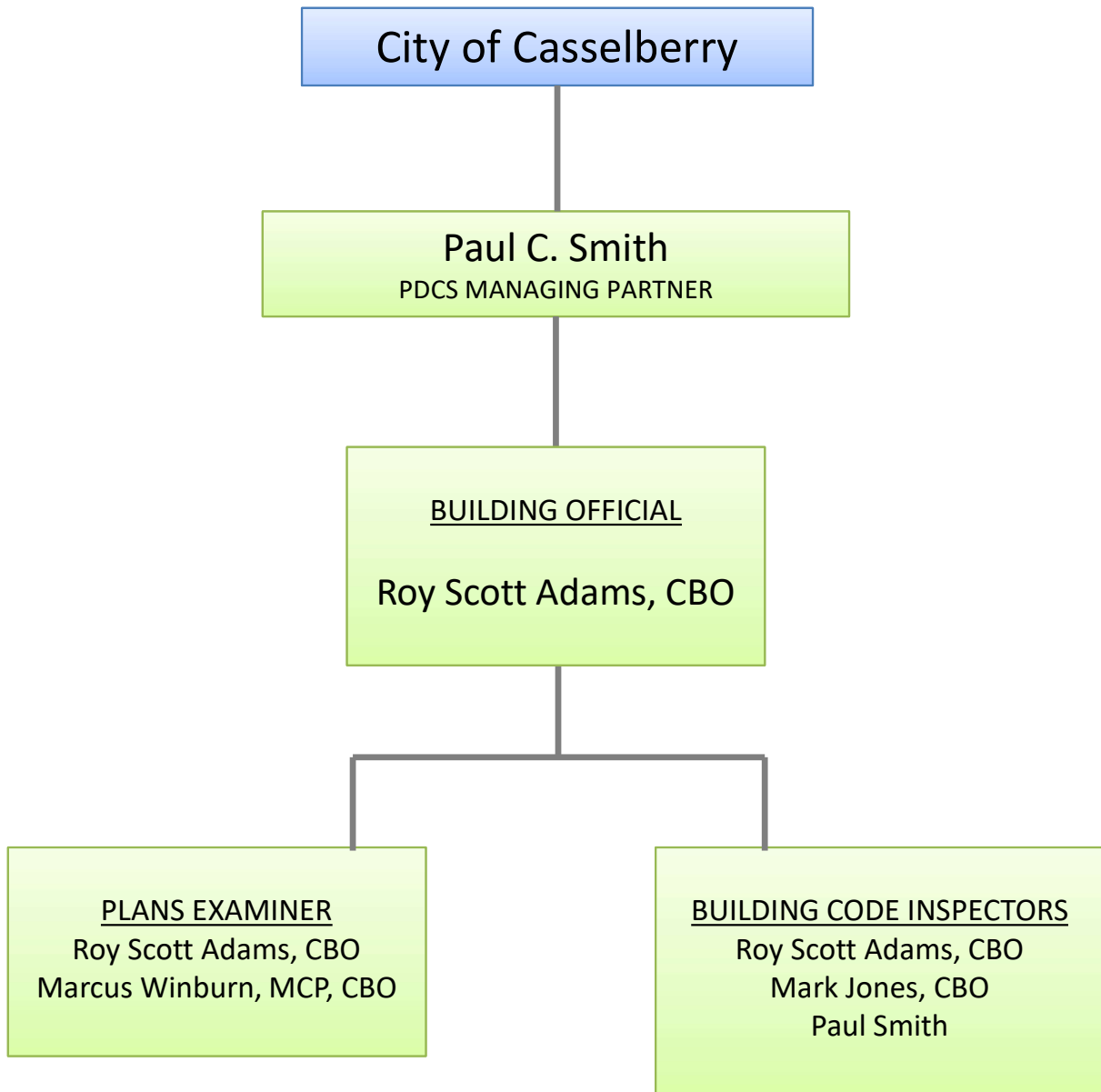
Roy Scott Adams, CBO
Mark Jones, CBO
Paul Smith





Proposed Organizational Chart

Primary Personnel



Additional PDCS Personnel available when necessary



Paul C. Smith

Managing Partner, Authorized Signatory, Building Inspector

Mr. Smith is a founding member of PDCS with **48 years** of experience in the construction industry. The past **30 years** of his experience have been in building inspections. Mr. Smith is the project principal for PDCS and provides supplemental inspection services for PDCS as needed.

Licenses

Standard Inspector • BN2623 • Building

Relevant Experience with PDCS, LLC

Managing Partner, PDCS • April 2005 – Present

Provide project management support to multiple PDCS clients including contract negotiations, personnel changes, Florida Building Code research, Florida Statute Requirements, daily customer service.

University of Central Florida • 2006 – 2023

Mr. Smith provided project management services for PDCS and the University of Central Florida which included daily schedule coordination for the inspectors assigned to the University from PDCS. Mr. Smith also provided daily inspection services to the University of Central Florida on multiple commercial and educational facilities projects for seventeen years. These projects included student housing facilities of varying size, new utility plant for combined heat and power, multi-story research facility including laboratories, classroom building, and parking garages. As a scheduling coordinator Mr. Smith was very aware of the time constraints and deadlines the contractors and University had for project completion and inspections were completed in a timely manner to accommodate these demands.

Brevard Public Schools • 2007 – 2018

Mr. Smith provided project management, scheduling coordinator, and building inspection services to Brevard Public Schools for a decade. As project manager he would ensure adequate personnel were available for inspection services, attend requested meetings, and participate in contract negotiations. With the length of the county and number of campuses, Mr. Smith was very aware of the need for the proper scheduling of inspectors. As scheduling coordinator for Brevard Public School with PDCS he ensured inspections were completed in a timely manner to assist the contractors and the school board meet the hard completion deadlines.

Education

Tampa Technical Institute
St. Petersburg Junior College

Professional Affiliations

Building Official Association of Florida



Roy Scott Adams

Building Official, Plans Examiner, Building Inspector

Mr. Adams possesses over **19 years** of experience in the commercial construction industry, which includes **7 years** of experience in residential and commercial building code inspection and administration services. These years of experience provides Mr. Adams with a vast technical knowledge of the Florida Building Code. Mr. Adams is also familiar with the Citizen Serve software.

Licenses

Building Code Administrator • BU2026

Standard Inspector • BN5222 • Building, Electrical, Mechanical, Plumbing,
Residential, Coastal Construction

Standard Plans Examiner • PX3888 • Building, Electrical, Mechanical, Plumbing

Relevant Experience with PDCS, LLC

Town of Windermere • 2023 - Present

Mr. Adams provides inspection services within the Town of Windermere daily as well as Building Official Services during absence. These inspections include but are not limited to daily roofing, fence, generator installation, electrical panel replacements, residential alterations, and commercial building and mechanical inspections. While onsite Mr. Adams is available to answer any code-related questions for contractors, property owners, and project managers.

Valencia College • 2023 - Present

Mr. Adams provides inspection services for Valencia College at the discretion of the PDCS provided building official for the college. His experience with commercial construction provides him a vast working knowledge of construction procedures, the Florida Building Code, and the Fire Prevention Code. Recently he provided inspections for ADA bathroom renovations at the Winter Park Campus of Valencia College. He coordinated with the contractor to attend a reinspection after deficiencies were found.

Seminole State College • 2023 - Present

Mr. Adams provides as needed inspection services for Seminole State College. He is available for next day inspections when the contractor requests them via PDCS' online building department. He provides supplemental building official services during absence and code compliance inspections for new and existing construction projects at SSC. He also submits all inspection results to the PDCS provided permit technician for record retention.

Professional Affiliations

Building Official Association of Florida



Mark Jones, CBO

Building Inspector

Mr. Jones possesses **25 years** of experience in the construction industry, which includes **22 years** in plan review, inspection and building code services. Prior to employment with PDCS he served as Building Official to the City of Winter Garden. Mr. Jones' extensive knowledge in the building department industry allows him to provide accurate building code administration, plan review and inspection service.

Licenses

Building Code Administrator • BU1629
Standard Inspector • BN3992 • 1&2 Family, Building, Mechanical,
Plumbing
Standard Plans Examiner • PX2017 • Building, Mechanical, and Plumbing

Relevant Experience with PDCS, LLC

Town of Windermere • December 2019 – Present

Mr. Jones provides building code administration, plan review and inspection services for the Town of Windermere daily. These inspections include but are not limited to daily HVAC replacements, fence, and commercial multi-discipline inspections. While onsite Mr. Jones is available to answer code-related questions for contractors and property owners.

City of Brooksville • July 2016 – December 2019

Mr. Jones provided building code administration, plan review and inspection services within the City of Brooksville. Interpret and enforce Florida Building Code through inspections and plan review. Mr. Jones was a liaison between the city officials, property owners, contractors, and project managers regarding permitting matters. Mr. Jones also provided interpretations and enforced the Americans with Disabilities Act requirements for an office building located with the city. He worked with the property owners, design professionals and the city administration to bring the building into compliance.

Hernando County School Board • July 2016 – December 2019

Mr. Jones provided building code administration, plan review and inspection services for Hernando County School District. As the building code administrator, he would interpret and enforce the Florida Building Code, Florida Fire Prevention Code, SREF requirements, and other required statutes. He would ensure that all submitted documents were approved by each department (fire, building, facilities) prior to issuance of permit.

Education

Mid Florida Tech
Valencia College

Professional Affiliations

Building Official Association of Florida



Marcus Winburn

Plans Examiner

Mr. Winburn has provided quality building plans examination for the past seven years throughout the central Florida area. He has worked with numerous jurisdiction and brings a breadth of Florida Building Code knowledge to his projects.

Licenses

Building Code Administrator • BU2122

Standard Inspector • BN7433 • Building, Electrical, Mechanical, Plumbing,
Residential, Coastal Construction

Standard Plans Examiner • PX4177 • Building, Electrical, Mechanical,
Plumbing

Relevant Experience with PDCS, LLC

Town of Windermere • 2022 – 2024

Mr. Winburn provides plans examination services to the Town of Windermere. Mr. Winburn receives all of his plan review documentation from PDCS online building department and communicates on a daily basis with the PDCS provided permit technician. He reviews residential construction and commercial renovations as needed for the Town. He works closely with contractors and design professionals to resolve any code deficiencies found during the plan review process. Once all comments are addressed he provides approval stamps for plans so the permitting process may continue.

Valencia College • 2022 – 2024

Mr. Winburn provides plans examination services to Valencia College on an as needed basis. He is available daily to review documents for HVAC replacements, classroom renovations, and new facility construction. He maintains written records of this reviews and provides the approvals or comments to the PDCS permit technician for the College. He is available to answer question from design professionals, contractors, and the College administration as needed.

Relevant Experience prior to PDCS, LLC

City of West Melbourne • 2021 – 2020

Building Inspector III/Plans Examiner III

Levy County Building Department • 2020 – 2021

Senior Building Inspector/ Plans Examiner

Alachua County Building Department • 2019 – 2020

Plans Examiner

Hardee County Building Department • 2018 – 2019

Building Inspector

Professional Affiliations

Building Official Association of Florida

International Code Council



Primary Personnel Work Tasks and Availability

Project Principal

Paul Smith, Managing Partner

Mr. Smith will be available for contract administration and implementation. As a founding member of PDCS his vast knowledge in contract management, project implementation, and continually management of services make him uniquely qualified to assist the City of Casselberry. Mr. Smith will communicate regularly with the PDCS Building Official regarding the staffing needs in the City of Casselberry to ensure that all permitting, plans examination and inspections are completed in a prompt, professional and knowledgeable manner. Mr. Smith may also assist the City from time to time with building inspections services if work load demands additional support.

Building Official

R. Scott Adams, Building Code Administrator

Mr. Adams will be onsite daily to complete building code administration, plans examination and inspections services for the City of Casselberry. Mr. Adams will also be available via a PDCS provided cell phone and email to communicate with the Building Permitting Manager, City of Casselberry officials, and permit applicants. The City of Casselberry will be his primary responsibility upon implementation of the contract. Mr. Adams will also complete residential inspection services each Friday when the Building Department office is closed. Mr. Adams, may at times, assign additional staff if needed to provide the City of Casselberry with reliable and efficient services.

Building Inspectors

Mark Jones, Building Code Administrator

Mr. Jones will be available as needed to the City of Casselberry to assist Mr. Adams with inspections services. Mr. Jones will also be available to provide Building Official services if unexpected or extended absence make the primary building official unavailable. During as needed services Mr. Jones will be available via PDCS provided cell phone or email to maintain continuous communication with the Building Official, Casselberry staff, and contractors/citizens requiring inspections. Mr. Jones may at times provide plans examination service for the City of Casselberry if the workload demands support.

Plans Examiner

Marcus Winburn, Plans Examiner

Mr. Winburn will be available as needed to the City of Casselberry to complete remote plans examination if deemed necessary. Upon notification from the PDCS Building Official, Mr. Winburn is available on a weekly basis to assist with plan review back log if needed.

Additional Staff

PDCS Licensed Professionals

Upon implementation, if it is deemed necessary to utilize more personnel than provided in the response to RFP-2025-1237 PDCS will increase the available staff for the City. PDCS' main office is located in Orlando, FL with many of our staff located in Orange, Seminole and Volusia County's that can easily assist the City with building department services. PDCS will provide resumes to the city for any additional staff prior to assignment.



Litigation

PDCS, LLC has not had any litigation or sanctions brought against it in the past five (5) years relating to the type of professional services being requested for this project.

PDCS, LLC does not have any Lost/Canceled Accounts within the last five (5) years for dissolution or nonrenewal.



Financial Capacity

Per Florida Statute 119.071(4)(c) any financial statement required in the bidding process is exempt from public record. Due to the confidential nature PDCS requests that all financial information be removed for public records requests.

Financial statements are uploaded in a separate document as requested in RFP-2025-1237

Contact Person

Paul Smith, Managing Partner
3361 Rouse Rd. Suite 210
Orlando, FL 32817
Phone: 407-277-9795
Fax: 407-277-6863
Email: psmith@pdcsllc.com



Tab B

Similar Projects, Past Performance



Past Performance – Similar Projects
Reference Form

Past Performance – Similar Projects

Through our comprehensive approach, PDCS can offer its clients a full range of Building Code Administration, Plan Review, and Inspection Services. Utilizing a team of trained and certified professionals, we can provide the necessary services to ensure compliance with all relevant codes and state statutes.

PDCS utilizes highly qualified staff with decades of experience as inspectors, plans examiners and building officials, often employing individuals with multiple licenses. Our field staff and office personnel understand the unique scheduling needs of the construction and inspection industries and are always focused on helping our clients solve the complex problems that are inevitable when providing inspection services.

1. City of Orange City

Reference Contact Information

Becky Mendez
Development Services Director
205 E. Graves Ave.
Orange City, FL 32763
Telephone: 386-775-5415
Email: bmendez@ourorangecity.com

Project Duration

2017 – Present

Project Personnel

G. Pereno	Building Official	O. South	Building Inspector
D. Greene	Building Inspector	D. Talley	Permit Technician
J. Williams	Building Inspector	L. Gonzalez	Permit Technician

Project Overview

PDCS provides full-building department services to the City of Orange City. PDCS provides a full-time building code administrator, two full time permit technicians, three full time building inspectors for the City. All staff is onsite daily to perform permitting, answer questions, complete plan review, and provide inspection services.

PDCS has served the City of Orange City for seven years. The majority of the work is performed onsite in the city however large commercial projects may be sent to PDCS main office in Orlando to be reviewed by our on staff architect if deemed necessary.

PDCS receives permit applications, plan review and inspection requests from citizens and contractors at the building department office located in Orange City's



City Hall. PDCS trained and employed permit technicians currently utilize the onsite permitting system provided by the City and process the permit application and all other required information before issuing a permit.

PDCS also performs the building code plan review for the City of Orange City including but not limited to the following types of projects: commercial renovations, strip malls, new commercial buildings, as well as countless single family dwellings. The plan review process typically takes 7-10 business days for residential plans which are reviewed onsite by PDCS. While large scale commercial plan review may take additional time for the building code plan review process. These time frames do not include the planning/development, zoning, or fire review stages that may be required.

Once the permit is issued the inspection process may begin. PDCS performs all inspections for the City of Orange City Building Department. Inspections that are requested by 3:30pm each day are assigned and carried out the following business day. PDCS does not make it a habit of “rolling” inspections beyond 24 hours.

2. City of Oviedo

Reference Contact Information

Bryan Cobb
City Manager
400 Alexandria Blvd
Oviedo, FL 32765
Telephone: 407-971-5506
Email: bcobb@cityofoviedo.net

Project Duration

2010 - Present

Project Personnel

R. Reading	Building Official	V. Gray	Permit Technician
R. Scott Adams	Building Inspector	T. Sirls	Permit Technician
J Desmet	Building Inspector	G. Villella	Fire Inspector
J. Myers	Building Inspector	M. Watts	Fire Inspector
T. Gibson	Building Inspector	B. Pettingill	Fire Plans Examiners
M. Senior	Permit Technician		

Project Overview

PDCS provides a full-service building department for the City of Oviedo. PDCS supplies the city with a full time building official, plan reviewer, three inspectors and three permit technicians. All staff is onsite in the City of Oviedo to answer



questions that may arise, schedule emergency inspections, and educate the public regarding code compliance.

PDCS has served the city for fourteen years and has drastically changed the customer service levels of the building department. Prior to PDCS handling the building department the city was constantly flooded with complaints about staff and their code compliance decisions. Since PDCS began servicing the city the complaints pertaining to the building department have dramatically decreased.

In 2022 PDCS began providing fire plan review and inspection services to the City of Oviedo. PDCS performs the New Construction Fire Plan Review as well as Fire Inspections on new commercial projects located within the city. Due to the satisfaction with PDCS' service the City of Oviedo requested PDCS provide annual fire inspection services for the city as well. PDCS provides a full-time annual fire inspector to the city to complete annual life safety inspections daily.

PDCS receives permit applications, plan review and inspection requests from citizens and contractors at the City Hall Annex Building located in the City of Oviedo. PDCS trained and employed permit technicians utilize the Naviline permitting system provided by the City and process the permit application and all other required information before issuing a permit.

PDCS then performs the building code plan review for the City of Oviedo. The plan review process typically takes 3 to 4 business days for residential plans and 7 to 10 business days for commercial plans. These time frames do not include the planning/development, zoning, or fire review stages that may be required.

Once the permit is issued the inspection process may begin. PDCS performs all inspections for the City of Oviedo Building Department. Inspections that are requested by 3:30pm each day are assigned and carried out the following business day. PDCS does not make it a habit of "rolling" inspections beyond 24 hours.

3. Town of Windermere

Reference Contact Information

Robert Smith
Town Manager
614 Main St.
Windermere, FL 34786
Telephone: (407) 876-2563 x 5324
Email: rsmith@town.windermere.fl.us

Project Duration

2014 – Present



Project Personnel

M. Jones	Building Official
M. Winburn	Plans Examiner
R. Scott Adams	Building Inspector
D. Powell	Permit Technician

Project Overview

PDCS provides a full-service building department to the Town of Windermere. PDCS supplies the town daily with a building official, plan reviewer, inspector, and permit technician. All staff is available to answer questions that may arise, schedule emergency inspections, and educate the public regarding code compliance.

PDCS receives all permit applications electronically either submitted through our website or email. Once the permit technician receives all required documents projects are sent for plan review. All documents are stored on a cloud based system as requested by the Town of Windermere.

PDCS then performs the building code plan review for the Town of Windermere including but not limited to the following types of projects: commercial renovations, residential renovations, and numerous oversized single family dwellings. The plan review process typically takes 5-7 business days for residential plans which are reviewed by PDCS staff. While some large scale commercial plan review is completed by our on staff architect at the PDCS main office and may take additional time. These time frames do not include the planning/development, zoning, or fire review stages that may be required.

Once the permit is issued the inspection process may begin. PDCS performs all inspections for the Town of Windermere. Inspections that are requested by 4:00pm each day are assigned and carried out the following business day. PDCS does not make it a habit of “rolling” inspections beyond 24 hours.

4. City of Debary

Reference Contact Information

Carmen Rosamonda
City Manager
16 Columba Road
DeBary, FL 32713-3264
Telephone: 386.601.0218
Email: crosamonda@debary.org

Project Duration

2007 – Present



Project Personnel

M. Grenier	Building Official	B. Wilburth	Building Inspector
M. Dauns	Plans Examiner	E. Smith	Permit Technician
R. Scott Adams	Building Inspector	A. Bland	Permit Technician
R. Platt	Building Inspector		

Project Overview

PDCS provides a full-service building department to the City of DeBary. PDCS provides a full-time building official, two full time permit technicians, two full time inspectors and a supplemental plans examiner. All staff are on site daily to assist the general public in obtaining the appropriate permit, answering code compliance questions, and conduct inspection and plan review services.

PDCS has served the city for over 17 years. The majority of work is conducted by the full time staff provided however some larger projects may be assigned to other PDCS staff in order to expedite the plan review or inspection process. Inspections received by the building department are assigned to an inspector and completed the next business day.

PDCS receives permit applications, plan review and inspection requests from citizens and contractors at the City Hall located in the City of DeBary. PDCS trained and employed permit technicians currently utilize the Citizen Serve software provided by the City. This software is used to process applications, complete plan review, issue permits, schedule inspections and upload results daily by PDCS personnel.

PDCS then performs the building code plan review for the City of DeBary. The plan review process typically takes 3 to 5 business days for residential plans which are reviewed both onsite and remotely by PDCS. PDCS plans examiners use the Citizen Serve software to provide plan review comments, notate deficiencies, communicate between department reviews, and to process approvals. While large scale commercial plan review is completed by our on-staff architect at the PDCS main office and may take additional time. These time frames do not include the planning/development, zoning, or fire review stages that may be required.

Once the permit is issued the inspection process may begin. PDCS performs all inspections for the City of DeBary Building Department. Inspections that are requested by 3:30pm each day are assigned and carried out the following business day. PDCS does not make it a habit of “rolling” inspections beyond 24 hours



5. Valencia College

Reference Contact Information

Bareaa Darkhabani
Director of Facilities
800 South Kirkman Rd., Bldg 14
Orlando, FL 32811
Telephone: 407-582-1499
Email: bdarkhabani@valenciacollege.edu

Project Duration

2005 – Present

Project Personnel

M Jones	Building Official
R. Scott Adams	Building Inspector
D. Powell	Permit Technician

Project Overview

PDCS has served Valencia College since 2005 and continues this partnership today. PDCS provides full building department services including building official, permitting, along with inspection and plan review services to Valencia College. PDCS also partners to provide fire and life safety plan review and inspections for the new construction projects.

All five campuses of Valencia are inspected by PDCS personnel. Services also include ensuring contractors are licensed to perform work, placing stop work orders when needed, confirming work is performed with a building permit, and all state, county and educational facility codes and safety regulations (SREF) are adhered to.

The building department for Valencia College operates from the main office of PDCS due to the extensive amount of campus locations in the Central Florida area. This provides a centralized area for the building official and permitting staff while still maintaining an effective building department.

6. Sumter County

Reference Contact Information

Jeanette Keller
Building Official
7375 Powell Ave.
Wildwood, FL 34785
Telephone: 352.689.4477
Email: jeanette.keller@sumtercountyfl.gov



Project Duration

2006 - Present

Project Overview

PDCS provides all commercial and residential inspection and plan review services to the county. As well as all New Construction fire plan review and fire inspection services. The county maintains its own building official and permit technicians while PDCS seamlessly provides inspectors and plan review personnel. All staff is onsite in Sumter County to answer questions that may arise, schedule emergency inspections, and educate the public regarding code compliance.

PDCS has served the county since 2006. Originally PDCS handled only commercial inspection and plan review services but due to satisfaction with the service provided all inspections and plan review were assigned to PDCS as of October 2013. All inspections are recorded on the county provided forms and entered into their electronic records by PDCS staff. Our personnel include eighteen full-time inspectors, four full time plan reviewers and one part time as needed plans examiner. Additional staff is made available to the County during high volume periods or to cover the absence of a PDCS employee.

PDCS performs the building code plan review for Sumter County including but not limited to the following types of projects: hospital renovations, retirement facilities, urgent care, as well as countless single family dwellings. The plan review process typically takes 7-10 business days for residential plans which are reviewed by PDCS staff onsite. While large scale commercial plan review may take additional time to complete. These time frames do not include the planning/development, zoning, or fire review stages that may be required.

Once the permit is issued the inspection process may begin. PDCS performs all the inspections for Sumter County. Inspections that are requested by 3:30pm each day are assigned and carried out the following business day. PDCS does not make it a habit of “rolling” inspections beyond 24 hours.



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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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 Proposer's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:	
Project Name: City of Orange City	
Type of Project/Service: Building Official Services, Inspection, Plans Examination and Permitting	
Address: 205 E Graves Ave, Orange City, FL 32763	
Contracting Agency/Client: City of Orange City	
Contact Name and Phone #: Becky Mendez, Development Services Director - 386-775-5415	
Contact Email Address and Fax #: bmendez@orangecityfl.gov Fax: (386) 775-5416	
Contract Amount: \$700,000 annual	Date Work Performed: 2017 - Present
Project #2:	
Project Name: City of Oviedo	
Type of Project/Service: Building Official Services, Inspection, Plans Examination and Permitting - Addl Fire Services	
Address: 400 Alexandria Blvd, Oviedo, FL 32765	
Contracting Agency/Client: City of Oviedo	
Contact Name and Phone #: Bryan Cobb, City Manager - Phone: (407) 971-5506	
Contact Email Address and Fax #: bcobb@cityofoviedo.net Fax: (407) 971-5803	
Contract Amount: \$750,000 annual	Date Work Performed: 2010 - Present
Project #3:	
Project Name: Town of Windermere	
Type of Project/Service: Building Official Services, Inspection, Plans Examination and Permitting	
Address: 614 Main St, Windermere, FL 34786	
Contracting Agency/Client: Town of Windermere	
Contact Name and Phone #: Robert Smith, Town Manager - Phone: (407) 876-2563 x 5324	
Contact Email Address and Fax #: rsmith@town.windermere.fl.us Fax: 407-876-0103	
Contract Amount: \$180,000 annual	Date Work Performed: 2014 - Present
Project #4:	
Project Name: City of DeBary	
Type of Project/Service: Building Official Services, Inspection, Plans Examination and Permitting	
Address: 16 Colomba Rd, DeBary, FL 32713	
Contracting Agency/Client: City of DeBary	
Contact Name and Phone #: Carmen Rosamonda, City Manager - Phone: (386) 601-0238	
Contact Email Address and Fax #: crosamonda@debary.org Fax: (386) 668-4122	
Contract Amount: \$870,000 annual	Date Work Performed: 2007 - Present
Project #5:	
Project Name: Valencia College	
Type of Project/Service: Building Official Services, Inspection, Plans Examination and Permitting - Addl Fire Services	
Address: 800 South Kirkman Rd, Bldg 14, Orlando, FL 32811	
Contracting Agency/Client: Valencia College	
Contact Name and Phone #: Bareaa Darkhabani, Director of Facilities - Phone: (407) 582-1499	
Contact Email Address and Fax #: bdarkhabani@valenciacollege.edu - Fax: (NA)	
Contract Amount: \$40,000 annual	Date Work Performed: 2005- Present

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

Tab C

Project Approach/Work Plan



Project Understanding
Proposed Methodology
Implementation

Project Approach/ Work Plan

Project Understanding

PDCS understands that the City of Casselberry intends to contract with a qualified firm to supply continuing Building Official Services to support the City of Casselberry's building department. PDCS proposes the following services to the City of Casselberry as requested in RFQ – 2025 - 1237:

Building Code Administrator (Building Official)	Onsite Daily
Building Plans Examiner	Onsite As Needed
Building Inspector	Onsite As Needed

PDCS further understands that we will act as representative of the City by providing these services to developers, builders, and citizens within the City of Casselberry. Due to PDCS' innovative approach in providing building and fire code services only to municipalities, educational facilities and special jurisdictions within Central Florida we eliminate all conflicts of interest with these developers or builders. **Simply stated PDCS does NOT offer private provider services.** This unique approach makes PDCS a reliable choice for Building Code Administration services for Florida's Public Entities.

In addition, PDCS will supply the City with any necessary Building Department support through supplemental personnel for the following services plans examination and inspections. Supplemental personnel will only be utilized during times with high workload when these services cannot adequately be provide solely by the designated Building Official. All personnel provided by PDCS will seamlessly work with the City of Casselberry's personnel in the building department and other departments as necessary.

Each individual assigned to work with the City will be properly licensed through the Florida Department of Professional Regulations and possess the necessary skills and experience to perform each assigned service. Each individual will also uphold and comply with the City's regulations and policies and abide by professional and ethical standards of conduct appropriate to their position. All PDCS personnel will also continue to have background checks, drug screening and work authorization verification completed prior to placement in the City of Casselberry.



PDCS Responsibilities

PDCS understands that upon selection as a contract service provider, we will be responsible for the following:

1. PDCS will provide a qualified building code administrator on a daily basis and supplemental personnel on an as needed basis for prompt and reliable professional services.
2. PDCS will conduct inspections and review all construction documents and building permit submittals for compliance with the Florida Building Code, City Ordinances, and any other required regulations.
3. PDCS will provide inspections on all residential, commercial and other property designations that receive a building permit through the City of Casselberry.
4. PDCS will be available daily to provide direct assistance to the public and city personnel for building code related questions including interpretations, plans examination issues, as well as inspection procedure and results. As well as meeting with contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns as they relate to the plan review or inspection duties, including providing guidance on applications for permits, plans review and inspections.
5. PDCS will maintain continual communication with the Building Service Coordinator regarding inspection requests, delays, deficiencies, and results. If necessary, this constant communication will be extended to outside departments such as the Development Services Manager and Community Development Director.
6. PDCS will perform inspections and investigations in a timely, courteous and thorough manner within the City's jurisdiction for compliance with the Florida Building Code, Casselberry Ordinances and permitted plans, product approvals, and specifications. Research inspection history and respond to inquiries related to inspections. As well as result inspections utilizing Citizen Serve software daily and preparing additional written reports when necessary.
7. PDCS will review residential and commercial building construction plans for adherence to the local, state, and federal requirements including but not limited to the Florida Building Code and the City of Casselberry Ordinances.
8. PDCS will maintain professional and concise direction, assistance, and communication with other city divisions and departments as necessary for building code administration, plans examination and inspections services.



9. PDCS will provide courteous and knowledgeable assistance to the public regarding building code related services. This communication will be maintained in person, via email and/or by phone to maintain a functional and customer friendly building department.
10. PDCS personnel are available by cell phone and email continuously throughout the workday. A PDCS provided building official will be accessible via phone for emergency situations after hours if necessary.
11. PDCS will provide residential inspection services on Fridays per the City of Casselberry's request. These services will include but not be limited to roofs, doors, windows and electrical etc as provided in RFP – 2025-1237.
12. PDCS will maintain efficient turn-around times for plans examination services for residential and commercial projects. During the plan review process PDCS will provide timely customer service regarding plan review questions, comments, deficiencies and approvals with the applicants, Building Permitting Manager and, when necessary, Community Development Director.
13. PDCS will establish and maintain effective working relationships with departmental officials, other municipal employees, professional groups, regional, state and Federal Planning and Developing agencies and the public.
14. Perform other duties that are related or incidental to primary responsibilities of plan examiners, inspectors and building code enforcement that the City may from time to time assign.
15. Building Official may be required to attend meetings such as Development Review meetings or to provide professional consultation to City officials and staff in connection with the assigned work or related projects.
16. Provide damage assessment services, FEMA reports, disaster preventative measures and post disaster services including mapping. Respond to accident scenes on an around-the-clock basis.

Proposed Methodology

PDCS will provide experienced knowledgeable staff for the services outlined in this proposal. Properly licensed staff will be assigned to ensure that an effective and appropriate service is provided. PDCS will provide daily onsite Building Official Services as requested and offer supplemental plan review and inspections personnel as needed to maintain a proper level of service.

PDCS believes in seamlessly providing building department services for our municipal clients. Throughout the course of two decades, we have been able to tailor our services to each municipality we service to suit their precise needs. PDCS will bring this flexibility to the City of Casselberry by integrating our experienced personnel with



your existing department. PDCS will utilize the City's existing software system (Citizen Serve) as requested in RFP-2025-1237 to complete plan review as well as result inspections daily.

PDCS will build a strong working relationship with the City and, as such, we propose that our management staff meet with the City on a quarterly basis to review operation and performance standards. Our relationship with the City shall be open and forthright. PDCS proposes to have an onsite building official remain as part of the management staff; therefore allowing direct communication for customer complaint resolutions. This direct communication system provides the most effective resolutions and enhances relationships with customers.

Building Official Services

PDCS proposes a building official to be onsite daily for operation management. The management team supervise all aspects of the operation to ensure prompt customer service, complaint resolution, general employee performance, coordination with the City and smooth department operation. All typical duties of a building official shall be provided such as code interpretation, review and maintenance of building department forms, assign inspections, department adherence to changing State Statutes/Florida Building Codes and review of employee work product. The Building Official will also coordinate between departments when necessary for building permit processing. In addition, the building official will provide plans examination services and inspection services to the City of Casselberry.

Plans Examining

PDCS' provided building official will provide plan review services for the City of Casselberry and supplemental personnel when requested by the PDCS provided Building Official or the City of Casselberry. Plans examiners shall review applications and documents on a first come first serve basis. However, efforts shall be made to review the smaller applications to speed completion of the reviews to prevent a back-up of work load.

Plans examiners will review plans for compliance with adopted local, state and federal codes, ordinances, policies and regulations. They will also ensure work is completed by a properly licensed contractor, if necessary. Appropriate fees shall be calculated and any comments generated shall be entered into the City's Citizen Serve software program.

Plans examiners shall remain available to applicants, citizens and designers to answer code compliance and design criteria questions. As well as providing technical assistance to building inspectors when necessary. Completed reviews shall be given to permitting for processing.



Sample Service Levels for Plan Review:

The table below is a brief example of the maximum number of working days for plan review. Service level time is directly affected by the size of a project does not include review time for other departments (fire, zoning, etc.).

Permit Application Type	Maximum # of working days
Commercial Plan Review	≤ 21
New Single Family Residence	≤ 21
Residential Alteration	≤ 14
In-ground Pool/Spa	≤ 14
Accessory Structure	≤ 7
Sign Wall or Monument	≤ 7
Tent/canopy	≤ 5
Windows/Doors	≤ 4
Residential Fence	≤ 3
Electrical Low Voltage	≤ 1

Inspection

PDCS' proposed Building Official may perform inspections when necessary and will work with the inspection staff provided by the City of Casselberry. PDCS understand the City Office operate Monday – Thursday each week and PDCS will be responsible to provide residential inspection services on Fridays when City Offices are typically closed. PDCS also offers supplemental inspectors when necessary for high demand times within the city or to offset municipal staff absences.

PDCS Building Official will coordinate daily with the Building Permitting Manager regarding inspection scheduling. Each inspector shall review the assignments and research the inspection history through the Citizen Serve system for consistency.

Inspectors are provided with cell phones by PDCS to enhance communications with the contractors, citizens, architects and the City of Casselberry. Inspections will be conducted with due care with respect to the Florida Building Codes, appropriate local ordinances, policies and regulations. Inspection results and comments will be entered into the City's Citizen Serve software system after completion. PDCS does not make a habit of "rolling" inspections beyond 24 hours.

Emergency and Disaster Response Services

PDCS offer disaster response services including participating in disaster prevention planning meetings. For post-disaster, PDCS shall conduct damage assessments and prepare FEMA reports and associated documents immediately after direction by the City of Casselberry's Emergency Operations Center (EOC). PDCS personnel will



meet with FEMA representatives, identify and map damaged locations for the City as well as provide additional staff if needed.

PDCS will also respond to fire and accident scenes to assess structural damage. An inspector or building official shall be available on a 24 hour basis for this service.

Implementation

PDCS will work closely with the City of Casselberry to ensure a smooth transition of Building Official Services. A meeting prior to the official contract start date may be required to discuss the transition of services from the City or a current contractor. This will allow PDCS to seamlessly provide code administration services beginning on day one of contract implementation. PDCS will tailor the building official's hours based on the City of Casselberry's need as well as all other building code services.



Tab D

RFP Required Forms



Insurance Certificate
Conflict of Interest/Non-Collusion
Addendum Receipt Acknowledgement Certification
Drug Free Workplace Certification
Organizational Information (Authorized Signatories)
References
Subcontractors
Scrutinized Companies Certification
Proof of Licenses/Certification
Local Business Tax Receipt
PDCS W9 – Tax Identification Number (TIN)



REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "A"
Insurance Requirements

A. Insurance. The successful Proposal/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 Proposer/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 Proposer/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
Professional Liability (errors and omissions)	\$500,000.00
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 Proposer/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 Proposer/Contractor and/or subcontractor shall provide the City's Procurement and Contract 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,
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 PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

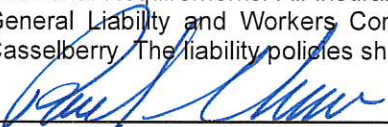
Due Date: Thursday, November 14, 2024

City of Casselberry
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 AND CONTRACT MANAGEMENT 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 Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Proposer/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 Proposer/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 Proposer/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

Paul Smith

Typed Name of AUTHORIZED SIGNATORY

Managing Partner

Title

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



PDCSLLC-01

PPRICE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2024

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 Norton Agency Insurance 434 Green Street, NE Gainesville, GA 30501	CONTACT NAME:		
	PHONE (A/C, No, Ext): (770) 535-6100	FAX (A/C, No): (770) 297-4883	
	E-MAIL ADDRESS: certificates@nortoninsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Southern-Owners Insurance Company		10190
	INSURER B: Hartford Casualty Insurance Company		29424
	INSURER C: Gemini Insurance Company		10833
	INSURER D:		
	INSURER E:		
	INSURER F:		

INSURED

PDCS, LLC
3361 Rouse Rd., Ste 210
Orlando, FL 32817

COVERAGES

CERTIFICATE NUMBER:

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 ☐ PROJECT ☐ LOC OTHER: General Aggregate	X	X	80941815	3/16/2024	3/16/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	80941815	3/16/2024	3/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	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	N / A	20WECAC8HJY	5/30/2024	5/30/2025	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional E&O			VPPL020483	3/16/2024	3/16/2025	Aggregate limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Form 55300 0705 Commercial General Liability Coverage Form
Form 55372 0107 Blanket Additional Insured Exclusion - Products-Completed Operations
Form WC 00 03 13 Waiver of our Right to Recover from Others Endorsement

CERTIFICATE HOLDER

CANCELLATION

For Evidence of Insurance Only

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

Michael Mellars

REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "B"
Conflict of Interest Statement

- A. This sworn statement is submitted with Proposal/ITN, or Contract Number RFP-2025-1237, titled Building Official Services.

This sworn statement is submitted by PDCS, LLC whose business address is _____

[Name of entity submitting sworn statement]
3361 Rouse Rd. Suite 210 Orlando, FL 32817 and (if applicable) its
Federal
Employer Identification Number (FEIN) is 01-0834165 of the individual signing this sworn statement:

My name is Paul Smith and my relationship to the above entity is
Managing Partner

[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFP # RFP-2025-1237 for Building Official Services 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.

REQUEST FOR PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

Due Date: Thursday, November 14, 2024

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

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

Paul Smith

Typed Name of AUTHORIZED SIGNATORY

Managing Partner

Title

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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):

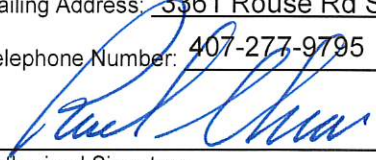
Addendum No. <u>1</u>	Dated: <u>10/22/2024</u>
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

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: PDCS, LLC

Mailing Address: 3361 Rouse Rd Suite 210 Orlando, FL 32817

Telephone Number: 407-277-9795 Fax Number: 407-277-6863 E-mail Address: psmith@pdcsllc.com

	<u>Paul Smith</u>	FEIN: <u>01-0834165</u>
Authorized Signature	Printed Name	
<u>Managing Partner</u>	<u>11/13/2024</u>	
Title	Date	

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

RFP-2025-1237 Building Official Services

Addendum No. 1

DATE: October 22, 2024
TO: All Bidders/Proposers
FROM: Procurement and Contract Management
City of Casselberry Procurement Division
SUBJECT: RFP-2025-1237 Building Official Services

This addendum is issued to provide additional information, clarification, corrections, additions, deletions and/or answers to questions concerning the above referenced solicitation. All information provided in this addendum is incorporated into the solicitation document as set forth therein. All other parts of the solicitation have been maintained as originally distributed. This addendum supersedes any verbal and/or other instructions given to any bidder/proposer qualified to respond pursuant to the requirements set forth in the solicitation document.

I. DUE DATE

This Addendum **does not** change the solicitation due date. **As such, the solicitation response is due no later than Thursday, November 14, 2024, before 2:00 p.m.**

II. QUESTIONS AND ANSWERS (Q&A)

The City has received the following question(s) concerning the solicitation:

Q1: Is the CBO required to be onsite and if so full time? Or is a remote position a possibility with this contract?

A1: Please submit your proposal for the position to be onsite and remote/telework can be discussed if awarded.

Q2: Are plan review personnel required to be onsite?

A2: Please submit your proposal for the positions to be onsite and remote/telework can be discussed if awarded.

a. If onsite review is required is media and technology required for plan review provided. i.e., monitors, computers, review software, etc. **The City will provide any equipment and/or technology that is required.**

Q3: Are the required filed electronics and software required for inspection staff provided by the City?

A3: The City will provide any equipment and/or technology that is required.

Q4: Exhibit 1, page 47, item 11 mentions 1 inspector available on Fridays for residential inspections. Is there a requirement for number of inspectors assigned to jurisdiction for other days?

A4: At this time the City only needs one inspector on Fridays for residential inspections.

RFP-2025-1237 Building Official Services

Addendum No. 1

Q5: Is there a requirement to attend site development review meetings or Planning and Zoning review hearings?

A5: ***At this time that has not been included. If it is something your firm can provide, please provide that information as "additional information".***

Q6: **Communication Protocols:** What are the preferred communication protocols between the CBO, plan review personnel, and City officials? Are there any specific tools or platforms that should be used for communication?

A6: If awarded, the firm will communicate primary with Community Development staff. Communication can be completed via phone, email or our current software Citizenserve. The firm shall only communicate with City officials upon request by the Community Development Department.

Q7: **Emergency Response:** What are the expectations for the CBO and inspection staff in terms of emergency response? Are there any specific procedures or protocols that need to be followed in case of an emergency?

A7: We request the firm be available for emergency response. Details can be discussed once awarded.

Q8: **Technology Integration:** Are there any specific technology platforms or systems that the CBO and inspection staff need to integrate with? If so, what are the expectations in terms of technology integration and usage?

A8: If awarded, the CBO and inspection staff will need to integrate with Citizenserve, training will be provided once your firm has been selected.

III. **CHANGES, ADDITIONS AND/OR CLARIFICATIONS**

N/A

CLARIFICATIONS:

N/A

IV. **SIGN-IN SHEET**

N/A

V. **ATTACHMENTS**

N/A

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

RFP-2025-1237 Building Official Services

Addendum No. 1

Respondents must acknowledge receipt of this Addendum by signing this form below and returning it to the Procurement Division prior to the hour and date specified for receipt of bids/proposals or by including this Addendum with your submittal. Failure to comply may result in disqualification of your response.

Acknowledgment is hereby made of Addendum.

PDCS, LLC

Name of Firm/Company

psmith@pdcsllc.com

Contact Email

3361 Rouse Rd. Suite 210

Street Address

Orlando, FL 32817

City, State, Zip Code

407-277-9795

Telephone Number

407-277-6863

Fax Number

Paul Smith

Authorized Person Printed Name

Managing Partner

Authorized Person Title



Authorized Person Signature

11/13/2024

Date of Signature

REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

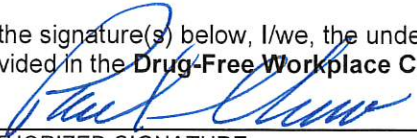
Attachment "D"
Drug-Free Workplace Certification

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

Paul Smith

Typed Name of AUTHORIZED SIGNATORY

Managing Partner

Title

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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.

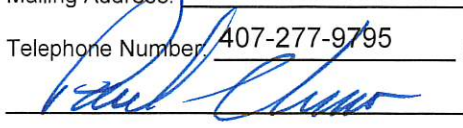
TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
☐	Corporation	☒	Partnership	☐	Non-Profit
☐	Joint Venture	☐	Sole Proprietorship	☐	Other (Please specify)
State of Incorporation		Florida			
Principal Place of Business (Enter Address)		3361 Rouse Rd, Suite 210 Orlando, FL 32817			
Federal I.D. Number		01-0834165			

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: PDCS, LLC

Mailing Address: 3361 Rouse Rd Suite 210 Orlando, FL 32817

Telephone Number: 407-277-9795 Fax Number: 407-277-6863 E-mail Address: psmith@pdcsllc.com

 Paul Smith FEIN: 01-0834165

Authorized Signature

Printed Name

Managing Partner

11/13/2024

Title

Date

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

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L05000034971

Entity Name: PDCS LLC**Current Principal Place of Business:**3361 ROUSE RD., SUITE 210
ORLANDO, FL 32817**Current Mailing Address:**3361 ROUSE RD., SUITE 210
ORLANDO, FL 32817 US**FEI Number:** 01-0834165**Certificate of Status Desired:** Yes**Name and Address of Current Registered Agent:**SMITH, PAUL
3361 ROUSE RD., SUITE 210
ORLANDO, FL 32817 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:** PAUL SMITH

02/02/2024

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	MGR
Name	KRAFTSOW, MICHAEL
Address	3361 ROUSE RD., SUITE 210
City-State-Zip:	ORLANDO FL 32817

Title	MGR
Name	SMITH, PAUL
Address	3361 ROUSE RD., SUITE 210
City-State-Zip:	ORLANDO FL 32817

Title	MGR
Name	ROSEN, HEINZ
Address	3361 ROUSE RD., SUITE 210
City-State-Zip:	ORLANDO FL 32817

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

SIGNATURE: PAUL SMITH

MANAGING PARTNER

02/02/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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 Proposer's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:	
Project Name: City of Orange City	
Type of Project/Service: Building Official Services, Inspection, Plans Examination and Permitting	
Address: 205 E Graves Ave, Orange City, FL 32763	
Contracting Agency/Client: City of Orange City	
Contact Name and Phone #: Becky Mendez, Development Services Director - 386-775-5415	
Contact Email Address and Fax #: bmendez@orangecityfl.gov Fax: (386) 775-5416	
Contract Amount: \$700,000 annual	Date Work Performed: 2017 - Present
Project #2:	
Project Name: City of Oviedo	
Type of Project/Service: Building Official Services, Inspection, Plans Examination and Permitting - Addl Fire Services	
Address: 400 Alexandria Blvd, Oviedo, FL 32765	
Contracting Agency/Client: City of Oviedo	
Contact Name and Phone #: Bryan Cobb, City Manager - Phone: (407) 971-5506	
Contact Email Address and Fax #: bcobb@cityofoviedo.net Fax: (407) 971-5803	
Contract Amount: \$750,000 annual	Date Work Performed: 2010 - Present
Project #3:	
Project Name: Town of Windermere	
Type of Project/Service: Building Official Services, Inspection, Plans Examination and Permitting	
Address: 614 Main St, Windermere, FL 34786	
Contracting Agency/Client: Town of Windermere	
Contact Name and Phone #: Robert Smith, Town Manager - Phone: (407) 876-2563 x 5324	
Contact Email Address and Fax #: rsmith@town.windermere.fl.us Fax: 407-876-0103	
Contract Amount: \$180,000 annual	Date Work Performed: 2014 - Present
Project #4:	
Project Name: City of Debary	
Type of Project/Service: Building Official Services, Inspection, Plans Examination and Permitting	
Address: 16 Colomba Rd, DeBary, FL 32713	
Contracting Agency/Client: City of Debary	
Contact Name and Phone #: Carmen Rosamonda, City Manager - Phone: (386) 601-0238	
Contact Email Address and Fax #: crosamonda@debary.org Fax: (386) 668-4122	
Contract Amount: \$870,000 annual	Date Work Performed: 2007 - Present
Project #5:	
Project Name: Valencia College	
Type of Project/Service: Building Official Services, Inspection, Plans Examination and Permitting - Addl Fire Services	
Address: 800 South Kirkman Rd, Bldg 14, Orlando, FL 32811	
Contracting Agency/Client: Valencia College	
Contact Name and Phone #: Bareaa Darkhabani, Director of Facilities - Phone: (407) 582-1499	
Contact Email Address and Fax #: bdarkhabani@valenciacollege.edu - Fax: (NA)	
Contract Amount: \$40,000 annual	Date Work Performed: 2005- Present

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

REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "G"
Proposed Schedule of Subcontractor Participation

☒ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: RFP-2025-1237	
Title: Building Official Services		Total Project Amount: \$	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract 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

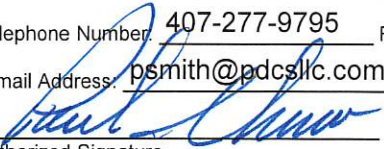
When applicable, the Proposer, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Proposed Schedule of Subcontractor Participation**, is truthful and correct at the time of submission.

Proposer/Contractor Name: PDCS, LLC

Mailing Address: 3361 Rouse Rd Suite 210 Orlando, FL 32817

Telephone Number: 407-277-9795 Fax Number: 407-277-6863

E-mail Address: psmith@pdcsllc.com

 Paul Smith 01-0834165
Authorized Signature Printed Name FEIN Number

Managing Partner 11/13/2024
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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "H"
Contractor Certification Regarding Scrutinized Companies

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may 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, and is not engaged in business operations in Cuba or Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations Cuba or Syria.

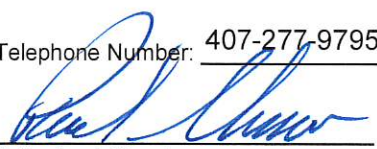
This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

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.

Proposer/Contractor Name: PDCS, LLC

Mailing Address: 3361 Rouse Rd. Suite 210 Orlando, FL 32817

Telephone Number: 407-277-9795 Fax Number: 407-277-6863 E-mail Address: psmith@pdcslc.com


Authorized Signatory Paul Smith Printed Name FEIN: 01-0834165
Managing Partner 11/13/2024
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE (when applicable)
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 PDCS LLC is a limited liability company organized under the laws of the State of Florida, filed on April 7, 2005.

The document number of this limited liability company is L05000034971.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on February 2, 2024, 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 Second day of February, 2024*




Secretary of State

Tracking Number: 4181712432CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE BUILDING CODE ADMINISTRATOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

ADAMS, ROY SCOTT



LICENSE NUMBER: BU2026

EXPIRATION DATE: NOVEMBER 30, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/14/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
MECH, BLDG, PLUM, RESI, ELEC, CCI

ADAMS, ROY SCOTT



LICENSE NUMBER: BN7079

EXPIRATION DATE: NOVEMBER 30, 2025

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ISSUED: 11/14/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD PLANS EXAMINER HEREIN IS CERTIFIED UNDER THE

PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

MECH, BLDG, PLUM, ELEC

ADAMS, ROY SCOTT



LICENSE NUMBER: PX3888

EXPIRATION DATE: NOVEMBER 30, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/14/2024

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STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

	STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BN3992 STANDARD INSPECTOR JONES, MARK D	ISSUED: 08/23/2023
Signature	
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES EXPIRATION DATE: NOVEMBER 30, 2025	

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER: BN3992

EXPIRATION DATE: NOVEMBER 30, 2025

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
RESI, BLDG, PLUM, MECH

JONES, MARK D



ISSUED: 08/23/2023

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

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

	STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
PX2017 STANDARD PLANS EXAMINER JONES, MARK D	ISSUED: 08/23/2023
Signature LICENSED UNDER CHAPTER 468, FLORIDA STATUTES EXPIRATION DATE: NOVEMBER 30, 2025	

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR**

LICENSE NUMBER: PX2017

EXPIRATION DATE: NOVEMBER 30, 2025

THE STANDARD PLANS EXAMINER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
BLDG, PLUM, MECH

JONES, MARK D



ISSUED: 08/23/2023

Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

BLDG

SMITH, PAUL CRAMER



LICENSE NUMBER: BN2623

EXPIRATION DATE: NOVEMBER 30, 2025

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

2024 EXPIRES 9/30/2025 3100-0614392
3100 BUILDING CODE SERVIC \$50.00 25 EMPLOYEES

TOTAL TAX \$50.00
PREVIOUSLY PAID \$50.00
TOTAL DUE \$0.00

PDCS LLC

PDCS LLC
3361 ROUSE RD #210
ORLANDO FL 32817

3361 ROUSE RD #210
U - ORLANDO, 32817

PAID: \$50.00 0099-01163597 7/18/2024

Tax Collector Scott Randolph**Local Business Tax Receipt****Orange County, Florida**

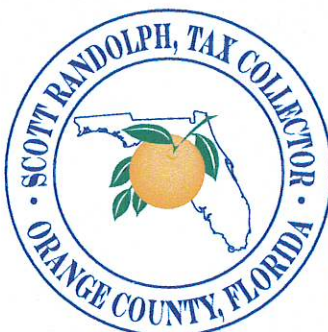
This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2024 EXPIRES 9/30/2025 3100-0614392
3100 BUILDING CODE SERVIC \$50.00 25 EMPLOYEES

TOTAL TAX \$50.00
PREVIOUSLY PAID \$50.00
TOTAL DUE \$0.00

3361 ROUSE RD #210
U - ORLANDO, 32817

PAID: \$50.00 0099-01163597 7/18/2024



PDCS LLC

PDCS LLC
3361 ROUSE RD #210
ORLANDO FL 32817

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

**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.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) PDCS, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 3361 Rouse Rd. Suite 210	Requester's name and address (optional)
6 City, state, and ZIP code Orlando, FL 32817		
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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

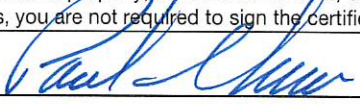
Social security number										
			-				-			
or										
Employer identification number										
0	1		-	0	8	3	4	1	6	5

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 4/13/24
------------------	---	------------------------

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "I"
Price Proposal and Acceptance of Terms

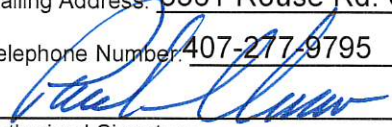
The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary 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 on the Price Proposal Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered.

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 and Contract Management 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: PDCS, LLC

Mailing Address: 3361 Rouse Rd. Suite 210 Orlando, FL 32817

Telephone Number: 407-277-9795 Fax Number: 407-277-6863 E-mail Address: psmith@pdcsllc.com


Authorized Signature

Paul Smith
Printed Name

FEIN: 01-0834165

Managing Partner

11/13/2024

Title

Date

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

Tab E

Price Proposal



Price Proposal and Acceptance of Terms Form

PDCS Price Proposal

Price Proposal Form - Casselberry



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 PROPOSALS
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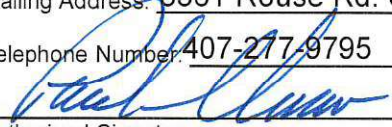
The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary 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 on the Price Proposal Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered.

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 and Contract Management 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: PDCS, LLC

Mailing Address: 3361 Rouse Rd. Suite 210 Orlando, FL 32817

Telephone Number: 407-277-9795 Fax Number: 407-277-6863 E-mail Address: psmith@pdcsllc.com


Authorized Signature

Paul Smith
Printed Name

FEIN: 01-0834165

Managing Partner

11/13/2024

Title

Date

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

Price Proposal

PDCS, LLC is pleased to present a fee proposal to provide Building Code Services for the City of Casselberry.

The following are included in the quoted fee:

- Personnel time on site or remotely to perform inspection, plan review, code administration.
- Travel time between inspections within the city.
- Inspector's vehicle and fuel usage.
- Inspector's communications device and all applicable service charges.
- Miscellaneous equipment (measuring devices, ladders, flashlight, etc.)
- Fees for continuing education to maintain all licenses and certifications.
- All required insurance coverage.

Building Code Services

PDCS will provide Building Official Services as requested by the city. PDCS may also provide supplemental services if the City should request them.

PDCS proposes a fee schedule based on an hourly rate. All rates are based on performing work during normal business hours with a **two** (2) hour minimum.

<u>Service</u>	<u>Hourly Rate</u>
Building Official Services	\$130.00
Building Inspection Services	\$110.00
Building Plans Examination	\$110.00
Damage Assessment (EOC)	\$160.00 plus expenses

Additional Services Offered by PDCS

Fire/Life Safety Inspection Services	\$98.00
Fire Plan Review Services	\$98.00



RFP-2025-1237 Building Official Services
Price Proposal Form

Building Official Services (Per Hour)	Standard Rate	Overtime Rate*
Licensed Building Official - On Site for Plan Reviews	\$110.00	\$165.00
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$130.00	\$195.00
Licensed Building Official - Building Inspector	\$110.00	\$165.00
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	Included in rates
Fees for Continuing Education for Licenses and Certifications	\$0.00	above Above
Required Insurance Coverage, Benefits and Personnel Expenses	\$0.00	

*Overtime rates include: After business hours specified, weekends, and holidays observed by the City.

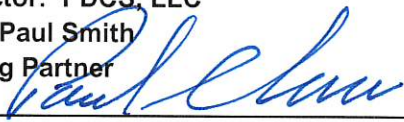
NOTE: The Bidder agrees that the quantities shown for unit price items are approximate and are subject to variations in the field and further agrees to do the work at the unit bid price whether the quantities are increased or decreased.

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 ITB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the ITB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the ITB 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 set forth herein. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this ITB document or as otherwise agreed to between the parties in writing.

Bidder/Contractor: PDCS, LLC

Printed Name: Paul Smith

Title: Managing Partner

Signature: 

Address: 3361 Rouse Rd. Suite 210

City/State/Zip: Orlando, FL 32817

FEIN: 01-0834165

Phone: 407-277-9795 Cell: 321-331-4073

Email: psmith@pdcsllc.com

Tab F

Additional Information



PDCS Additional Services
Fire Inspection and Fire Plan Review

PDCS Additional Services

PDCS has over a decade of experience in providing fire life safety services such as fire plan review and fire inspections. Over the years an effective method for providing fire inspection and plan review services has been developed. The following is our basic approach to implementing and carrying out a support contract.

Fire Plan Review Staffing: All fire plan reviewers will be certified by the State of Florida Fire Marshal. Fire plan reviewers examine submitted construction documents for conformity and consistency with the Florida Fire Prevention Code, Florida Building Code, local ordinances and all other applicable codes, standards, and regulations. These reviews will include but are not limited to new construction, demolition, modification of existing structures, multi-family housing, commercial, industrial, institutional, local government occupancies, and temporary structures as required by the Authority Having Jurisdiction (AHJ).

Plan review times vary based on the permit type. PDCS fire plan review personnel will complete plans for one- and two-family dwellings, modular or mobile homes, metal building auxiliary structures or small commercial buildings of five thousand (5,000) square feet or less gross floor area shall be reviewed with five (5) working days. Plans for larger residential and commercial buildings shall be reviewed within ten (10) working days including transit time if applicable. These estimated time frames do not include zoning, building or any other departments review times or time between awaiting responses from applicants.

Upon completion of the initial fire plan review, a written report indicating any non-compliance issues will be forwarded to the applicant, design professional, and the customer designated contact (i.e. Fire Chief). Should there be any items that do not meet the currently adopted code(s) the plan review comments will include specific references to the applicable sections of the code. If the plans are found to be compliant with all applicable codes, the plans will receive a stamp indicating it is approved.

The fire plans are returned to the applicable department for final processing. PDCS fire safety plan reviewers will be provided with uniforms, electronic devices for digital plan review capable with integrating the City's software program, cell phones, and all code references, materials and resources to complete fire and life safety review.

Fire Annual Inspection Staffing: All fire inspection requests will be processed and performed in a timely manner by a staff member that is actively certified by the State of Florida Fire Marshal. Fire safety inspectors shall schedule and conduct fire and life safety inspections for all occupancies by priority as determined by the customer. The fire inspector shall work with business owners to schedule a visit during a non-disruptive



time to conduct the fire & life safety inspection. Each inspector shall review the assignments and research the inspection history through the software program system utilized by the City for consistency prior to arrival.

Inspections begin with an introduction, distribution of business cards for accurate contact information, and a brief description of the overall fire inspection process. The designated business contact will be invited to walk the building with the inspector. The inspection may consist of some of the following items: Survey of GFCI outlets for proper function, overloaded electrical outlets, electrical panels, fire/life systems certifications (1-year, 3-year, 5-year), egress points, FD access points, commercial cooking equipment, emergency & evacuation plans, and other areas of life safety

Upon completion of the walk through of the premises a report is generated via the municipalities software and provided to the business owner/designated contact. The business owner is notified of any fees that are due as well. If any violations are found, a period for correction is provided (typically 30 days). Reinspection's are completed until all deficiencies are corrected.

PDCS fire safety inspectors will be provided with uniforms, electronic devices for field inspections capable with integrating the city inspection software program, cell phones, and all code references, materials and resources to complete fire and life safety inspections. Inspectors shall conduct inspections in accordance with the applicable and current editions of the Florida Fire Prevention Code, NFPA, Florida Administrative Codes, Florida Statutes and ordinances of the City of Casselberry.

Fire New Construction Inspection Staffing:

Fire inspections are scheduled by the contractors at three intervals of completion during a project. The first inspection typically consists of underground pipe installation which brings in the electricity or water supply from the street. The second inspection is considered an intermediate inspection completed around the 50% project completion mark. This inspection consists of surveying device location, wiring associated with the system, pressure tests, and other inspections prior to walls and ceiling being enclosed. Final inspection will confirm the entire fire life safety is in accordance with state codes/statutes.

PDCS fire safety inspectors will be provided with uniforms, electronic devices for field inspections capable with integrating the city inspection software program, cell phones, and all code references, materials and resources to complete fire and life safety inspections. Inspectors shall conduct inspections in accordance with the applicable and current editions of the Florida Fire Prevention Code, NFPA, Florida Administrative Codes, Florida Statutes and ordinances of the City of Casselberry.



Fire Personnel:

Our fire inspectors and fire plans examiners are cross-trained and are well versed in the review of fire plans examinations, the regulatory inspection process and life safety education. They are fully capable of enforcing all state fire safety statutes and provisions of the Florida Administrative Codes in accordance with Florida State Statute 633 and local ordinances. Our staff reviews plans and conducts inspections of newly constructed and existing buildings for all occupancy types, reviews and inspects fire protection systems, trained to inspect hazardous processes including aerial fireworks, pyrotechnics, flame effects and explosives. They also provide fire and life safety education to business owners and residents. Their experience includes thorough documentation for conformity to the Florida Fire Prevention Codes, related NFPA's and local ordinances. The documentation process includes researching the applicable code references, state statutes and county ordinances. Reports are tailored, prepared and maintained according to the needs of the entity being serviced. Our staff is trained to provide technical information and testimony as needed at the code enforcement board or other judicial hearings as requested.

PDCS can provide resumes for personnel and references for this service upon request.





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Limited Liability Company
PDCS LLC

Filing Information

Document Number	L05000034971
FEI/EIN Number	01-0834165
Date Filed	04/07/2005
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT AND NAME CHANGE
Event Date Filed	12/15/2010
Event Effective Date	NONE

Principal Address

3361 Rouse Rd., Suite 210
ORLANDO, FL 32817

Changed: 03/20/2013

Mailing Address

3361 Rouse Rd., Suite 210
ORLANDO, FL 32817

Changed: 03/20/2013

Registered Agent Name & Address

Smith, Paul
3361 Rouse Rd., Suite 210
ORLANDO, FL 32817

Name Changed: 04/06/2022

Address Changed: 03/20/2013

Authorized Person(s) Detail

Name & Address

Title MGR

KRAFTSOW, MICHAEL
3361 Rouse Rd., Suite 210
ORLANDO, FL 32817

Title MGR

SMITH, PAUL
3361 Rouse Rd., Suite 210
ORLANDO, FL 32817

Title MGR

ROSEN, HEINZ
3361 Rouse Rd., Suite 210
ORLANDO, FL 32817

Annual Reports

Report Year	Filed Date
2022	04/06/2022
2023	03/31/2023
2024	02/02/2024

Document Images

02/02/2024 -- ANNUAL REPORT	View image in PDF format
03/31/2023 -- ANNUAL REPORT	View image in PDF format
04/06/2022 -- ANNUAL REPORT	View image in PDF format
03/12/2021 -- ANNUAL REPORT	View image in PDF format
04/07/2020 -- ANNUAL REPORT	View image in PDF format
03/20/2019 -- ANNUAL REPORT	View image in PDF format
01/25/2018 -- ANNUAL REPORT	View image in PDF format
05/02/2017 -- ANNUAL REPORT	View image in PDF format
03/08/2016 -- ANNUAL REPORT	View image in PDF format
03/03/2015 -- ANNUAL REPORT	View image in PDF format
03/31/2014 -- ANNUAL REPORT	View image in PDF format
03/20/2013 -- ANNUAL REPORT	View image in PDF format
04/26/2012 -- ANNUAL REPORT	View image in PDF format
04/26/2011 -- ANNUAL REPORT	View image in PDF format
12/15/2010 -- LC Amendment and Name Change	View image in PDF format
03/11/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- LC Amendment	View image in PDF format
04/07/2009 -- ANNUAL REPORT	View image in PDF format
10/08/2008 -- CORLCMMRES	View image in PDF format
09/05/2008 -- ANNUAL REPORT	View image in PDF format
05/01/2008 -- ANNUAL REPORT	View image in PDF format
06/09/2007 -- ANNUAL REPORT	View image in PDF format
11/09/2006 -- LC Amendment	View image in PDF format
04/18/2006 -- ANNUAL REPORT	View image in PDF format

[05/02/2005 -- Amendment](#)

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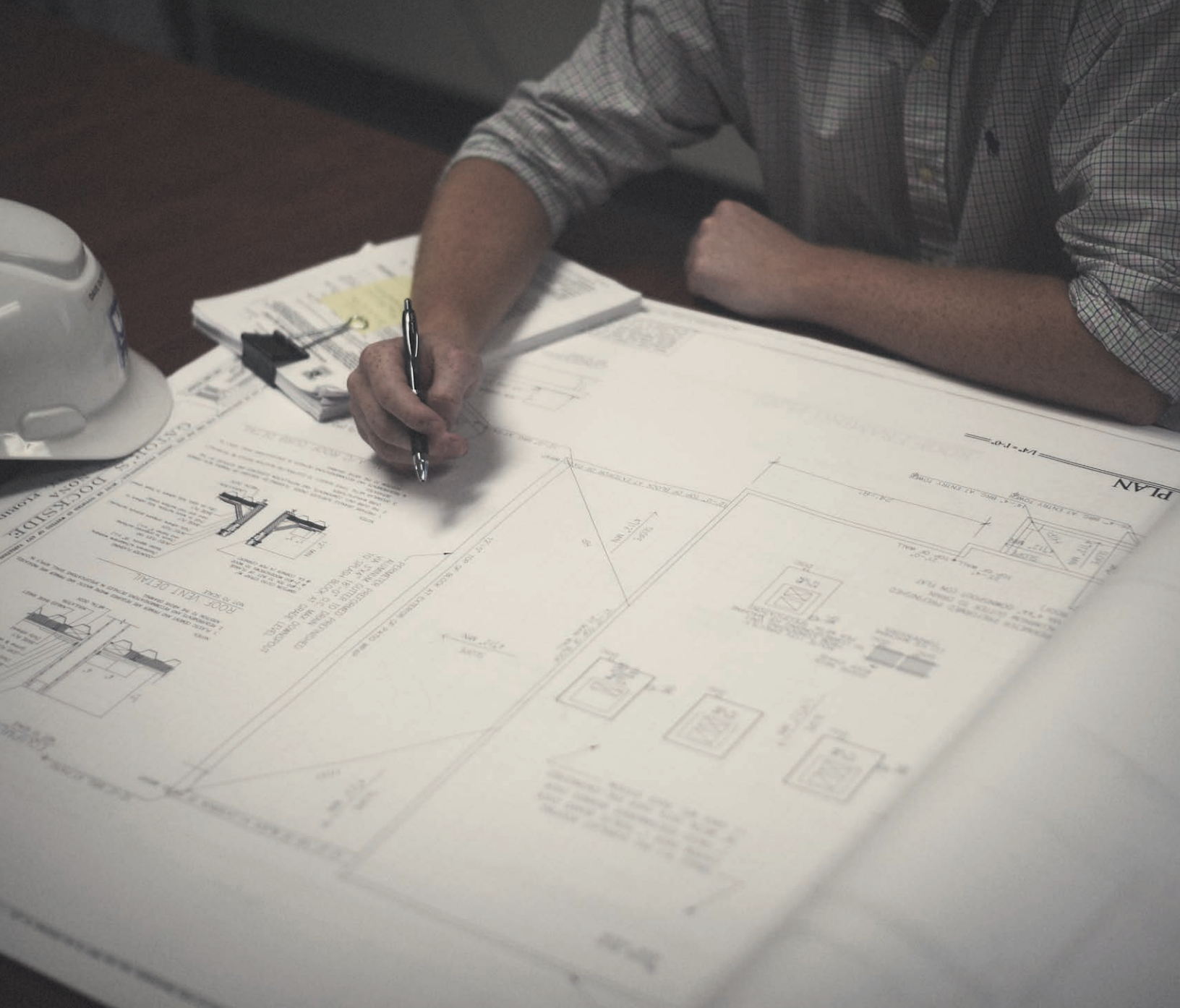
[04/07/2005 -- Florida Limited Liabilites](#)

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Orlando, FL 32817
Phone: 407-277-9795
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Email: info@pdcsllc.com

www.pdcsllc.com



RFP No. 2025-1237

BUILDING OFFICIAL SERVICES

City of Casselberry

November 14, 2024



Grounded in Excellence

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TAB A

**FIRM QUALIFICATIONS AND
EXPERIENCE**

A. COVER LETTER

Date: November 14, 2024

Attention: City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive
Casselberry, Florida 32707

Reference: RFP-2025-1237 Building Official Services

Dear Committee Members:

UES Professional Solutions, LLC (UES) truly appreciates the opportunity to present our services and experience to the City of Casselberry (The City) in response to this solicitation for RFP-2025-1237 Building Official Services. **We are confident that our capabilities and experience position UES as the ideal firm to execute said scope and we make a positive commitment to perform the work in a timely manner.**

Our Orlando office is staffed with dedicated professionals familiar with the region's geographic conditions, state, county, and city regulations and who have developed strong working relationships with local specialized sub-consultants and vendors.

UES will be responding for the Building Official Services in this submittal. Our team has decades of experience providing expert services in these areas for complex projects of all sizes. Clients we have provided these services to include the **City of Casselberry**, City of Winter Springs, the City of Belle Isle, the School Board of Brevard County, Polk County Public Schools, Seminole County, and the Town of Eatonville. Our team's technical expertise and specialized training, a fleet of equipment, and broad scope of capabilities have assisted our clients in finding solutions to complex and difficult challenges on various projects.

We understand that the selected firm must be appropriately qualified, licensed, and be an experienced vendor fully capable of providing inspections, plan reviews, and code compliance, in accordance with Chapter 468, Part XII, Building Code Administrators & Inspectors; and Chapter 553, Building Construction Standards. The individuals performing these duties must possess valid licenses that are in good standing with the Department of Business and Professional Regulation. We also understand that this contract requires licensure in all disciplines inspection personnel will inspect.

When you work with UES, you'll be interacting with industry professionals who pride themselves on the highest level of integrity, dependability, ethics, and quality of work and who are also exceptionally innovative, dynamic, and responsive. We want the City of Casselberry to think of UES as an extension your staff and your trusted advisors.

Authorized Representative & Project Manager

David M. Olivieri, CBO, CFM
Building Inspection Department Manager
3532 Maggie Boulevard
Orlando, FL 32811
P: (407) 423-0504
E: dolivieri@teamues.com

David M. Olivieri, CBO, CFM will serve as Project Manager for this contract. He will assign personnel as projects are awarded and will oversee each project personally. David will be involved in defining the scope of services and in developing the budget for each.

Our Principals have thoroughly reviewed and understand this RFP, its related documents, and the anticipated scope of work. UES has no exceptions to the standard contract and acknowledges that the contents of this submittal are true and accurate, and that the requirements of this RFP can be met, including but not limited to, insurance and licensing requirements. UES acknowledges our intent to execute an Agreement with the City.

Our team is ready to serve as an extension to your staff, and we will represent the City in the best possible way. UES appreciates the opportunity to be of service to the City in support of this contract and we look forward to your favorable reply. On behalf of our entire team, we would like to thank you for this opportunity, your time, and your consideration.

Respectfully,

UES Professional Solutions, LLC



David M. Olivieri, CBO, CFM
Building Inspection Department Manager
Authorized Representative
3532 Maggie Blvd.
Orlando, FL 32811
321-353-7536
DOlivieri@teamues.com



Guy Rabens, PE
Branch Manager
Authorized Representative
3532 Maggie Blvd.
Orlando, FL 32811
321-288-1039
GRabens@teamues.com



CORPORATE HEADQUARTERS

UES Professional Solutions, LLC
4205 Vineland Rd., Suite L1
Orlando, FL 32811
p: 888.824.7424
www.teamues.com

PROJECT OFFICE - DIRECT CONTACT

David M. Olivieri, CBO, CFM
Building Inspection Dep. Manager
3532 Maggie Blvd.
Orlando, FL 32811
p. 407-423-0504
c. 321-353-7536
DOlivieri@teamues.com

ESTABLISHED

Corporation, 1966, Florida

OFFICERS

CEO: David Witsken
Secretary: Benjamin Butterfield
President: Rick G. Kushner, PE

AUTHORIZED IN FLORIDA

1964

FEIN

59-1117804

DUNS

06-481-7562

B. CORPORATE BACKGROUND INFORMATION**WHO WE ARE**

UES is a privately held, rapidly growing engineering and consulting firm with expertise in the areas of environmental and earth sciences, sustainable infrastructure solutions, and geophysical technologies. With nearly 4,000 professionals across 85+ branches, UES provides personalized engineering, environmental, testing and inspection services to clients across the United States. UES consults on projects of all sizes in industries such as transportation, water and wastewater, data centers, energy, healthcare, education, residential, and more.

UNMATCHED RESOURCES

UES is a leading provider of a wide range of construction and property-related services, designed to ensure quality, safety, and compliance on projects. Our comprehensive offerings include geotechnical engineering, environmental consulting, building code compliance, facilities services, construction materials testing, geophysical technologies, and field inspections.

At UES, we are committed to supporting projects at every phase, from initial site evaluations to final inspections. Our licensed building officials, plans examiners, inspectors, architects, and engineers act as the first line of defense against code compliance violations, expediting the permit plan review and field inspection processes.

With our Florida DBPR certified team members, as well as licensed engineers, UES ensures efficient project transitions from review to permit issuance. Whether for public or private projects, UES' experienced code compliance team delivers expert inspections and solutions that prioritize safety and quality.

WHY UES?

Our reputation for delivering timely, high-quality services has made us a trusted partner in the industry. With over 150+ staff members, including management, professional, technical, and support personnel, UES possesses the capability and expertise to handle complex projects across multiple sectors. By choosing UES, you are not only investing in efficiency but also in the assurance that your project is guided by seasoned professionals who adhere to the highest standards of construction safety and quality.

AGENCIES IN THE STATE OF FLORIDA DURING THE LAST 3 YEARS

Client	Scope	Dates of Service
City of Casselberry	Plan Review and Inspection Services, Building Official Services	2015 - Ongoing
City of Belle Isle	Plan Review and Inspection Services, Building Official Services	2010- Ongoing
City of Mount Dora	Building Code Inspector, Remote Plan Review, Permitting Technician Services, and Building Official	2023 - Ongoing
City of Winter Springs	Building Code Administration Services to Oversee the Regulatory Code Administration of Building Projects, Including Plan Review and Inspections for Compliance with Various Construction Codes Such as Building, Plumbing, Mechanical, Electrical, Gas, Energy Conservation, and Accessibility.	2017 - Ongoing
Orange County Public School	Continuing Building Code Plan Review Services	2017 - 2024
Osceola County Building Department	Building Code Inspector, Remote Plan Review, Permitting Technician Services, and Building Official	2017 - Ongoing
Osceola County Public School	Plan Review and Inspection Services	2024 - Ongoing
School District of Brevard County	Building Code Inspection, Permit Plan Review, and Fire Safety Services	2013 - Ongoing
Seminole County Building	Building Department Support Services	2019 - Ongoing
Town of Eatonville	Inspections, Plan Reviews, and Fire Code Services for All Construction Projects, Including Commercial, Residential and Industrial, Institutional, and Municipal Facilities	2016 - Ongoing

C. ORGANIZATIONAL QUALIFICATIONS AND EXPERIENCE

TECHNICAL CAPABILITIES

Our firm offers a highly qualified team of licensed Building Officials, Inspectors, and Plans Examiners, supported by advanced equipment, software, and materials. We assign work based on team member expertise and project needs, ensuring the right personnel are allocated for each task. Our team includes specialists in structural, roofing, plumbing, electrical, gas, fire prevention, mechanical systems, accessibility, and energy compliance. We maintain a high level of service through well-established procedures, regular training, and stringent quality control protocols to meet Florida's regulatory standards.

With 19 locations throughout Florida, UES is capable of performing services for a range of clientele and locations.

Our Orlando branch is located at 3532 Maggie Boulevard, Orlando, FL 32811.

The Orlando office is 18 miles (driving distance) from the City of Casselberry and will provide primary project management for this contract.

The branch includes a staff of over 150+, including dedicated professionals familiar with the region's geographic conditions and state, county, and city regulations.

Our Florida locations boast immensely qualified staff, including a Lead Special Inspector with more than three decades of experience, as well as:

- 9 Florida Registered Professional Engineers
- 7 Engineering Interns
- 3 Special Inspectors for Threshold Buildings
- 11 Florida Licensed Building Officials
- 3 ICC Master Code Professionals
- 19 Florida Licensed Plan Reviewers
- 28 Florida Licensed Building Inspectors

UES personnel are familiar with local conditions and practices within the immediate service area. Having performed myriad efforts in Orlando, including the City of Casselberry, our professionals offer detailed, up-to-date knowledge of the practices needed to assist the City on future projects.

INNOVATIVE APPROACHES AND PROBLEM SOLVING

UES is known for developing innovative solutions to complex building code compliance challenges. We utilize advanced technologies, including cloud-based software and real-time data sharing, to streamline plan reviews and inspections, reducing delays and improving accuracy. Our collaborative approach with stakeholders enables us to anticipate potential issues early, allowing for more effective problem-solving and reducing project risks.

TECHNOLOGICAL CAPABILITY



Our inspectors, plan reviewers, and building officials are all equipped with late-model vehicles (including a mobile computing solution outfitted with the latest hardware and software upgrades). This approach provides our team with enhanced communication abilities.

The mobile system allows inspectors to provide real-time inspection results and other documents in the field. Additionally, every employee is equipped with a smartphone. Contact numbers are shared with our municipal partners and customers.

At the firm level, UES relies upon a licensed, proprietary, and comprehensive software system to successfully manage our daily operations and all aspects of a project.

At the top level, our company utilizes Microsoft Windows 10 on all PCs in conjunction with Office 365, Sophos Cyber Security, Fortinet Firewall and Ransomware, a secured VPN, and GoToMeeting.

However, at the center of our operations lies Deltek Vision. Vision is an established industry standard used extensively throughout the A/E/C community.

This software is our primary database capturing every project detail, such as the scope of work, duration, sub-consultants used, and direct personnel.

It also houses all client-based information and allows for detailed report generation.

Another essential function of Vision is billing. The bookkeeping capabilities of this component are made possible due to the massive amount of captured project and client information.

UES employs a full-time Application Business Analyst and Software Developer to ensure that all of these systems work seamlessly together.

This entire process begins and ends with the client—a fact that every UES employee involved in the process understands. We strive to deliver fast, accurate results.

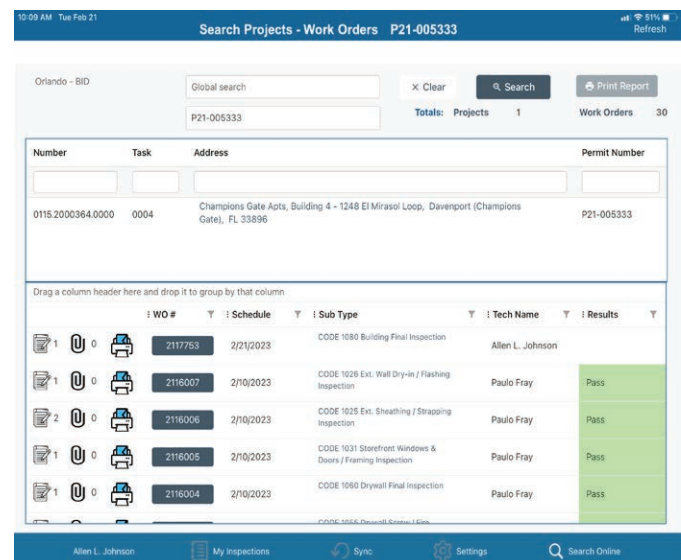
GADGET SOFTWARE

UES' Building Inspections Department utilizes Gadget software. Before this, UES personnel produced paper reports at each establishment and mailed them to the clientele. The department has now streamlined its processes, providing inspectors with iPads equipped with the Gadget inspections application. This software allows our inspectors to upload their schedules automatically and adjust them in real time (adding inspections and recording cancellations).

The Gadget program also features maps and directions to each location. It connects to the iPad camera, enabling inspectors to add onsite photos to any report.

The Gadget program also allows staff to add RFI documentation or DesignPro letters to their reports. Although inspection teams provide handwritten reports onsite (as an extra level of organization for the contractor), they can submit them to the office immediately. The instant upload feature reduces the need for reporting typed by administrative staff and speeds up report turnaround times.

UES can and will use the City's Software when necessary.



Number	Task	Address	Permit Number
0115.2000364.0000	0004	Champions Gate Apts, Building 4 - 1248 El Mirasol Loop, Davenport (Champions Gate), FL 33896	P21-005333

WO #	Schedule	Sub Type	Tech Name	Results
2117753	2/21/2023	CODE 1080 Building Final Inspection	Allen L. Johnson	
2116007	2/10/2023	CODE 1028 Ext. Wall Dry-in / Flashing Inspection	Paulo Fray	Pass
2116006	2/10/2023	CODE 1025 Ext. Sheathing / Strapping Inspection	Paulo Fray	Pass
2116005	2/10/2023	CODE 1031 Storefront Windows & Doors / Framing Inspection	Paulo Fray	Pass
2116004	2/10/2023	CODE 1060 Drywall Final Inspection	Paulo Fray	Pass

The Gadget program will also allow contractors access through a dedicated portal. There, they may schedule whatever services are needed anytime, eliminating the need for emails or phone calls. The Gadget program is just one feature of the technological revolution in architecture, engineering, and construction. UES is proud to join the many firms transitioning to this technology, with Gadget as a catalyst to streamline the flow of information for our inspection staff.

SPECIFIC KNOWLEDGE OF FLORIDA'S REQUIREMENTS

UES has extensive experience navigating Florida's specific regulatory environment. Our team is fully versed in the Florida Building Code (FBC) and all relevant local and federal regulations. UES regularly performs professional building official services, including plan reviews and inspections, for residential, commercial, and ancillary structures. We are proficient in evaluating structural integrity, roofing, electrical, plumbing, gas, and fire prevention systems, ensuring full compliance with FBC.

FACILITATING MEETINGS WITH BOARDS AND AGENCIES

UES has a strong track record of working with city and county boards, planning departments, and other agencies. We are experienced in presenting technical studies, reports, and structures in clear, understandable terms for stakeholders. Our team regularly attends meetings to discuss inspection results, plan reviews, and code compliance, providing thorough explanations and supporting documentation to decision-making bodies.

TIMELY PROJECT COMPLETION

UES is committed to completing projects within established schedules and budgets. Our efficient project management processes ensure timely deliverables without sacrificing quality. UES prioritizes communication and proactive coordination to minimize delays and ensure projects remain on track.

This comprehensive approach ensures that our team can meet the scope of services required, including building official services, plan reviews, and inspections, all while adhering to Florida's specific code requirements and the client's budget and timeline.



MEET THE UES TOTAL-PACKAGE TEAM FOR THE CITY OF CASSELBERRY

At UES, we take pride in assembling a team of seasoned professionals complemented by enthusiastic, career-oriented staff who are eager to develop their skills under our mentorship. We have carefully selected a group with the expertise and energy to exceed the expectations of the City. Below, we introduce key members of our senior leadership team, showcasing their unique qualifications and the strengths they bring to this project.

PROJECT MANAGER

David Olivieri, CBO, CFM, serves as the Orlando Building Inspection Department Manager at UES. With 22 years of experience in the building industry, David holds multiple certifications: Building Code Administrator (BU1970), Standard Inspector (BN7142), Standard Plans Examiner (PX3892), Certified Air Conditioning Contractor (CAC1817159), Certified Electrical Contractor (EC13007680), and Certified Plumbing Contractor (CFC1427964). His expertise ensures rigorous code compliance and comprehensive inspection services.

BUILDING OFFICIAL

Allen Johnson, BN, PX, BU, is a seasoned professional with over 24 years of construction-related experience. He holds multiple certifications, including Building Code Administrator (BU), Standard Inspector (BN), and Standard Plans Examiner (PX). Allen's expertise spans a broad range of inspection and code enforcement disciplines, covering one- and two-family dwellings as well as commercial projects. His experience includes commercial electrical, mechanical, plumbing, and building systems, and he has served as a Building Official, ensuring code compliance and safety across diverse construction environments.

PLAN REVIEW

Duane J. Wallace, BU, BN, PX, brings 26 years of experience as a Plans Examiner, Building Official, and Building Inspector. He has specialized knowledge in construction codes, Florida Standards, ICC Public Safety, zoning, and code enforcement. Skilled in public and private sector collaboration, Duane's management background covers project scheduling, budgeting, and team supervision for safety, code enforcement, and inspection. His credentials include Building Code Administrator (BU1988), Standard Inspector (BN7340), Standard Plans Examiner (PX4220), Standard 1 & 2 Family Plans Examiner (SFP290), and Housing Code Official (MD0612).

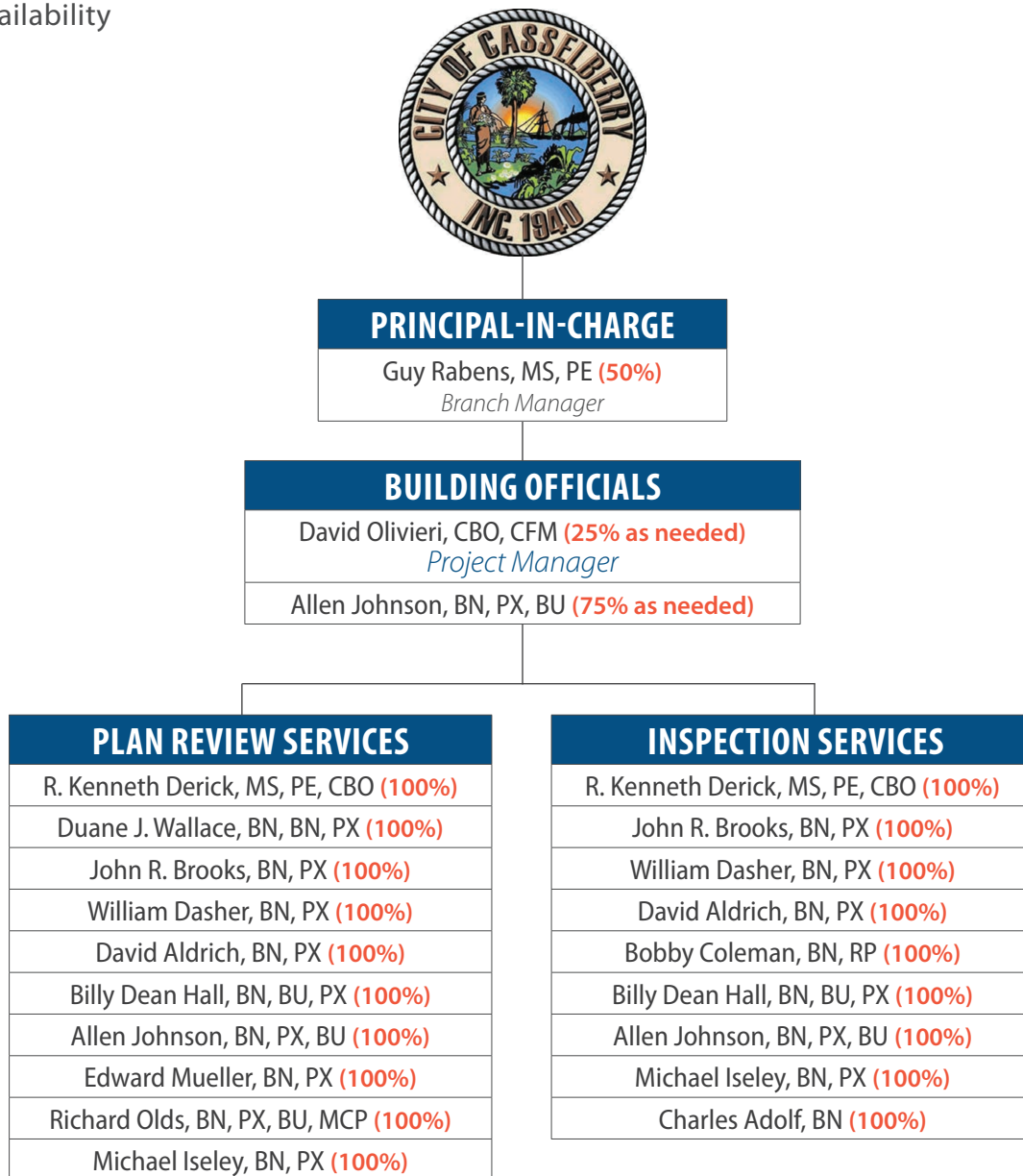
LEAD INSPECTOR

Charles Adolf, BN, serves as a Building Inspector at UES' Orlando office, bringing over 20 years of experience in the construction industry. A third-generation licensed Building Contractor, Charles holds licensure as a Standard Inspector (BN) and possesses a strong background in large custom residential and light commercial projects. His expertise is complemented by a thorough understanding of evolving industry technologies and up-to-date knowledge of code changes, making him a valuable asset in ensuring compliance and quality across projects.

D. KEY INDIVIDUALS AND QUALIFICATIONS

ORGANIZATIONAL CHART

■ Staff Availability





Education

MS, Civil Engineering,
University of South Florida

BS, Civil Engineering,
University of South Florida

Years of Experience

32

Licenses

- Professional Engineer,
FL, GA, AL, MS, SC, NC,
VA, MD, and DC (FL-
PE60917)

Certifications

- ASTM Environmental
Site Assessments for
Commercial Real Estate
- Crestcom International,
Ltd., Bullet Proof
Manager Courses I, II,
and III
- Nuclear Density Gauge
Certified

Guy Rabens, MS, PE

Branch Manager/Chief Geotechnical Engineer

Guy has over two decades of experience in geotechnical engineering and construction materials testing. He is well-versed in conventional geotechnical exploration projects, including interpreting field and laboratory results, preparing geotechnical design recommendations and reports, and coordinating field, laboratory, and office personnel. Guy has been involved in hundreds of private and public sector projects, including multi-family apartment complexes, residential subdivisions, Planned Urban Developments (PUD), multi-million dollar private residences, warehouse, and commercial facilities, corporate and industrial parks, resort facilities, high-rise structures, restaurants, commercial retail outlets, schools, pavement systems design and evaluation, hydrogeology/groundwater modeling, stormwater management system recovery analysis, slope stability analysis, sinkhole explorations, expansive soil evaluations, residential/ commercial septic system design and permitting services, and expert witness testimony.

Guy is also experienced in the construction materials discipline, including field inspections for soil, base material, asphalt, reinforced concrete, and reinforcing steel. He is capable of construction materials laboratory testing for soil and concrete.

PROJECT EXPERIENCE

Geotechnical Exploration, T-Hangar Development, Peter Prince Airport

Milton, Santa Rosa County, FL

UES completed a subsurface exploration at the site of the proposed new hanger area with new aprons and one on-site stormwater retention area at Peter Prince Airport in Milton, Santa Rosa County, Florida. As the Geotechnical Engineer of Record (EOR) and Project Manager, Guy was responsible for overseeing the field exploration and laboratory program, as well as analyzing field and lab results and making an engineering evaluation with respect to the project characteristics described to UES. He also made recommendations for building foundation design, pavement design, site preparation, and stormwater management design parameters.

City of Orlando Proposed Pipe Installation and Lift Stations 8, 30, 47 & 77, Geotechnical Exploration

Orange County, FL

This project consisted of the construction of five new lift stations and about 800

linear feet of new pipe line along Silver Star Road in Orlando, Florida. UES was retained by the City of Orlando (under a continuing services contract) to perform these consulting services. Guy was the Geotechnical Engineer of Record (EOR) for this project responsible for overseeing all geotechnical explorations and recommendations. Specific services provided by UES included exploration and evaluation of the subsurface conditions at the site; providing existing and estimated seasonal high groundwater levels at the boring locations; and providing geotechnical engineering recommendations for site preparation procedures for the proposed sewer line and lift station installations.

City of Ocoee Public Works Complex Stormwater Improvements

Ocoee, Florida, Orange County, FL

Guy completed geotechnical engineering services on this project involving the design of stormwater improvements to the City of Ocoee Public Works Complex. UES performed soil borings and Standard Penetration Tests (SPT).



Years of Experience

18

Licenses

- Building Code Administrator - BU1970
- Standard Inspector - BN7142
- Standard Plans Examiner- PX3892
- Certified Air Conditioning Contractor - CAC1817159
- Certified Electrical Contractor - EC13007680
- Certified Plumbing Contractor - CFC1427964

Certifications

- Certified Floodplain Manager

David M. Olivieri, CBO, CFM

Program Manager/Building Official

David has 22 years of experience in the building industry. Working with municipal and county governments, he is responsible for the enforcement and inspection of building construction projects requiring permitting for compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes. He also directs regulatory administration and provides supervision of plan review.

PROJECT MANAGER

PROJECT EXPERIENCE

City of Sanford & City of Winter Springs - Continuous Building Department Support Services

Seminole County, FL

Under UES' continuing contracts, Mr. Olivieri provides contract oversight and general management services to the City of Sanford and the City of Winter Springs (back-to-back). He is responsible for ensuring that all aspects of services provided under this contract, including staffing, reporting, and billing, run smoothly and any potential issues are avoided or quickly resolved.

City of Maitland - Continuous Building Department Support

Maitland , FL

Under a continuing contract, Mr. Olivieri provides contract oversight and general management and liaison services.

Building Official - City of Safety Harbor Community Dev. Depart.

Safety Harbor, FL

Mr. Olivieri fulfilled the leadership role in the planning, organization, direction, supervision, and management of the CDD's Building Division. He ensured compliance with the Florida Building Code, local codes and ordinances, and state and federal laws. He also oversaw division operations such as plans review, permitting, field inspections, floodplain management, and business tax activities.

Osceola County - Continuous Building Department Support Services

Osceola County, FL

Mr. Olivieri serves as Building Inspections Department Manager for UES' Continuing Osceola County contract. As part of UES' Code Compliance Department, he oversees inspections and plan review services performed by the Orlando branch.

City of Belle Isle - Continuous Building Department Services

Belle Isle , FL

Under UES' back-to-back continuing contracts, Mr. Olivieri provides contract oversight and general management and liaison services.

City of Largo - Plans Examiner

Largo, FL

Mr. Olivieri reviewed plans and specifications for commercial, industrial, and residential projects to verify compliance with laws and regulations. He distributed plans and specifications for projects and ensured they were given to the correct departments for review and evaluation. He was also responsible for approving and releasing building permits for construction; initiating conferences with contractors and developers; ensuring his team was consistently informed about the latest technology and code changes; and providing technical direction.



Education

MS, Civil Engineering,
Georgia Institute of
Technology

BS, Civil Engineering,
Georgia Institute of
Technology

Years of Experience

46

Licenses

- Professional Engineer -
FL, AL, MS, LA, GA, SC,
TX, TN, and Puerto Rico
(FL-PE37711)

Certifications

- Standard Inspector -
BN8183
- Standard Plans Examiner
- PX4637
- Building Code
Administrator - BU2121
- Certified Structural
Masonry Inspector
- Management Seminars,
AGC
- Nuclear Density Gauge
Operation & Safety

R. Kenneth Derick, MS, PE, CBO

Building Official

Ken holds an advanced degree in civil engineering and has more than 40 years of experience performing and managing complex engineering work for geotechnical, building construction and environmental projects in the eastern, southeastern, and Gulf South regions of the United States. He has performed structural, general civil, geotechnical, environmental, and building construction inspection and testing services for thousands of projects. As the Engineer of Record (EOR) for UES, Mr. Derick provides engineering peer review, project administration, and environmental engineering services on a daily basis for technically challenging projects. As Senior Vice President and Central Florida Regional Manager, he is responsible for the performance, staffing, and administration of all engineering, environmental, and construction personnel in the six county region.

PROJECT EXPERIENCE

EHPA Recertification

Building Code Compliance Services

Polk County, FL

Mr. Derick provided the Code-Compliance Inspection Services and required report pursuant to 553 of the Florida Statutes and in accordance with Sections 109 of the Florida Building Code, and required by SREF in 2011. Any structural changes from the original construction were noted, as well as an assessment of the identified changes.

40-Year Structural & Electrical Recertification

Broward & Miami-Dade Counties, FL

Mr. Derick has performed dozens of 40 and 50 year structural/Electrical recertification projects of one to four-story structures in accordance with Broward and Miami-Dade County for Westgate Resorts, Sun Trust, and other private clients. This survey requires a thorough inspection of all accessible structural and electrical components, with a report of findings and recommendations to bring the systems into FBC compliance for Existing Structures.

Orange County 33rd Street Correctional Center Improvements, Phase Two (Proposed Intake & Release Center), Preliminary Geotechnical Evaluation Services

Orlando, Orange County, FL

UES completed the preliminary evaluation and document search for the planned improvements at the Orange County 33rd Street Correctional Center in Orlando, Florida. In July, 2001, UES submitted our report containing the results of our preliminary investigation, information on the current structures in the immediate area, potential subsurface constraints to development, and preliminary recommendations for estimated seasonal high groundwater levels, foundation types, pavement design, and preliminary site preparation. Additionally, we provided recommendations for a final geotechnical evaluation as the project design proceeded. Additional services provided by UES included asbestos consulting. Ken was the Principal in Charge providing technical reviews of the proposed design recommendations and the final geotechnical report.



Education

MS, Organizational
Leadership

BS, Bible and Christian
Leadership

Years of Experience

26

Licenses

- Building Code
Administrator - BU1988
- Standard Inspector -
BN7340
- Standard Plans Examiner
- PX4220
- Standard 1 & 2 Family
Plans Examiner - SFP290
- Housing Code Official -
MD0612

Certifications

- International
Code Council (ICC)
Certifications-
ICC5174330
- New Jersey UCC Licenses
- UCC4220

Duane J. Wallace, BU, BN, PX

Senior Plans Examiner

Duane has 26 years of experience as a Plans Examiner, Building Official, and Building Inspector. He has extensive experience and training in construction codes, Florida Standards, ICC Public Safety, and zoning and code enforcement. He is well-versed in interacting with the public, private sectors, and various safety and compliance organizations. Mr. Wallace's management experience includes project scheduling and budgeting, as well as supervising others for safety, code enforcement, and inspection.

PROJECT EXPERIENCE

City of Winter Springs - Continuous Building Department Support Services

Winter Springs, Seminole Co., FL

Under UES' back-to-back continuing contracts to provide professional building department support services, Mr. Wallace has provided, to date, over 4,000 hours of various types of code compliance inspection and/or plan review services.

City of Maitland - Continuous Building Department Support Services

Maitland, Orange Co., FL

Under UES' continuing contract to provide professional building department services, Mr. Wallace has provided various types code compliance inspection and/or plan review services to the City of Maitland.

City of Mount Dora Center for the Performing Arts - Private Provider Building Inspection and Plan Review Services

Mount Dora, Lake Co., FL

Mr. Wallace has provided alternative (private provider) code compliance plan review services to the Mount Dora Center for the Performing Arts.

Shingle Creek Multifamily Development, CR 522, Osceola County, Florida, Plans Review and Inspections

Kissimmee, Osceola Co., FL

The project consisted of eight (8) 4-story buildings and three 3-story buildings in Kissimmee, Florida. Mr. Wallace served as senior plans examiner for the client.

City of Port Orange - Continuous Building Inspection, Plan Review and CBO Services

Port Orange, Volusia Co., FL

Under UES' back-to-back continuing contracts to provide professional building department support services, Mr. Wallace has provided various types of code compliance inspection and/or plan review services.

Florida Lottery Casselberry - Plan Review Services

Casselberry, Seminole Co., FL

As the senior plans examiner, Mr. Wallace provided all required code compliance plan review services for this building's construction.

Greenville Commons Subdivision - Plans Review and Inspections

Casselberry, Seminole Co., FL

As the senior plans examiner, Mr. Wallace provided all required code compliance plan review services for this building's construction.

Building Official

Safety Harbor, FL

As a Building Official, Mr. Wallace's responsibilities included plans reviews and inspection duties as needed in accordance with the Florida Building Code.



Years of Experience

19

Licenses

- BCAI P&P State Mechanical Inspector's License - BN4028; PX2061

Certifications

- AHRI
- Air Conditioning Contractors Apprenticeship - ACCA
- Commercial and Residential Building Inspector (ICC)
- Fire Safety Inspector Certification
- Light Commercial Air Conditioning/Heating and Commercial Refrigeration Certification

John R. Brooks, BN, PX

Building Inspector

With 19 years of experience, John is a customer-oriented inspection professional. He is well versed in construction, with robust backgrounds in commercial and residential construction fields. John holds various designations and also excels in providing plan review and inspections.

PROJECT EXPERIENCE

Osceola County - Professional Building Department Services

Osceola County, FL

Mr. Brooks serves as a Building Inspector for UES' Osceola County continuing contract. As part of UES' Building Department Services team, he performs plan reviews and building inspections as needed.

City of Maitland - Continuous Building Department Support

Maitland, FL

Mr. Brooks serves as Building Inspector for this continuing contract (piggy-back contract from Lake County, Florida). As part of UES' plans reviews and building inspections team, he performs plan reviews and building inspections as needed.

City of Belle Isle - Municipal Support

Belle Isle, FL

Mr. Brooks serves as Building Inspector/ plans examiner for this back-to-back continuing municipal support contract. As part of UES' plans review and building inspection team, he provides multi disciplined building inspections and/or plans review as needed.

City of Sanford - Municipal Support

Sanford, FL

Mr. Brooks performs plan reviews and building inspections as needed to supplement the City's Building Department.

Reedy Creek Improvement District (RCID) Building and Safety Mechanical / Fire Inspector and Plans Examiner

Reedy Creek Improvement Dist., FL

Mr. Brooks' duties included all mechanical and fire sprinkler plan reviews and inspections within the RCID related to new construction, renovations, and repairs. He served as a regular participant in early design review and planning meetings with owners, engineers, and contractors. Mr. Brooks worked daily with the Reedy Creek Fire Department in joint plan review and inspection processes for all fire sprinkler/suppression systems property wide. Code compliance surveys were completed on existing buildings when required.

Seminole County Government Mechanical Inspector/Plans Examiner

Seminole County, FL

Mr. Brooks' job duties included commercial and residential inspection and plan review of mechanical systems within Seminole County.

City of Casselberry Continuous Professional Building Department Services

Casselberry, FL

Under UES' continuing contract to provide professional building department services, Mr. Brooks performs plan reviews and building inspections as needed.



Years of Experience

39

Licenses

- Standard Inspector - BN4118
- Standard Plans Examiner - PX1973
- Master Electrician

Certifications

- OSHA 10-Hour
- BOAF - 1 & 2 Family

William Dasher, BN, PX

Building Inspector

William has over 39 years of inspections (including electrical), plans review, and Master Electrician experience. His tenure includes 19 years of experience as an Electrical Inspector and Plans Examiner and six years as an Electrical Contractor.

William has worked for the cities of Orlando, Maitland, Apopka, Altamonte Springs, Casselberry, Eustis, Lady Lake, Ocala, Tampa, and Lakeland, as well as Hillsborough and Polk County. His background encompasses theme parks, powerhouses, residential, commercial, industrial, water parks, hospitals, universities, colleges, and high rises. He is knowledgeable in the NFPA 70 National Electrical Code and various programs used daily by municipalities and private providers for inspection submissions. He is well-versed in providing same-day service for multiple cities and individual contractor sites. His repertoire includes travel throughout Florida, such as inspections conducted in Naples and Tallahassee on the same day.

PROJECT EXPERIENCE

City of Tavares - Municipal Support

Tavares, FL

Mr. Dasher serves as Building Inspector for this as-needed piggyback contract. He provides building inspections as needed.

City of Maitland - Continuous Building Department Support

Maitland, FL

Under UES's continuing contract to provide professional building department services to the City of Maitland, Mr. Dasher has provided various disciplines of code compliance inspections and/or plan review services.

City of Winter Springs - Continuous Bldg. Dept. Support Services

Winter Springs, FL

Under UES's back-to-back continuing contracts to provide professional building department support services, Mr. Dasher has provided various types of code compliance inspection services, as well as building official/ code administration duties.

City of Sanford - Municipal Support

Sanford, FL

Mr. Dasher serves as Building Inspector for this active contract, which is a piggy-back on a City of Lakeland continuing contract. As part of UES's plans reviews and

building inspections scope, he provides plans examination and/or building inspections as needed.

City of Port Orange - Continuous Building Department Support

Port Orange, FL

Under UES's continuing contract, Mr. Dasher provided code compliance plan review services.

Brevard County School Board - Code Compliance Support

Brevard County, FL

Under UES's continuing contract, Mr. Dasher has provided various disciplines of code compliance inspections and/or plan review services to the School Board.

Prior Experience

City of Ocala - Electrical Inspector / Plans Examiner

Ocala, FL

While working with the City of Ocala, William acquired his commercial and residential Electrical Inspector and Electrical Plans Examiner licenses within his first six months with this building department. Along with inspections, plan reviews, change of occupancy inspections, he was also trained in the functionality of all aspects of the building.



Education

AAS, Construction Technology, SUNY at Canton

Years of Experience

44

Licenses

- CABO Certified Building Official

Certifications

- Master Code Professional
- Chief Code Analyst: Electrical/Building/Mechanical/Fire Code/Plumbing
- Plans Examiner: Building/Electrical/Plumbing/Mechanical
- One & Two Family Dwelling Inspector
- Building Inspector
- Plumbing Inspector
- Mechanical Inspector
- Fire Inspector
- Fire Safety Inspector (Division of State Fire Marshal)

David John Aldrich, BN, PX

Building Official/Building Inspector

With over 44 years of experience, David serves UES' Orlando branch as a Building Inspector and Building Official. His repertoire spans both public and municipal clientele, as well as residential efforts. David is a certified Building Official, licensed inspector for building, mechanical and plumbing disciplines. He also holds designations of Plan Examiner, Chief Code Analyst, and Master Code Professional.

PROJECT EXPERIENCE

Mallory Square Apartments

Orlando, FL

Mr. Aldrich performs Building Official duties for this ongoing contract. UES' scope includes performing private provider inspections (PPI).

City of Winter Springs - Continuous Building Department Support Serv.

Winter Springs, Seminole Co., FL

Under UES' back-to-back continuing contracts to provide professional building department support services, Mr. Aldrich provides a combination of various MEP code compliance services including inspections, plan review, and building official duties.

City of Belle Isle - Continuous Building Department Services

Belle Isle, FL

Under UES' back-to-back continuing contracts to provide professional building department services, Mr. Aldrich provides various types of code compliance inspection services.

Town of Eatonville Professional Building Department Services

Eatonville, FL

Under a piggy-back contract to provide professional building department services, Mr. Aldrich provides plan review services on various residential and commercial structures.

City of Tavares Piggy-Back Contract

Tavares, FL

Mr. Aldrich serves as a Building Official for this active contract. He performs various Building Official responsibilities as needed.

City of Sanford

Sanford, FL

Mr. Aldrich was a Building Official at the City of Sanford.

City of Casselberry

Casselberry, FL

Mr. Aldrich was a Building Official at the City of Casselberry.

City of Winter Garden

Winter Garden, FL

Mr. Aldrich was a Building Official at the City of Winter Garden.

City of Altamonte Springs

Altamonte Springs, FL

Mr. Aldrich was a Building Official at the City of Altamonte Springs.

Brown & Root

Houston, TX

Mr. Aldrich was a Structural Designer III at Brown & Root.

Texas State Department of Highways & Transportation

Houston, TX

Mr. Aldrich was a Construction Inspector at the Texas State Department of Highways & Transportation.



Education

HVAC Program, FSCJ

Years of Experience

23

Certifications

- Building Code Administrator, BU2164
- Building, Plumbing, and Mechanical Plans Examiner, PX3928
- Building, Plumbing, Mechanical, Residential, and Coastal Construction Inspector, BN6820
- Residential Plans Examiner, RPX281
- Florida Fire Safety Inspector, 246682
- ICC Master Code Professional, 8388552

Bobby Coleman

Inspector

Bobby Coleman has 23 years of experience in construction and fabrication for structural, mechanical, and specialty inspections. 7 years in industrial/commercial construction, 7 years as the owner of a building maintenance business, 1 year as a facility maintenance supervisor for a country club, and 8 years as an inspector of both residential and commercial buildings.

PROJECT EXPERIENCE

TRYP by Wyndham

St. Augustine, FL

Project consisted of CMU construction with wood roof framing

Embassy Suites

St. Augustine, FL

Bobby provided post tension cable slab inspection

The Carlton at Bartram Park

Jacksonville, FL

Project included 18 post tension slabs with 3 story wood frame construction

Kolka Residence

Palm Coast, FL

Project included 4 story CMU single family home built on the beach

Publix

Palm Coast, FL

Project consisted of bar joist strengthening for roof top mechanical replacement

Lowe's

St. Augustine, FL

Project consisted of CMU construction with steel roof framing

Publix

St. Augustine, FL

Project consisted of CMU construction with steel roof framing

First Baptist Church of Mandarin

Jacksonville, FL

Project consisted of tilt panel construction with steel roof framing

Memorial Emergency Center Mandarin

Jacksonville, FL

Project consisted of CMU construction with steel roof framing

Park West Emergency

Jacksonville, FL

Project consisted of CMU construction with steel roof framing

Normal House Assisted Living

Jacksonville, FL

Project included 38,000 SF 2-story wood frame construction

Salt Life Food Shack

Fernandina Beach, FL

Project consisted of CMU construction with steel roof framing

WestRock

Fernandina Beach, FL

Project included 5 concrete foundations with vertical structural steel

The Carlton

West Melbourne, FL

Project included 16 wood framed 3-story buildings with clubhouse and pool

Aqua Apartments

Palm Bay, FL

Project included 4 wood framed 4-story buildings with clubhouse and pool



Years of Experience

37

Licenses

- Standard Inspector - FL
BN002075
- Building Code
Administrator - FL
BU1720
- Plans Examiner - FL
PX2924

Certifications

- ICC, International
Property Maintenance
and Housing Inspector
#5186466-64

B. Dean Hall, Jr., BN, BU, PX

Inspector

Billy Dean Hall is a licensed inspector, building code administrator, and plans examiner serving UES' Orlando branch. With over three decades of industry experience, his expertise includes tenure as an inspector with the cities of Orlando, Ocoee, and Winter Garden, respectively. He has performed construction and inspections for a varied clientele, from hospitals cancer centers, to assisted living facilities, multi-family environments (apartments, townhouses, and condominiums) and single-family homes.

EMPLOYMENT HISTORY/PROJECT EXPERIENCE

Inspector

City of Ocoee, FL

As an inspector, Mr Hall was involved with inspection efforts across various projects, including serving as Building Official for the Major League Baseball Training Center XL Program (including a 40,000 SF facility), a three-story, 109,000 SF NFL Assistant Living Complex. He also performed inspections for a townhouse community including 90-120 units, various apartment complexes, and a subdivision with more than 20 single-family homes. Additionally, Mr. Dean inspected several PUD complexes including mixed-use commercial units.

Inspector

City of Winter Garden, FL

As an inspector, Mr Hall was involved with inspection efforts across various projects, including several large housing communities within the city, three apartment complexes, and the city's downtown redevelopment program.

H&H Builders

During his tenure with H&H, Mr Hall was involved with construction of several apartment complexes and single-family home communities throughout Seminole and Orange counties.



Education

BA, Mid-America Nazarene,
University, 1978

Years of Experience

24

Licenses & Certification

- Building Inspector
- Plumbing Inspector
- Mechanical Inspector
- Commercial Electrical Inspector
- Residential Electrical Inspector
- One & Two Family Dwelling Inspector
- Coastal Construction Inspector
- Building Plans Examiner
- Mechanical Plans Examiner
- Electrical Plans Examiner
- One and Two Family Plans Examiner
- Building Code Administrator
- Fire Certification
- FACE Certification Level 1, 2, 3

Allen Johnson, BN, PX, BU

Building Official/Fire Inspector

Allen Johnson has over 24 years of construction-related experience, including one and two-family dwellings, commercial electric, commercial mechanical, commercial plumbing, commercial building, and building official.

PROJECT EXPERIENCE

City of Maitland Municipal Support

Maitland, FL

Mr. Johnson has served as Building Official/Inspector under UES's continuing contract (piggy-back of UES's contract with Lake County) with the City of Maitland. As part of UES's municipal support team, he provides building inspections and/or code administration as needed.

Deputy Building Official & Building Official

City of Maitland, FL

From 2004 to 2007, Mr. Johnson's primary responsibilities as Deputy Building Official included supervising permitting staff and performing all plan review and reviewing development of new projects as a member of the Development Review Committee. He was promoted to the Building Official position which he held from 2007 to 2021. His responsibilities included overseeing all Building Division staff including permitting staff, inspections and plan review staff, and other functions unique to the Building Official. These included consulting with owners, contractors, architects and engineers about processes, code interpretations, assessing damage from emergency incidents such as flooding impacting buildings; working with other departments, supervising staff, and implementation of new software.

City of Winter Springs - Continuous Bldg Dept Support Services

Winter Springs, FL

Under UES's back-to-back continuing contracts to provide professional building department support services, Mr. Johnson has provided various types of code compliance inspection services.

City of Belle Isle - Continuous Building Department Services

Belle Isle, FL

Under UES's back-to-back continuing contracts to provide professional building department services, Mr. Johnson has provided various types of code compliance inspection services.

Town of Eatonville Professional Building Department Services

Eatonville, FL

Under a piggy-back contract to provide professional building department services, Mr. Johnson provides plan review services on various residential and commercial structures.

City Inspector/Plans Examiner (Prior Employment)

City of Lake Mary, FL

Lake Mary had an inspector for each trade and Mr. Johnson was the building inspector for one year and nine months. After this, he obtained provisional plan review certifications and was the residential plan reviewer and back-up inspector for the remaining 7.5-year tenure.



Education

BS, Sociology, University of Florida

Years of Experience

31

Licenses & Certifications

- Building Inspector - BN4525
- Building Plans Examiner
- Coastal Inspector - PX4146 / SFP307
- Mechanical Inspector
- One and Two Family Dwelling
- One and Two Family Plans Examiner
- Plumbing Inspector
- Plumbing Plans Examiner
- Registered General Contractor - RG0066728

Edward Mueller

Building Plans Examiner

Edward Mueller is a Building Plans Examiner with 31 years of experience. He began his career in the United States Coast Guard as part of the Presidential Honor Guard. He then went on to receive his Building Contractor's license in Virginia and his General Contractor's license in Florida. Prior to accepting a Building Inspector role with the city of Apopka, he managed his own construction company in Virginia and Florida. He served the city of Apopka for nearly two decades, where he continued his education to earn nine additional licenses.

PROJECT EXPERIENCE

Coca-Cola Plant

Apopka, FL

Mr. Mueller served as the Main Building Inspector for the demolition of the old plant and construction of the current plant. The project valuation was approximately \$33M.

Advent Health Hospital

Apopka, FL

Mr. Mueller served as the Main Building Inspector for the construction of the new six-story Advent Health Hospital (formerly Florida Hospital) in Apopka, FL.

Hilton Hotel

Apopka, FL

Mr. Mueller served as the Main Building Inspector and assisted with plans review for a new multi-floor hotel for Hilton.



Education

MBA, Nova Southeastern University

BS, Nova Southeastern University

Years of Experience

45

Licenses

- Bldg Code Administrator
- Certified Electrical Contractor
- Certified Residential Builder
- Standard I & II Family Dwelling Plans Examiner
- Standard Inspector
- Standard Modular Inspector & Plans Examiner
- Standard Plans Examiner

Certifications

- ICC Accessibility Inspector/Plans Examiner
- ICC Bldg Inspector
- ICC Bldg Plans Examiner
- ICC Bldg Code Official
- ICC Certified Bldg Official
- Certified Electrical Code

Richard Olds, BN, PX, BU, MCP

Multi-Licensed Code Compliance Inspector / Plan Reviewer

Richard Olds has 45 years of construction-related experience including electrical and residential building contracting. He is a Florida-licensed Building Code Administrator, Plans Examiner, and Inspector. His professional career includes 42 years as a residential building and electrical contractor and approximately six years of service as a municipal code compliance Plans Examiner II for the St. Johns County, Florida, Building Department. He has over a decade of experience performing building code compliance inspection and plans examination. His industry experience has involved various types of commercial and residential building construction ranging from small, single-family dwellings to large multi-story and multi-family structures. Mr. Olds' main responsibilities include inspecting for code compliance and quality assurance per the approved plans, documents, and project specifications; generating field reports for any code or specifications violations; and meeting with contractors to resolve field issues. He has performed all trades inspection and plan review on hundreds of construction projects for public and private clientele. Mr. Olds also has extensive experience performing building inspections and plan reviews and has significant knowledge of International Code Council (ICC) codes and State of Florida building codes and standards. He is a certified Master Code Professional (MCP) and a licensed building official (BU). He also serves as a Project Specialist Reservist for the Federal Emergency Management Agency (FEMA), a position that delivers assistance to public applicants with FEMA for financial repayment of eligible disaster-related expenses.

PROJECT EXPERIENCE

Professional Building Department Services

Osceola County, FL

Mr. Lilly serves as a Building Inspector for UES' current Osceola County contract. As part of UES' Building Department Services, he inspects buildings and properties to ensure compliance with approved plans and applicable codes. This effort is a piggyback contract from Lake County, Florida.

City of Rockledge

Brevard County, FL

Mr. Olds served as a Senior Building Inspector for the professional building department services continuing contract with the City of Rockledge, Florida. Services provided include licensed standard inspector and plans examiner services in support of the City's Building Department. Construction projects included commercial, residential, industrial, institutional, and municipal facilities.

City of Cocoa

Brevard County, FL

Mr. Olds served as a Senior Building Inspector for the professional building department services continuing contract with the City of Cocoa, Florida. Services provided include licensed plans review, inspection, and permitting assistance in support of the City's Building Department. Construction projects included commercial, residential, industrial, institutional, and municipal facilities.

Brevard County Public Schools Building Department Services Continuing Contract

Brevard County, FL

Mr. Olds served as a Senior Building Inspector for the professional building department services continuing contract with the School District. Services provided include licensed building and fire/life safety plans review and inspection for the School District's facilities construction and renovation projects.



Years of Experience

25

Licenses

- Standard Inspector - #BN6850
- Standard Plans Examiner - #PX3737
- Certified General Contractor - #CGC1531399

Michael D. Iseley BN, PX

Building Inspector I

Michael has 25 years of commercial construction experience, primarily in the plumbing trade throughout the country, and over 2 years of experience as a plumbing inspector with the City of Fort Lauderdale. He is a Certified General Contractor, Plumbing Contractor, and RESNET HERS Rater.

PROJECT EXPERIENCE

City of Fort Lauderdale - Plumbing Inspector

Fort Lauderdale, FL

DU-ALL Plumbing - Plumbing Contractor

Lake Worth, FL

CSX Facilities Management - Plumber/Pipefitter

Jacksonville, FL

UA Local 525 - Plumber/Pipefitter/Foreman

Las Vegas, NV

United Mechanical, Inc. - Plumber/Pipefitter/Field Supervisor

Fort Myers, FL



Years of Experience

23+

Licenses

- Certified Building Contractor - CBC1255113
- Standard Inspector - BN7461

Charles P. Adolf, Jr., BN

Building Inspector

Charles serves UES' Orlando office as a Building Inspector, with over two decades of construction industry experience. He maintains licensure as a Standard Inspector and is also a third-generation licensed Building Contractor. Charles has a robust background in large custom residential and light commercial projects. Additionally, he maintains a solid knowledge of new and emerging industry technologies as well as code changes and updates.

EMPLOYMENT HISTORY/PROJECT EXPERIENCE

Universal Engineering Sciences (UES) - Building Inspector (November 2023-present)

Orlando, FL

Charles serves UES' Orlando Building Inspections Department, conducting inspections as needed for residential and commercial projects.

Marion County - Building Inspector/ Plans Examiner I (March 2021-September 2022)

Ocala, FL

As a city Building Inspector specializing in residential 1- and 2-family dwellings, Charles conducted code compliance inspections for residential projects and new and existing structures, including structural, mechanical, electrical, plumbing, fuel gas and energy efficiency compliance.

Site Superintendent - Adolf Construction, Inc. (November 2001-December 2006)

Ocala, Marion County, FL

Charles coordinated, managed, and supervised all aspects of the firm's residential and light commercial construction and renovation, including all subcontractor trades.

City of Ocala- Licensed Building Inspector (July 2017-January 2021)

Ocala, FL

As a city Building Inspector for residential 1- and 2-family dwellings, Charles evaluated conditions of existing homes for participation in state and federally funded rehabilitation grant programs (i.e. HUD/CDBG, HOME, FL SHIP Program). He also developed Scopes of Work for needed repairs or alterations, conducted pre-bid meetings with interested parties, coordinated contract meetings and supervised work for Building Code and program compliance. Additionally, Charles managed and authorized draws for each project as required. He coordinated with contractors and the City of Ocala Building Department for needed permits and inspections for various projects.

F. FINANCIAL PLAN

UES submitted our last three (3) fiscal year's financial statements via vendorlink as requested.

TAB B

**SIMILAR PROJECTS, PAST
PERFORMANCE**

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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 Casselberry is not acceptable). The contact person provided shall be a person who has personal knowledge of the Proposed performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:	
Project Name: Town of Eatonville - Building Department & Fire Hydrant Inspections Services	
Type of Project/Service: Inspections, Plan Reviews, and Fire Code Services	
Address: 307 East Kennedy Blvd. Eatonville, FL 32751	
Contracting Agency/Client: Town of Eatonville	
Contact Name and Phone #: Demetris Pressley, CSM, (407) 623-8909	
Contact Email Address and Fax #: dpressley@townofeatonville.com	
Contract Amount: \$590,000.00 (JTD)	Date Work Performed: 2016 - Ongoing
Project #2:	
Project Name: City of Belle Isle - Building Department	
Type of Project/Service: Inspections, Plan Reviews, and Fire Code Services	
Address: 1600 Nela Avenue, Belle Isle, FL 32809	
Contracting Agency/Client: City of Belle Isle	
Contact Name and Phone #: Rick J Rudometkin, City Manager (407) 450-6272	
Contact Email Address and Fax #: rickr@belleislefl.gov	
Contract Amount: >\$100,000	Date Work Performed: 2010 - Ongoing
Project #3:	
Project Name: School District of Brevard County Continuing Contract	
Type of Project/Service: Building Code Inspection, Permit Plan Review, and Fire Safety Services	
Address: 2700 Judge Fran Jamieson Melbourne, FL 32940	
Contracting Agency/Client: The School Board of Brevard County	
Contact Name and Phone #: Doreen Miller, Building Dept. (321) 631-1911	
Contact Email Address and Fax #: miller.doreen@brevardschools.org	
Contract Amount: \$872,514.00 (JTD)	Date Work Performed: 2013 - Ongoing
Project #4:	
Project Name: City of Winter Springs - Community Development	
Type of Project/Service: Inspections, Plan Reviews, and Fire Code Services	
Address: 1126 East State Road 434 Winter Springs, FL 32708	
Contracting Agency/Client: City of Winter Springs	
Contact Name and Phone #: Terrilyn Rolle, MPA, AICP 407-327-7597	
Contact Email Address and Fax #: trolle@winterspringsfl.org	
Contract Amount: >\$100,000	Date Work Performed: 2016 - 2018
Project #5:	
Project Name: City of Tavares	
Type of Project/Service: Inspections, Plan Reviews, and Fire Code Services	
Address: 201 E. Main St. P.O. Box 1068 Tavares, FL 32778-1068	
Contracting Agency/Client: City of Tavares	
Contact Name and Phone #: Ralph W. Jones III CBO - Building Official 352-742-6406	
Contact Email Address and Fax #: Ralph.Jones@TavaresFL.gov	
Contract Amount: \$673,600.00 (JTD)	Date Work Performed: 2019 - Ongoing

CONTINUING CONTRACT: CITY OF BELLE ISLE

BELLE ISLE, FLORIDA



PROJECT DESCRIPTION

UES has held a continuing city-wide contract to provide professional building department services for the City of Belle Isle since 2010. Daily, UES performs inspection and plan review for all construction projects, including commercial, residential and industrial, institutional, and municipal facilities from 2009 to the present. UES also serves as the building official and permitting office for the City of Belle Isle.

SCOPE OF SERVICES:

Inspections &
Code Compliance

OWNER/CLIENT:

The City of Belle Isle
1600 Nela Avenue
Belle Isle, Florida 32809

CONTACT INFORMATION:

Rick J Rudometkin,
City Manager
rickr@belleislefl.gov
Phone: (407) 851-7730
M: (407) 450-6272

PROJECT MANAGER / KEY PERSONNEL:

David J. Aldrich
Jay D. Abel
Guillermo Alegria
John R. Brooks
John Jackson
William Moody
Karl McGuire

PROJECT DATES:

On-Going

UES FEE:

\$3,213,919.00
(from 2010 to present)

CONTINUING CONTRACT: TOWN OF EATONVILLE

EATONVILLE, FLORIDA



PROJECT DESCRIPTION

From 2009 to 2011 and from 2016 and on-going, UES has held a continuing city-wide contract to provide professional building department services for the Town of Eatonville. UES has performed inspections, plan reviews services for all construction projects, including commercial, residential and industrial, institutional, and municipal facilities from 2009 to the present. UES also serves as the building official and permitting office for the Town of Eatonville.

SCOPE OF SERVICES:

Inspections & Code Compliance

OWNER/CLIENT:

Town of Eatonville
307 Kennedy Boulevard
Eatonville, Florida 32751

CONTACT INFORMATION:

Demetris Pressley, CSM,
Interim-Chief
Administrative Officer
307 E. Kennedy Blvd
Eatonville, FL 32751
(407) 623-8913

PROJECT MANAGER / KEY PERSONNEL:

John Jackson
Gary Gerstemeier
Gemelo Lucesio
Thomas Timmins
Paulo Fray
Richard Olds
Guillermo Alegria,
David Rodriguez Gonzalez
David Aldrich
Bobby Coleman

PROJECT DATES:

On-Going

UES FEE:

\$468,113.00
(current contract, 2016 to
present)

SCHOOL DISTRICT OF BREVARD COUNTY

BREVARD COUNTY, FLORIDA



PROJECT DESCRIPTION

UES has provided professional services related to building code inspection and permit plan review for the School Board since 2013 (over ten years). Our staff conducts building inspections and plan reviews, and life safety code compliance services for construction projects at facilities throughout the school district to ensure compliance with the Florida Building Code.

SCOPE OF SERVICES:

Inspections & Code Compliance

OWNER/CLIENT:

The School Board
of Brevard County
1254 South Florida Avenue
Rockledge, Florida 32955

CONTACT INFORMATION:

Doreen Miller
Building Dept. Planning and
Permitting Administrator
miller.doreen@brevardschools.org
(321) 631-1911

PROJECT MANAGER / KEY PERSONNEL:

David Olivieri
Richard Olds
John Jackson
William Moody

PROJECT DATES:

On-Going

UES FEE:

\$1,182,047.00
(from 2013 to date)

TAB C

**PROJECT APPROACH/
WORK PLAN**



A. WORK PLAN/TECHNICAL APPROACH/PROJECT MANAGEMENT

UES understands the Scope of Services and we have outlined how we will approach the work for the City.

UES is well-versed in the Florida statutory code compliance nuances and has over 20+ years of experience conducting private provider code compliance services and city/county building department services.

With a growing demand for construction plan review and inspection services, UES has become the most reliable, cost-effective resource for government extension assistance. We focus on assisting our clients in improving their service to the community while simultaneously reducing their business costs.

Our staff is certified to meet all the requirements of Florida Statute Chapters 468 Part XIII, 471, 481, and 633, Florida Building Code and any other applicable Chapter of the The City of Casselberry Building Department's codes and ordinances.

Our qualified, capable staff consists of multi-certified professionals valued for their experience, professional knowledge, and desire to surpass clients' expectations.

With a rising demand for plan review services, we have become a dependable, customer service-driven resource.

For this contract, UES will provide personnel to perform 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 1, in conjunction with the City building safety staff.

As we have performed as-needed inspection and plan review support for the City's Building Department, we are uniquely familiar with Department workflows. It is our understanding that the City seeks professional, licensed firms to perform services for:

Florida Building Code compliant residential and/or commercial remote plan reviews and inspections in the principal building trades of building, MEP, energy conservation, and existing building.

UES will provide personnel to conduct Florida Building Code compliant residential and/or commercial remote plan reviews and Florida Building Code Compliant Building Official services.

UES recognizes that we are to supply personnel ("Assigned Employees") who shall provide a variety of expert consulting services to the City's Building Office.

UES also recognizes that we are responsible for providing other Assigned Employees as requested by the City from time to time and as reflected on a need-based requirement.

UES understands that all Assigned Employees are employees of our firm and are not, and will not be considered, employees of the City. We will select employees that meet the City's requirements noted herein and provide them for the City's based on their qualifications, certifications, licenses, and experience as an Assigned Employee.

UES is obligated to be cost conscious in our attempts to ensure we meet the City needs. We respond to those needs without compromising the integrity of our work.

We have developed an effective process of partnering with our clients such as the City of Belle Isle, the Town of Eatonville, Winter Springs, Seminole County and Sanford.

Our mission is to communicate with our clients before and during the work to come to mutually agreeable terms. We intend to provide the City with comfort in knowing that UES views cost management as a critical concern.

UES maintains full management control over the scheduling and quality of our work. Should a problem arise, we urge your representative to contact our Senior Management and/or Principals for immediate resolution.

UES staff members are professional in every way. We strive to blend seamlessly, representing the City with professional, courteous service, and to become an asset to the City Building Official and the Building Office. All staff will accept direction and instructions while performing their duties independently and professionally, with minimal supervision required.

UES provides exception service and we take pride in delivering outstanding services to our customers. The preceding process outlines the proposed approach to comply with the scope of services contained in this RFP.

REMOTE PLANS EXAMINERS (BUILDING, ELECTRICAL, MECHANICAL AND PLUMBING)

UES' Plans Examiners will provide technical plan reviews per the Florida Building Code (FBC) and other federal, state, and local laws, rules, regulations, directives, codes, and ordinances.

Each plans examiner is well-recognized in their field of expertise and is required to maintain their license with the state of Florida in compliance with Florida Statute 468 XII.

Upon receiving a Plan Review assignment, UES' Plans Examiners will review construction documents for compliance with adopted codes and standards. After completing each review, the plans examiner shall approve or reject the proposed work for specific code deficiencies.

All examinations will be recorded in the City computer system.

Comments from each Plan Review will be compiled and formatted into a clear, concise document. All deficiencies identified shall reference the sheet number and include the proper code citations required by Florida Statutes. The City staff will receive review comments.

Plans examiners shall also meet with and assist design professionals, contractors, and homeowners to answer questions about the code and its intent.

In addition, plans examiners can provide plan reviews for clients with schedule constraints or an aggressive schedule at the discretion of the Building Official.

INSPECTORS (BUILDING, ELECTRICAL, MECHANICAL, AND PLUMBING)

UES' highly trained and certified inspectors have provided construction inspection services for many complex, high-profile projects.

All UES inspectors are well-respected in their field of expertise and must maintain their license with the state of Florida per Florida Statute 468 XII.

Once a UES inspector is approved by the City and given an assignment, they will report for work and be available to perform inspection service duties during regular business hours or as needed. UES' approved personnel will report to the City Building Official or their designee. UES shall not change them without the City's prior consent.

Upon inspection assignments, UES Inspectors will provide residential and commercial inspections for compliance with the Florida Building Code, State Statutes, and local codes and ordinances. Inspection services will include new and existing permitted residential and commercial construction within the City.

They will provide written comments if found non-compliant with applicable codes and regulations. UES' inspectors will provide written inspection reports using inspection forms and log daily inspection results and hours worked in a permitting tracking system.

All deficiencies identified shall include proper code citations as required by Florida Statutes. UES' certified staff will contact contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns.

As noted, UES inspectors utilize late-model vehicles equipped with a mobile computing solution and the latest upgrades. This setup provides staff with enhanced communication abilities. The mobile system allows the inspector to provide accurate real-time inspection results and other documents in the field.

In addition, every employee has a smartphone. The cell phone numbers are shared with our municipal partners and customers.

UES inspectors understand the importance of keeping clear and concise documentation of all inspections. Our staff will provide the same level of service as if they were members of your own jurisdiction's staff.

B. SCHEDULE

To ensure smooth, timely delivery of Building Inspection and Plan Review services for the City, UES has developed a robust project schedule with a focus on critical path tasks and essential resource allocation. The project implementation plan includes strategic management and planning measures designed to maximize efficiency and responsiveness, providing the City with exceptional support throughout the project.

1. Task and Project Schedule Overview Initial Project Setup (Weeks 1-2)

- **Kickoff and Coordination:** A project kickoff meeting will establish communication channels, define roles, and review expectations. UES will designate a project manager and set up routine check-ins with City staff.
- **Resource Allocation and Staffing:** We will identify required personnel for each phase, including inspectors, plan reviewers, and support staff, ensuring appropriate certifications and experience are matched to the City's needs.

2. Plan Review Services (Ongoing)

- **Plan Submission and Review:** We will establish an efficient review cycle, targeting completion of all reviews within 2-10 business days, depending on complexity. This allows for timely feedback and adjustments while supporting the City's development schedules.

- **Critical Path Item – High-Priority Reviews:** Large or complex projects will be flagged for prioritized review. UES will assign senior reviewers to expedite processing as necessary to avoid project delays.
- **Coordination and Feedback Loop:** For projects requiring multiple reviews or substantial adjustments, UES will coordinate closely with the City and design professionals, ensuring all stakeholders are promptly informed of changes and review outcomes.

3. Building Inspections (Daily Scheduling, Ongoing)

- **Daily Inspection Scheduling and Coordination:** UES will offer flexible daily scheduling options, including online booking and dedicated inspection windows, to accommodate high-demand periods and ensure responsive service.
- **Critical Path Item – Fast-Track Inspections for High-Impact Projects:** Inspections for essential infrastructure or priority projects will be fast-tracked as necessary. UES inspectors will be on-call for urgent requests, providing real-time updates through the Citizen Serve Software.
- **Staffing and Resource Flexibility:** To manage peak inspection periods, UES will deploy additional inspectors from our extensive network, ensuring that Casselberry has ample inspection support throughout the project.

PROJECT MANAGEMENT AND PLANNING STRATEGIES

- **Continuous Communication and Progress Tracking:** UES will maintain open communication with the City, providing weekly progress reports and holding monthly status meetings. This ensures all tasks are tracked effectively and any issues are addressed proactively.
- **Quality Control and Quality Assurance:** UES employs a rigorous QA/QC process, with senior inspectors and plan reviewers overseeing work to ensure accuracy and code compliance on every project.

- **Resource Flexibility and Backup Support:** UES's nationwide network provides Casselberry with access to additional resources if needed, ensuring uninterrupted service. Our team's flexibility allows us to accommodate unexpected needs, such as project surges or expedited inspections.

C. ADEQUACY OF RESOURCES

Our staff has the necessary training, education, tools, and equipment to perform the services under this contract, including (but not limited to) professional uniforms logoed as desired by the City.

UES' professional staff consists of state-licensed plan examiners, engineers and architects, and certified inspectors and building officials. Our Building Inspection Department (BID) staff of qualified professionals and inspectors can quickly become an extension of your team by seamlessly integrating themselves into your workflow.

The City may rely on our committed remote plan review staff to increase permitting and construction manageability and to handle the complexities of code compliance.

In this era of evolving state-wide Florida Building Code, it is critical to have plan reviewers knowledgeable about the latest regulatory statutes.

Our team's experience and ability to respond to needs of contractors, citizens, architects and engineers and resources results in much more fiscally-lean and efficient tasks. Our robust staff includes:

- Professional engineers and architects
- Building officials/building code administrators
- Fire safety inspectors
- Licensed plans examiners and inspectors

D. SPECIFIC SERVICES AND TASK PERFORMED BY UES

UES is committed to delivering professional Building Official services to the City, including comprehensive plan review and inspection services for all residential, commercial, and ancillary structures. Our team will ensure that all work aligns with applicable local, state, and federal codes and is free from any direct or indirect conflicts of interest with current contractors or potential future businesses within the City.

1. SPECIFIC SERVICES AND TASKS

Building Official Services

UES will act as the City's designated Building Official, ensuring all construction activities meet regulatory and code requirements. This includes oversight of both plan review and inspection processes.

UES' Commitment: A dedicated Building Official, certified in relevant building codes and regulations, will serve as the City's primary contact for all Building Official tasks, ensuring compliance with all mandated requirements and regulations.

Plan Review Services

Our team will conduct comprehensive plan reviews on all residential, commercial, and ancillary projects. This includes evaluating structural, general building, roofing, plumbing, electrical, elevator, accessibility, gas, fire prevention, energy, and mechanical systems to ensure compliance with local, state, and federal codes.

UES' Commitment: UES will provide a team of certified plan reviewers with expertise across multiple disciplines, including structural, electrical, plumbing, and mechanical systems. Senior plan reviewers will oversee the process, particularly for complex commercial or mixed-use projects, to expedite review cycles and meet project timelines.

Inspection Services

UES will perform field inspections on all permitted structures, covering all code-required systems (structural, building, roofing, plumbing, electrical, gas, fire prevention, energy, and mechanical). Inspections will be thorough and in compliance with current codes to ensure the safety and longevity of all structures within the City.

UES' Commitment: A dedicated team of certified inspectors, each with specific expertise in required systems, will be assigned to the City. These inspectors will be available for daily scheduling and on-call support as needed to meet project demands and inspection requirements.

2. COORDINATION AND STAFFING WITH THE BUILDING DIVISION

Coordination with the Building Permitting Manager

UES will work directly with the Building Permitting Manager to streamline operations, ensuring all permit processing, issuance, and inspection activities align with City requirements and timelines.

UES' Commitment: Our Project Manager, David Olivieri, CBO, CFM, will serve as the primary point of contact, collaborating closely with the Building Permitting Manager and facilitating clear, continuous communication to ensure seamless integration with City staff.

Utilization of City Building Division Staff

UES will leverage the City's remaining Building Division staff for support in inspection and plan review processes as needed. This collaborative approach will enable efficient resource use, allowing us to handle high workloads effectively and meet City objectives.

UES' Commitment: UES will coordinate assignments with the Building Permitting Manager to ensure all team members understand their roles and contributions.

3. SOFTWARE INTEGRATION WITH CITIZEN SERVE

UES will utilize the City's Citizen Serve software to streamline the tracking and management of permits, inspections, and related documentation. Our team will receive training on Citizen Serve if needed to ensure accurate data entry and reporting, maintaining full transparency for all permits and inspections.

UES' Commitment: UES' administrative and support staff will handle Citizen Serve operations, with our Building Official and Project Manager overseeing entries to ensure compliance and accuracy.

UES' structured approach and dedicated staffing will provide the City of Casselberry with consistent, expert Building Official, Plan Review, and Inspection services, ensuring compliance, safety, and streamlined operations across all permitted structures.

PROJECT TEAM AND STAFF ALLOCATION

Role	Responsibilities	Personnel Assignment
Building Official	Serve as the primary Building Official, providing oversight on all code compliance	David M. Olivieri, CBO, CFM Allen Johnson, BN, PX, BU
Project Manager	Oversee coordination with the Building Permitting Manager, ensure timely deliverables	David M. Olivieri, CBO, CFM
Plan Review Team	Conduct plan reviews for all relevant systems, adhering to code and regulatory requirements	R. Kenneth Derick, MS, PE, CBO Duane J. Wallace, BN, BN, PX John R. Brooks, BN, PX William Dasher, BN, PX David Aldrich, BN, PX Billy Dean Hall, BN, BU, PX Allen Johnson, BN, PX, BU Edward Mueller, BN, PX Richard Olds, BN, PX, BU, MCP Michael Iseley, BN, PX
Inspection Team	Perform required inspections across all systems, ensure field compliance with plans and codes	R. Kenneth Derick, MS, PE, CBO John R. Brooks, BN, PX William Dasher, BN, PX David Aldrich, BN, PX Bobby Coleman, BN, RP Billy Dean Hall, BN, BU, PX Allen Johnson, BN, PX, BU Michael Iseley, BN, PX Charles Adolf, BN
Administrative Support	Operate Citizen Serve software, manage permit tracking, assist with documentation	UES will assign Admin Staff as needed

CURRENT AND PROJECTED WORKLOADS

UES HAS OVER 100 PROJECTS IN THE PRIVATE SECTOR EXPECTED TO CLOSE BY THE END OF 2025. HERE IS A SNAPSHOT OF THESE PROJECTS.

PUBLIC SECTOR - CONTINUING CONTRACTS (LONG-TERM WORKLOAD)			
Contract/Project Name	Client	Scope of Work	Estimated Completion
Continuing Contract - Brevard Public Schools, Judge Fran Jamieson Way, Brevard County, Florida, BID Plan Review, & Inspections	School Board of Brevard County, FL	Building Code Inspection, Permit Plan Review and Fire Safety Services	10/22/2027
Continuing Contract - City of Belle Isle- Building Department Services	City of Belle Isle, FL	Professional Building Department Services for the City of Belle Isle.	Open-ended
Continuing Contract - City of Casselberry Prof Bldg Svcs, Triplet Lake Drive, Casselberry, BID Municipal Support	City of Casselberry, FL	Professional Building Dept. Services/Municipal Support	Open-ended
Continuing Contract - City of Longwood Prof Bldg Dept Svcs - BID	City of Longwood, FL	Building Code Administrator Services	Open-ended
Continuing Contract - City of Maitland Building Department, BID Building Department Support Services	City of Maitland, FL	Municipal Support	Open-ended
Continuing Contract - City of Sanford Building Department - BID Building Support Services	City of Sanford, FL	Plan Reviews & Inspections	Open-ended
Continuing Contract - City of Tavares Building Department, BID Building Department Support Services	City of Tavares, FL	Municipal Support	Open-ended
Continuing Contract - City of Winter Springs, BID Building Department Services	City of Winter Springs, FL	Building Code Administrator, Plan Reviews & Inspections	Open-ended
Continuing Contract - Osceola County Public School, Kissimmee, Osceola County, BID	School District of Osceola County, Florida	Contracted Building Inspections & Plan Review Services	3/31/2026
Continuing Contract - Town of Eatonville - Building Department Services	Town of Eatonville, FL	Professional Building Department Services for the Town of Eatonville	Open-ended

PRIVATE SECTOR - INDIVIDUAL CONTRACTS (SHORT-TERM WORKLOAD)			
Contract/Project Name	Client	Scope of Work	Estimated Completion
1600 Lexington Green Lane, Sanford, Seminole County, Florida	Venue Construction Group, LLC	Inspection Services	2025
26Health Interior Buildout , Magnolia Ave, Orlando, Florida	26HEALTH, Inc.	Plans Review & Inspections	2025
52 at Park Apartments, Colonial Dr,	Lincoln Avenue Capital, LLC	Plan Review & Inspections	2025
52 at Park Apartments, Colonial Dr	Lincoln Avenue Capital, LLC	Plan Review & Inspections	2025
823 W 11th Street Addition	Eco Construction Group, LLC	Inspections & Plans Review	2025
Alro Metals Warehouse	Echelon Constructors, LLC	Alternative Inspections	2025
Apopka Acorn Apts & Retail, Apopka, Florida, BID Inspections & Plan Review	FL Development Group, LLC	Plan Reviews & Inspections	2025
AT&T Ocoee Tenant Buildout, Orange County, Florida, BID Inspections & Plan Review	Konover South	Alternative Plans Review & Inspections	2025
Bella Terra Subdivision, Johns Lake Road, Clermont, Florida	Ryan Homes an NVR, Inc. Company	Alternative Inspections	2025
Bellalago Subdivision (Lots 1 - 99), Lago Vista Court, Osceola County	AV Homes	Alternative Inspections	2025
Big Sky S/D, Ph I & II, Simmons Road & Sharp Road, Kissimmee, Florida	Taylor Morrison - Maitland*	Inspections & Plans Review	2025
Bldg. Envp. Insp., Westgate Palace, Towers A&B, 6145 Carrier Drive	Westgate Resorts, Ltd.	Alternative Inspections	2025
Blue Man Group Theatre, Icon Park	JT2 Engineering & Construction	Plans Review & Inspections	2025
CBRE WP360 Office Reno	HITT Contracting, Inc.	Plan Reviews & Inspections	2025
Clarcona Groves Apts Renovation	Lincoln Avenue Capital, LLC	Alternative Plan Review & Inspections	2025
Cottages at Lake Hamilton	Agador Spartacus Development	Blower Door Test	2025
Cranes Roost Village	Cranes Roost Village HOA c/o Sentry Management Services	Stairway & Handrail Inspection Services	2025
Creeden Residence, Hardwick	Hardwick General Contracting	Plans Review & Inspections & BDT	2025
Crossings S/D, Ph I, Piney Shrub Place	Highland Homes	Alternative Inspections	2025
Crowe Building, Terra Vista Ct	Exquisite Pool & Spa, Inc.	Blower Door Test (BDT)	2025
CVA Lake Nona (Clinic)	Precise Construction, Inc.	Plans Review & Inspections	2025
Cypress Park Estates Subdivision, Ph 3,	Park Square Enterprises, LLC	PPI Inspections	2025

DeJesus Residence, 100 South Eola Dr	Designer Trade Services	Inspections & Plans Review	2025
Deseo Grande Apartments, Ph 2 (Artegon), International Drive, Orlando	BCC Construction	Inspections & Plan Review	2025
DeVoe Custom Homes 2023 Various Locations	DeVoe Custom Homes, LLC	Plan Review & Inspections	2025
Falcon Trace II, 1401 S. Poinciana Boulevard, Osceola County, Florida,	Birdsong Housing Partners	Alternative Inspections	2025
Gardens at Lancaster Park S/D, St. Cloud, Florida, BID Inspections	Clayton Properties Group Inc. DBA Highland Homes	Inspection Services	2025
Grande Pines Apartments, Park Corniche Dr, Orange, Florida, BID	Pac I-Drive Apartments, LLC	Inspection & Plan Review	2025
Harvest at Ovation S/D, Winter Garden	Taylor Morrison - Maitland	Inspections & Plans Review	2025
Harvest Valley Ph 1, Sanford, Seminole, Florida, BID Inspections & Plan Review	Leaders Construction, Inc.	Alternative Inspections	2025
Haven at Davenport, 2425 Frontage Road, Davenport, Florida	Haven at Davenport, LLC	Fire Inspection Services	2025
Havens at Hickory Tree, St. Cloud, Osceola, Florida, BID Inspections	Stellar Development Services, LLC	Plans Review & Inspections & BDT	2025
Huntington Reserve Apts Reno, Sanford, Florida, BID	Lincoln Avenue Capital, LLC	Inspections & Plan Review	2025
Jacobs/Lockheed Martin East (Lake Underhill), BID Inspections Services	Jacobs Project Management, Inc.	PPI (full-time multi-discipline inspector)	2025
Jet's Pizza, Red Bug Lake Road, Seminole, Florida, BID Inspections & Plan Review	Accent Homes & Development, Inc.	Plan Review & Inspections	2025
Lake Cares Food Pantry, N Highway 19, Mount Dora, Florida, BID Inspections & Plan Review	Lake Cares Food Pantry	Plan Review & Inspections	2025
Lake Killarney Condos, Stairs & Handrails Inspection Services, Winter Park, FL	Lake Killarney Condominiums Association, Inc.	Stairway & Handrail Inspection Services	2025
Liberty Partners Development Various Homes, Central Florida, Florida, BID Inspections	Liberty Partners Development, LLC	Inspection Services	2025
Miller's Ale House Haines City, Hwy 27 & Park Place, Haines City, Florida, BID Inspections & Plan Review	Miller's Ale House	Inspections & Plans Review	2025
Mission Pointe II Apartments, Orlando, Orange County, Florida, BID Firestopping Services	The Bainbridge Companies	Inspections & Plans Review	2025
Wesley Pharmaceuticals Phase II, Orlando, Orange County, Florida, BID Inspections	Precision Building Construction	Inspection Services	2025
Wildblue Master POA	Lennar c/o Foley & Lardner	Inspection Services	2025

TAB D

RFP REQUIRED FORMS

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment “A”
Insurance Requirements

- A. Insurance. The successful Proposal/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 Proposer/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 Proposer/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
Professional Liability (errors and omissions)	\$500,000.00
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 Proposer/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 Proposer/Contractor and/or subcontractor shall provide the City’s Procurement and Contract 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,
 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

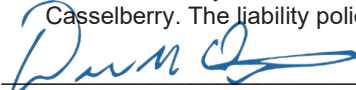
REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

City of Casselberry
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 AND CONTRACT MANAGEMENT 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 Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Proposer/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 Proposer/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 Proposer/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

David M. Olivieri, CBO, CFM

Typed Name of AUTHORIZED SIGNATORY

Building Inspection Department Manager

Title

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)

6/3/2024

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No): 770.670.5324 E-MAIL ADDRESS: uescerts@greyling.com	
INSURED UES Professional Solutions, LLC 4205 Vineland Road, Suite L1 Orlando, FL 32811		UNIVENG	
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A: Endurance American Specialty Ins Co		41718	
INSURER B: Evanston Insurance Company		35378	
INSURER C: Landmark American Insurance Company		33138	
INSURER D: Greenwich Insurance Company		22322	
INSURER E: Aspen Specialty Insurance Company		10717	
INSURER F: Convex Insurance UK Limited			

COVERAGES

CERTIFICATE NUMBER: 1466690031

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
D	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	RGC3002099	5/1/2024	5/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Employee Benefits \$1,000,000
D A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	RAC9438325 EXT30030240901	5/1/2024 5/1/2024	5/1/2025 5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Excess Auto \$2,000,000
B C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	MKL2EUE101855 LHA600397	5/1/2024 5/1/2024	5/1/2025 5/1/2025	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
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	Y	RWC3002100	5/1/2024	5/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E F	Excess GL Professional Liab Incl Pollution Liab			CX010NE24 B0146LDUSA2405257	5/1/2024 5/1/2024	5/1/2025 5/1/2025	Per Occ./Aggregate \$4,000,000 Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Sample Certificate	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
--------------------	--

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ACORD 25 (2016/03)

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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

REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "B"
Conflict of Interest Statement

- A. This sworn statement is submitted with Proposal/ITN, or Contract Number RFP-2025-1237, titled Building Official Services.

This sworn statement is submitted by UES Professional Solutions, LLC whose business address is _____

[Name of entity submitting sworn statement]

3532 Maggie Boulevard, Orlando, FL 32811 and (if applicable) its
Federal

Employer Identification Number (FEIN) is 59-1117804 of the individual signing this sworn statement:
David M. Olivieri, CBO, CFM

My name is David M. Olivieri, CBO, CFM and my relationship to the above entity is
Building Inspection Department Manager
[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFP # 2025-1237 for Building Official Services 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 restraints 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.

City of Casselberry | Procurement and Contract Management Division
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REQUEST FOR PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

Due Date: Thursday, November 14, 2024

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

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

David M. Olivieri, CBO, CFM

Typed Name of AUTHORIZED SIGNATORY

Building Inspection Department Manager

Title

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
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REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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):

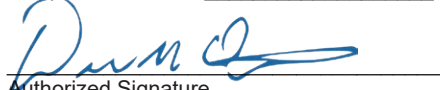
Addendum No. <u>1</u>	Dated: <u>10/22/2024</u>
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

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: UES Professional Solutions, LLC

Mailing Address: 3532 Maggie Boulevard, Orlando, FL 32811

Telephone Number: (407) 423-0504 Fax Number: (407) 423-3106 E-mail Address: DOlivieri@teamues.com



Authorized Signature

David M. Olivieri, CBO, CFM

Printed Name

FEIN: 59-1117804

Building Inspection Department Manager

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 PROPOSALS
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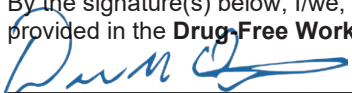
Attachment "D"
Drug-Free Workplace Certification

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
David M. Olivieri, CBO, CFM

Typed Name of AUTHORIZED SIGNATORY
Building Inspection Department Manager

Title

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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) LLC
State of Incorporation		Florida			
Principal Place of Business (Enter Address)		3532 Maggie Boulevard, Orlando, FL 32811			
Federal I.D. Number		59-1117804			

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: UES Professional Solutions, LLC

Mailing Address: 3532 Maggie Boulevard, Orlando, FL 32811

Telephone Number: (407) 423-0504 Fax Number: (407) 423-3106 E-mail Address: D.Olivieri@teamues.com


David M. Olivieri, CBO, CFM
FEIN: 59-1117804

Authorized Signature

Printed Name

Building Inspection Department Manager
11/14/2024

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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 Casselberry is not acceptable). The contact person provided shall be a person who has personal knowledge of the Proposed performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:	
Project Name: Town of Eatonville - Building Department & Fire Hydrant Inspections Services	
Type of Project/Service: Inspections, Plan Reviews, and Fire Code Services	
Address: 307 East Kennedy Blvd. Eatonville, FL 32751	
Contracting Agency/Client: Town of Eatonville	
Contact Name and Phone #: Demetris Pressley, CSM, (407) 623-8909	
Contact Email Address and Fax #: dpressley@townofeatonville.com	
Contract Amount: \$590,000.00 (JTD)	Date Work Performed: 2016 - Ongoing
Project #2:	
Project Name: City of Belle Isle - Building Department	
Type of Project/Service: Inspections, Plan Reviews, and Fire Code Services	
Address: 1600 Nela Avenue, Belle Isle, FL 32809	
Contracting Agency/Client: City of Belle Isle	
Contact Name and Phone #: Rick J Rudometkin, City Manager (407) 450-6272	
Contact Email Address and Fax #: rickr@belleislefl.gov	
Contract Amount: >\$100,000	Date Work Performed: 2010 - Ongoing
Project #3:	
Project Name: School District of Brevard County Continuing Contract	
Type of Project/Service: Building Code Inspection, Permit Plan Review, and Fire Safety Services	
Address: 2700 Judge Fran Jamieson Melbourne, FL 32940	
Contracting Agency/Client: The School Board of Brevard County	
Contact Name and Phone #: Doreen Miller, Building Dept. (321) 631-1911	
Contact Email Address and Fax #: miller.doreen@brevardschools.org	
Contract Amount: \$872,514.00 (JTD)	Date Work Performed: 2013 - Ongoing
Project #4:	
Project Name: City of Winter Springs - Community Development	
Type of Project/Service: Inspections, Plan Reviews, and Fire Code Services	
Address: 1126 East State Road 434 Winter Springs, FL 32708	
Contracting Agency/Client: City of Winter Springs	
Contact Name and Phone #: Terrilyn Rolle, MPA, AICP 407-327-7597	
Contact Email Address and Fax #: trolle@winterspringsfl.org	
Contract Amount: >\$100,000	Date Work Performed: 2016 - 2018
Project #5:	
Project Name: City of Tavares	
Type of Project/Service: Inspections, Plan Reviews, and Fire Code Services	
Address: 201 E. Main St. P.O. Box 1068 Tavares, FL 32778-1068	
Contracting Agency/Client: City of Tavares	
Contact Name and Phone #: Ralph W. Jones III CBO - Building Official 352-742-6406	
Contact Email Address and Fax #: Ralph.Jones@TavaresFL.gov	
Contract Amount: \$673,600.00 (JTD)	Date Work Performed: 2019 - Ongoing

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "G"
Proposed Schedule of Subcontractor Participation

☒ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: RFP-2025-1237	
Title: Building Official Services		Total Project Amount: \$	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
Federal ID			
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

When applicable, the Proposer, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Proposed Schedule of Subcontractor Participation**, is truthful and correct at the time of submission.

Proposer/Contractor Name: UES Professional Solutions, LLC

Mailing Address: 3532 Maggie Boulevard, Orlando, FL 32811

Telephone Number: (407) 423-0504 Fax Number: (407) 423-3106

E-mail Address: DOlivieri@teamues.com


Authorized Signature

David M. Olivieri, CBO, CFM
Printed Name

59-1117804
FEIN Number

Building Inspection Department Manager
Title

11/14/2024
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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "H"
Contractor Certification Regarding Scrutinized Companies

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may 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, and is not engaged in business operations in Cuba or Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations Cuba or Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

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.

Proposer/Contractor Name: UES Professional Solutions, LLC

Mailing Address: 3532 Maggie Boulevard, Orlando, FL 32811

Telephone Number: (407) 423-0504 Fax Number: (407) 423-3106 E-mail Address: DOLivieri@teamues.com


Authorized SignatoryDavid M. Olivieri, CBO, CFM

Printed Name

FEIN: 59-1117804Building Inspection Department Manager
Title11/14/2024
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
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "I"
Price Proposal and Acceptance of Terms

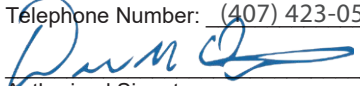
The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary 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 on the Price Proposal Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered.

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 and Contract Management 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: UES Professional Solutions, LLC

Mailing Address: 3532 Maggie Boulevard, Orlando, FL 32811

Telephone Number: (407) 423-0504 Fax Number: (407) 423-3106 E-mail Address: DOlivieri@teamues.com



Authorized Signature

David M. Olivieri, CBO, CFM FEIN: 59-1117804

Printed Name

Building Inspection Department Manager

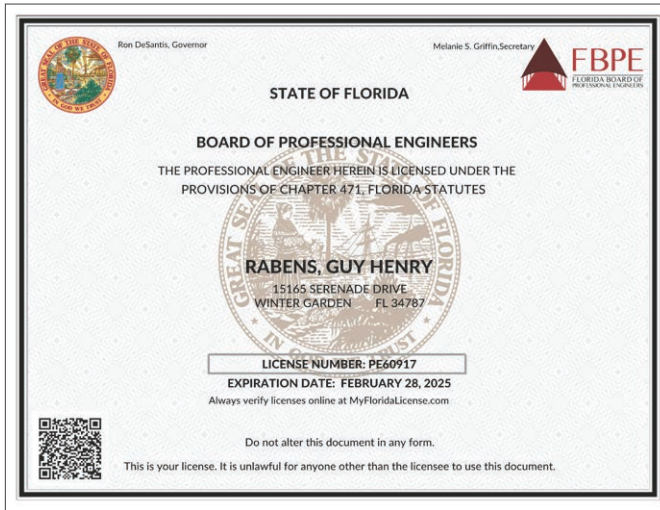
Title

11/14/2024

Date

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

PROOF OF LICENSES/CERTIFICATIONS PERSONNEL LICENSING



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

RABENS, GUY HENRY
15165 SERENADE DRIVE
WINTER GARDEN FL 34787

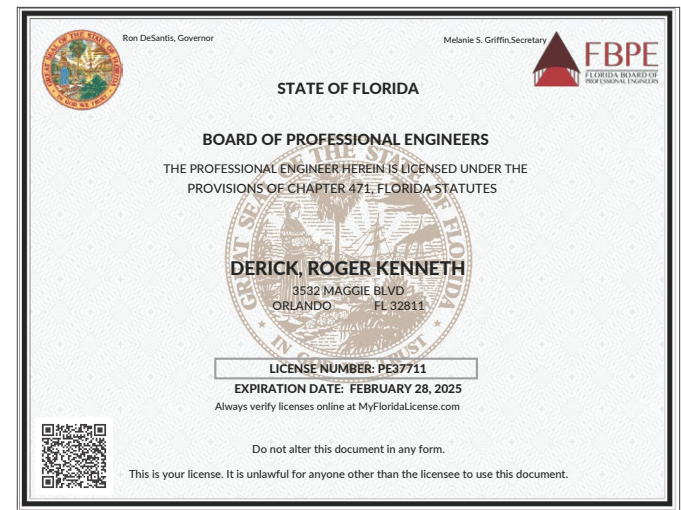
LICENSE NUMBER: PE60917
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Licensee Information	
Name:	OLIVIERI, DAVID MICHAEL (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN7142
Status:	Current,Active
Licensure Date:	06/20/2017
Expires:	11/30/2025
Special Qualifications	
Qualification Effective	
Mechanical	06/20/2017
Plumbing	06/20/2017

Licensee Information	
Name:	OLIVIERI, DAVID MICHAEL (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3892
Status:	Current,Active
Licensure Date:	06/20/2017
Expires:	11/30/2025
Special Qualifications	
Qualification Effective	
Mechanical	06/20/2017
Plumbing	06/20/2017

Licensee Information	
Name:	OLIVIERI, DAVID MICHAEL (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1970
Status:	Current,Active
Licensure Date:	08/11/2017
Expires:	11/30/2025



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DERICK, ROGER KENNETH
3532 MAGGIE BLVD
ORLANDO FL 32811

LICENSE NUMBER: PE37711
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

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Licensee Information	
Name:	DERICK, ROGER KENNETH (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU2121
Status:	Current,Active
Licensure Date:	11/18/2020
Expires:	11/30/2025

Licensee Information	
Name:	DERICK, ROGER KENNETH (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN8183
Status:	Current,Active
Licensure Date:	02/17/2021
Expires:	11/30/2025
Special Qualifications	
Qualification Effective	
Building	02/17/2021

Licensee Information	
Name:	WALLACE, DUANE JAMES (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1988
Status:	Current,Active
Licensure Date:	02/21/2018
Expires:	11/30/2025

Licensee Information	
Name:	WALLACE, DUANE JAMES (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Residential Plans Examiner
Rank:	Residential
License Number:	RPX290
Status:	Current,Active
Licensure Date:	03/28/2018
Expires:	11/30/2025

Licensee Information	
Name:	WALLACE, DUANE JAMES (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN7340
Status:	Current,Active
Licensure Date:	02/21/2018
Expires:	11/30/2025
Special Qualifications	
Qualification Effective	
Building	02/21/2018
Electrical Inspector	02/21/2018
Residential	02/21/2018
Mechanical	02/21/2018
Plumbing	02/21/2018

Licensee Information	
Name:	BROOKS, JOHN RYAN (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX2061
Status:	Current,Active
Licensure Date:	05/22/2002
Expires:	11/30/2025
Special Qualifications	
Qualification Effective	
Mechanical	05/22/2002
Continuing Education Exemption	06/27/2024

Licensee Information	
Name:	WALLACE, DUANE JAMES (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4220
Status:	Current,Active
Licensure Date:	02/12/2019
Expires:	11/30/2025
Special Qualifications	
Qualification Effective	
Building	02/12/2019
Electrical	02/12/2019
Mechanical	07/01/2020
Plumbing	02/12/2019

Licensee Information	
Name:	BROOKS, JOHN RYAN (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN4028
Status:	Current,Active
Licensure Date:	03/22/2001
Expires:	11/30/2025
Special Qualifications	
Qualification Effective	
Residential	08/25/2022
Mechanical	11/21/2006
Continuing Education Exemption	06/27/2024

Licensee Information	
Name:	DASHER, WILLIAM P JR (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN4118
Status:	Current,Active
Licensure Date:	07/18/2001
Expires:	11/30/2025
Special Qualifications	
Commercial Electric	Qualification Effective
Residential Electric	11/21/2006
Continuing Education Exemption	06/27/2024

Licensee Information	
Name:	DASHER, WILLIAM P JR (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	14988 SW 46TH CIRCLE OCALA FL 34473
County:	MARION
License Location:	14988 SW 46TH CIRCLE OCALA FL 34473
County:	MARION
License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX1973
Status:	Current,Active
Licensure Date:	11/02/2001
Expires:	11/30/2025

Licensee Information	
Name:	DASHER, WILLIAM P JR (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Electrical Inspector (SEI)
Rank:	Std Elec. Insp
License Number:	SEI16
Status:	Current,Active
Licensure Date:	10/08/2001
Expires:	11/30/2025

Licensee Information	
Name:	ALDRICH, DAVID JOHN (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU374
Status:	Current,Active
Licensure Date:	05/04/1994
Expires:	11/30/2025

Licensee Information	
Name:	ALDRICH, DAVID JOHN (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX143
Status:	Current,Active
Licensure Date:	03/17/1994
Expires:	11/30/2025

Licensee Information	
Name:	ALDRICH, DAVID JOHN (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN297
Status:	Current,Active
Licensure Date:	03/17/1994
Expires:	11/30/2025

Licensee Information	
Name:	COLEMAN, BOBBY WAYNE (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU2164
Status:	Current,Active
Licensure Date:	11/09/2021
Expires:	11/30/2025

Licensee Information	
Name:	HALL, BILLY DEAN JR. (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1720
Status:	Current,Active
Licensure Date:	11/23/2010
Expires:	11/30/2025

Licensee Information	
Name:	COLEMAN, BOBBY WAYNE (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6820
Status:	Current,Active
Licensure Date:	03/08/2016
Expires:	11/30/2025

Licensee Information	
Name:	HALL, BILLY DEAN JR. (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN2075
Status:	Current,Active
Licensure Date:	04/24/1995
Expires:	11/30/2025

Licensee Information	
Name:	COLEMAN, BOBBY WAYNE (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3928
Status:	Current,Active
Licensure Date:	08/22/2017
Expires:	11/30/2025

Licensee Information	
Name:	HALL, BILLY DEAN JR. (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

Licensee Information	
Name:	COLEMAN, BOBBY WAYNE (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Residential Plans Examiner
Rank:	Residential
License Number:	RPX281
Status:	Current,Active
Licensure Date:	12/13/2017
Expires:	11/30/2025

License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX2924
Status:	Current,Active
Licensure Date:	06/01/2007
Expires:	11/30/2025

Licensee Information	
Name:	JOHNSON, ALLEN LEE (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1539
Status:	Current,Active
Licensure Date:	01/19/2007
Expires:	11/30/2025

Licensee Information	
Name:	JOHNSON, ALLEN LEE (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN2790
Status:	Current,Active
Licensure Date:	12/27/1996
Expires:	11/30/2025

Licensee Information	
Name:	JOHNSON, ALLEN LEE (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX1653
Status:	Current,Active
Licensure Date:	10/05/1999
Expires:	11/30/2025

Licensee Information	
Name:	MUELLER, EDWARD PATRICK (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN4525
Status:	Current,Active
Licensure Date:	03/28/2003
Expires:	11/30/2025

Licensee Information	
Name:	MUELLER, EDWARD PATRICK (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Residential Plans Examiner
Rank:	Residential
License Number:	RPX307
Status:	Current,Active
Licensure Date:	12/21/2018
Expires:	11/30/2025

Licensee Information	
Name:	MUELLER, EDWARD PATRICK (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4146
Status:	Current,Active
Licensure Date:	08/22/2018
Expires:	11/30/2025
Special Qualifications	
Building	Qualification Effective 08/22/2018
Plumbing	01/05/2020

Licensee Information	
Name:	OLDS, RICHARD E (Primary Name)
Main Address:	1117 CARLTON DRIVE MELBOURNE Florida 32935
County:	BREVARD
License Mailing:	1117 CARLTON DRIVE MELBOURNE FL 32935
County:	BREVARD
License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1303
Status:	Current,Active
Licensure Date:	02/26/2003
Expires:	11/30/2025

Licensee Information	
Name:	OLDS, RICHARD E (Primary Name)
Main Address:	1117 CARLTON DRIVE MELBOURNE Florida 32935
County:	BREVARD
License Mailing:	1117 CARLTON DRIVE MELBOURNE FL 32935
County:	BREVARD
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN4406
Status:	Current,Active
Licensure Date:	09/16/2002
Expires:	11/30/2025

Licensee Information	
Name:	OLDS, RICHARD E (Primary Name)
Main Address:	1117 CARLTON DRIVE MELBOURNE Florida 32935
County:	BREVARD
License Mailing:	1117 CARLTON DRIVE MELBOURNE FL 32935
County:	BREVARD
License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX2178
Status:	Current,Active
Licensure Date:	02/26/2003
Expires:	11/30/2025

Licensee Information	
Name:	OLDS, RICHARD E (Primary Name)
Main Address:	1117 CARLTON DRIVE MELBOURNE Florida 32935
County:	BREVARD
License Mailing:	1117 CARLTON DRIVE MELBOURNE FL 32935
County:	BREVARD
License Information	
License Type:	Residential Plans Examiner
Rank:	Residential
License Number:	RPX133
Status:	Current,Active
Licensure Date:	12/16/2003
Expires:	11/30/2025

 Ron DeSantis, Governor Melanie S. Griffin, Secretary 	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BUILDING CODE ADMINISTRATORS & INSPECTOR THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES PLUM	
	
ISELEY, MICHAEL DAVID 3848 ARBORVITAE WAY DELAND FL 32724	
LICENSE NUMBER: BN6850 EXPIRATION DATE: NOVEMBER 30, 2025 Always verify licenses online at MyFloridaLicense.com	
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 Ron DeSantis, Governor Melanie S. Griffin, Secretary 	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BUILDING CODE ADMINISTRATORS & INSPECTOR THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES RESI	
	
ADOLF, CHARLES PETER JR 6447 SE 8TH LANE OCALA FL 34472	
LICENSE NUMBER: BN7461 EXPIRATION DATE: NOVEMBER 30, 2025 Always verify licenses online at MyFloridaLicense.com	
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 Ron DeSantis, Governor Melanie S. Griffin, Secretary 	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BUILDING CODE ADMINISTRATORS & INSPECTOR THE STANDARD PLANS EXAMINER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES PLUM	
	
ISELEY, MICHAEL DAVID 3848 ARBORVITAE WAY DELAND FL 32724	
LICENSE NUMBER: PX3737 EXPIRATION DATE: NOVEMBER 30, 2025 Always verify licenses online at MyFloridaLicense.com	
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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
UES PROFESSIONAL SOLUTIONS, LLC

Filing Information

Document Number	L20000003595
FEI/EIN Number	59-1117804
Date Filed	01/06/2020
Effective Date	04/29/1966
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	05/03/2024
Event Effective Date	NONE

Principal Address

4205 Vineland Road, Suite L1
ORLANDO, FL 32811

Changed: 02/06/2024

Mailing Address

4205 Vineland Road, Suite L1
ORLANDO, FL 32811

Changed: 02/06/2024

Registered Agent Name & Address

Cogency Global Inc.
115 North Calhoun Street
Suite 4
TALLAHASSEE, FL 32301

Name Changed: 09/19/2023

Address Changed: 09/19/2023

Authorized Person(s) Detail

Name & Address

Title AMBR

9/17/24, 10:11 AM

Detail by Entity Name

OBSIDIAN GROUP ACQUISITIONS, INC.
4205 Vineland Road
Suite L1
Orlando, FL 32811

Title CEO

Witsken, Dave
4205 Vineland Road
Suite L1
ORLANDO, FL 32811

Title CFO, Treasurer

Dear, Michael
3532 Maggie Blvd
ORLANDO, FL 32811

Title VP

Elzweig, Gary
561 Willow Point Way
Knoxville, TN 37931

Title Secretary

Butterfield, Benjamin
3532 Maggie Blvd
ORLANDO, FL 32811

Title President

Kushner, Richard G.
3532 Maggie Blvd
ORLANDO, FL 32811

Annual Reports

Report Year	Filed Date
2023	03/23/2023
2023	09/19/2023
2024	02/06/2024

Document Images

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06/24/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/10/2022 -- ANNUAL REPORT	View image in PDF format
01/08/2021 -- ANNUAL REPORT	View image in PDF format

State of Florida *Department of State*

I certify from the records of this office that UES PROFESSIONAL SOLUTIONS, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 6, 2020, effective April 29, 1966.

The document number of this limited liability company is L20000003595.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on February 6, 2024, 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-fourth day of June,
2024*




Secretary of State

Tracking Number: 9543882874CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

UES CORPORATE LICENSE

Licensee Information	
Name:	UES PROFESSIONAL SOLUTIONS, LLC (Primary Name)
Main Address:	3532 MAGGIE BOULEVARD ORLANDO Florida 328116697
County:	ORANGE
License Information	
License Type:	Engineering Business Registry
Rank:	Registry
License Number:	549
Status:	Current
Licensure Date:	04/27/1983
Expires:	

LOCAL BUSINESS TAX RECEIPT



Local Business Tax Receipt
(Formerly known as "Business License " changed per state law HB1269-2006)

Business Name
UES PROFESSIONAL SOLUTIONS LLC
3532 MAGGIE BLVD
ORLANDO, FL 32811

Business Owner
UES PROFESSIONAL SOLUTIONS LLC

Business Location
3532 MAGGIE BLVD
ORLANDO, FL

2024 - 2025

NOTICE-THIS TAX RECEIPT ONLY EVIDENCES PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT TO CH.205, FLORIDA STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BELOW. THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENCY.

Case Number: BUS0002018-001

Issued Date: 07/24/2024

Expiration Date: 09/30/2025

Business type(s):

Description	Year
PROFES 8011 PROFES FIRM/OFFICE	2025

TAX IDENTIFICATION NUMBER (TIN).

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

**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.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) UES Professional Solutions, LLC
	2 Business name/disregarded entity name, if different from above.
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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) NA Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) NA <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐
5 Address (number, street, and apt. or suite no.). See instructions. 4205 Vineland Road, Suite L1	Requester's name and address (optional)
6 City, state, and ZIP code Orlando, Florida 32811	
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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-							
or										
Employer identification number										
5	9	-	1	1	1	7	8	0	4	

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 **5/30/2024**

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

TAB E

PRICE PROPOSAL

**RFP-2025-1237 Building Official Services
Price Proposal Form**

Building Official Services (Per Hour)	Standard Rate	Overtime Rate*
Licensed Building Official - On Site for Plan Reviews	\$145.00	\$200.00
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$135.00	\$190.00
Licensed Building Official - Building Inspector	\$135.00	\$190.00
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.

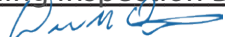
NOTE: The Bidder agrees that the quantities shown for unit price items are approximate and are subject to variations in the field and further agrees to do the work at the unit bid price whether the quantities are increased or decreased.

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 ITB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the ITB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the ITB 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 set forth herein. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this ITB document or as otherwise agreed to between the parties in writing.

Bidder/Contractor: UES Professional Solutions, LLC

Printed Name: David M. Olivieri, CBO, CFM

Title: Building Inspection Department Manager

Signature: 

Address: 3532 Maggie Boulevard

City/State/Zip: Orlando, FL 32811

FEIN: 59-1117804

Phone: 407-423-0504

Email: DOlivieri@teamues.com



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation

UNIVERSAL ENGINEERING SCIENCES, INC.

Filing Information

Document Number	304669
FEI/EIN Number	59-1117804
Date Filed	04/29/1966
State	FL
Status	INACTIVE
Last Event	CONVERSION
Event Date Filed	01/06/2020
Event Effective Date	01/06/2020

Principal Address

3532 MAGGIE BOULEVARD
ORLANDO, FL 32811

Changed: 01/19/2000

Mailing Address

3532 MAGGIE BOULEVARD
ORLANDO, FL 32811

Changed: 01/19/2000

Registered Agent Name & Address

ISRAEL, SEYMOUR DCHAIR
3532 MAGGIE BOULEVARD
ORLANDO, FL 32811

Name Changed: 01/27/2005

Address Changed: 06/26/1989

Officer/Director Detail

Name & Address

Title CEO/CHAIRMAN

ISRAEL, SY
3532 MAGGIE BLVD
ORLANDO, FL 32811

Title V

DERICK, R. KENNETH
3532 MAGGIE BLVD
ORLANDO, FL 32811

Title P

ISRAEL, MARK
3532 MAGGIE BLVD.
ORLANDO, FL 32811

Title VP of Finance

Rodriguez, Melvin
3532 MAGGIE BOULEVARD
ORLANDO, FL 32811

Title Secretary

Rodriguez, Melvin
3532 MAGGIE BOULEVARD
ORLANDO, FL 32811

Annual Reports

Report Year	Filed Date
2018	01/17/2018
2019	01/03/2019
2020	01/03/2020

Document Images

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teamues.com

CITY OF CASSELBERRY, FL

PROCUREMENT AND CONTRACT MANAGEMENT DIVISION

Technical Proposal

Building Official Services

RFP-2025-1237

November 14, 2024





Response Cover Page

City of Casselberry, Florida
RFP-2025-1237 Building Official Services
Due: Thursday, November 14, 2024

Submitted by:
Willdan
200 South Orange Avenue, Suite 1550
Orlando, FL 32801
407.872.2467

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FIRM QUALIFICATIONS AND EXPERIENCE – TAB “A”



A. Cover Letter



November 14, 2024

City of Casselberry
95 Triplet Lake Drive, 2nd Floor
Casselberry, Florida 32707
Attn: Procurement and Contract Management Division

Submitted via Vendorlink, LLC

Subject: **RFP-2025-1237 Building Official Services**

We appreciate the opportunity to provide information about the building and safety services Willdan offers. We understand that you are currently looking for plan review and Building Official support services. **Willdan Engineering (Willdan)** would like to present this proposal to the **City of Casselberry (City)** to assist in providing building and safety support services to the City.

To meet, and often exceed, the expectations of our clients, Willdan fosters and instills a corporate culture of *Customer-First* among our team and in our day-to-day work environment. Looking out for our client's best interests is at the forefront of everything we do. Willdan brings 60 years of experience and a track record of success in providing and delivering exceptional service in all aspects of municipal and infrastructure engineering including building and safety, fire, code enforcement, public works, public financing, planning, and construction management services. In addition, the primary reason that Willdan would be the best choice for this contract is that we are a municipal support services firm, and we choose not to do private provider work in Florida.

The Willdan Advantage

Willdan is a Building and Safety leader throughout the United States. Willdan has provided building inspection, plan check, building official, and code enforcement services to over 450 cities and counties, many for more than 25 years. Willdan has also provided plan check and inspection services for a myriad of residential and commercial buildings throughout the United States. Our approach to each assignment is to furnish the client with technical assistance and strong project management in a professional, efficient, and economical manner.

Willdan has 17 years of successful performance and long-term working relationships in Florida.

Willdan is local – since 2007, our Financial Services Division has successfully completed 160+ contracts in 100+ Florida cities. The Willdan Engineering building and safety division joined the market over two years ago and currently has contracts throughout the state including: permit and inspection services to the *Cities of Clermont, Maitland, New Smyrna Beach, Panama City, Tallahassee, Winter Garden, and Sarasota and Osceola Counties*, and the *Florida Division of Emergency Management*; full building department services to the *Town of Oakland*; plan check services to *Marion and Alachua Counties*; and building and development review services for the *City of Delray Beach and Pinellas County*. We also provided a building user fee study for the City of Clermont in 2021. This strong base of operations, combined with local FL-registered inspectors, plans examiners, and building officials provides us with the ability to deliver high-quality professional services to the City.

We have an office in Orlando and provide services throughout the state with an experienced team of FL-licensed inspectors, plans examiners, and building officials. Our team includes: . *John Abner*, CBO, CFM, MCP, a Master Code Professional, Certified Building Official, Certified Flood Plain Manager and

Certified Fire Marshal with over 20 years of experience; *Mark Grenier*, CBO, MCP, a Certified Building Official and plans examiner with 23 years in the industry; *Joe Crum*, CBO, a Certified Building Official and plans examiner with over 30 years of experience; *Robert Harper*, CBO, CFM, MCP, a Master Code Professional, Certified Building Official, Certified Flood Plain Manager and Certified Fire Marshal and plans examiner with over 10 years of experience; *Mark Vasquez*, CBO, CBCO, CFM a plan reviewer and building official with 33 years relevant experience; *Steve Raney*, CBO, a plan reviewer and building official with 15 years relevant experience; and *Benjamin Suriel*, RA, NCARB, LEED AP BD+C, a plan reviewer with 17 years relevant experience.

Willdan's local/national approach will deliver best-in-class industry knowledge and local expertise to the City of Casselberry. Since 2000, Willdan has expanded its successful business model nationwide to Florida, Arizona, Nevada, Texas, Idaho, Tennessee, Illinois, and Indiana. The depth of resources and capabilities of our national team, combined with strong project management and Willdan's ability to attract and develop high-quality staff, have proven to be highly effective for our clients. Willdan is an experienced partner, with capabilities and competent staffing to assist you in meeting development demands, as well as critical response support for any natural or other disaster.

Our team has outstanding leadership. *Mr. Al Brady*, CBO, proposed Project Manager, is a Certified Building Official who has completed 150+ building, safety, and code enforcement projects over 10+ years. Based in our Orlando office, Mr. Brady is a local resident and will ensure seamless delivery. *Mr. Patrick Johnson*, PE, CBO, Willdan's Director of Building and Safety and proposed Principal-in-Charge has managed 135+ projects valued at more than \$43+ million. His experience as an engineer, project manager, and principal gives him the capability to ensure the City of Casselberry needs are met and exceeded.

Mr. Al Brady, Willdan's Florida-based Deputy Director of Building & Safety, will be the main point of contact. Al can be reached via phone: 951.454.3539 or email: abrady@willdan.com. As Willdan's Director of Building & Safety, I am authorized to bind Willdan to any contract with the City. I can be reached via phone: 909.963.0565 or email: pjohnson@willdan.com.

You have my personal commitment, and that of my team, to successfully assist you in meeting the needs of your community. Willdan has no exceptions to the City's standard contract. Willdan has none of the conflicts of interests described in RFP Section 6.11 Conflict of Interest. Willdan certifies that our firm 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. Should you have any questions, please contact Al or me at any time.

Respectfully submitted,
WILLDAN ENGINEERING



Patrick Johnson, PE, CBO
Director of Building and Safety
650 E. Hospitality Lane, Suite 400
San Bernardino, CA 92408-3586
pjohnson@willdan.com
P. 909.963.0565 | C. 909.915.4361



B. Corporate Background Information

Firm Overview

Willdan Engineering (Willdan) is part of Willdan Group, Inc. (WGI), a NASDAQ publicly traded Delaware Corporation and nationwide firm serving numerous public agencies. Founded in 1964 as a civil engineering firm, Willdan has evolved into a professional and technical services consulting firm offering a broad array of expertise through three subsidiary firms – *Willdan Engineering, Willdan Financial Services, and Willdan Energy Solutions*. These comprehensive services allow us to provide realistic solutions with an integrated approach to address clients’ planning, engineering, building and safety, financial, economic, public safety, and energy needs. In 2023, Willdan acquired Dennis Grubb & Associates (DGA) who specialized exclusively in fire plan review and inspections, enhancing the client services we offer. The DGA staff brings hundreds of years of direct fire service experience. Willdan currently is performing contract fire plan review and inspections services for 27 agencies throughout the United States. Throughout our 60-year history, Willdan Engineering has served as a full-service, multi-disciplinary firm specializing in building and safety, municipal engineering, planning, and construction management and inspection services, along with a team of complementary disciplines, supporting implementation of community goals and visions.

Willdan Engineering Services

▪ Building and Safety ▪ Code Enforcement ▪ City Engineering ▪ Capital Program Management ▪ Construction Management/ Inspection ▪ Development Services/Plan Review ▪ Environmental/ Planning	▪ Fire Plan Review/Inspection ▪ Flood Control Design ▪ Landscape Architecture ▪ Pavement Management ▪ Structural Engineering ▪ Survey/Mapping ▪ Traffic Engineering ▪ Transportation Engineering ▪ Water/Wastewater
---	---

Corporate Mission and Philosophy

Willdan maintains a business strategy focused on providing services to public agencies. Today, 98 percent of our business is with public agencies. This strategy prevents potential conflicts of

 IN BUSINESS FOR
60 Years

 ANNUAL REVENUE OF
\$510 Million
(as of 2023)

 PUBLICLY
TRADED
COMPANY | **NASDAQ:
WLDN**

Willdan Offices:

Principal Office (National Headquarters)

Willdan Engineering
2401 E. Katella Avenue, Suite 300
Anaheim, CA 92806
714.940.6300

Project and Local Office

Willdan
200 South Orange Avenue,
Suite 1550
Orlando, FL 32801
407.872.2467

Year Established:

1964

Type of Organization:

Corporation

Person to Whom

Correspondence Should Be Directed:

Al Brady, Deputy Director of
Building and Safety
Willdan
200 South Orange Avenue,
Suite 1550
Orlando, FL 32801
407.872.2467



interest with private enterprises conducting business with our public agency clients or within their jurisdiction. Willdan infuses our corporate culture of *Customer-First* throughout our entire team and in all services provided. Throughout our history, Willdan has maintained a strong balance sheet with the financial and staffing resources to perform and complete all contractual obligations. Financial information, including information on revenue, earnings, and cash flow, is issued quarterly, and can be found at www.willdan.com.

Our building and safety services are detailed in the adjacent graphic. With our depth of experience, expertise, knowledge, and resources, Willdan offers practical solutions that are timely, cost effective, and that meet the needs of individual communities. We continue to better serve our clients by offering an expanding range of municipal services.

WILLDAN OFFERS MULTIPLE SOLUTIONS TO FIT YOUR NEEDS



Projects Performed for Florida Agencies During the Last 3 Years

Willdan has provided Building and Safety services including permit tech, plan review, inspection and building official services to the following Florida Agencies. These contracts are currently active and include projects completed within the past 3 years.

Client	Description of Services	Dates of Services
Alachua County, FL	Willdan provides inspection and plan review services to assist in meeting accelerated growth demand due to significant residential, retail, and commercial development planned in the County.	2023 – Ongoing
Maitland, FL	Willdan provides a full-time on-site building official and plan review for the City.	2024 – Ongoing
Marion County, FL	Willdan's Florida plan check team performs residential, commercial, and solar plan check services. All plan checks are performed via Willdan's electronic plan review system which is accessible to all applicants. Customers can access plan check comments in real time and can track the review through approval on our electronic portal.	2022 – Ongoing
Pinellas County, FL	Willdan provides on-call, as-needed plans examination, permit technician support services, construction inspections, and disaster recovery support services.	2023 – Ongoing
Town of Oakland, FL	Willdan provides full building department services including building official, administrative staff, inspection, and plan review. All plan checks and permit technician functions are performed remotely; inspection is conducted on-site.	2022 – Ongoing
Winter Garden, FL	Willdan provides commercial and residential building inspection and plan review services on an as-needed basis.	2023 – Ongoing



C. Organizational Qualifications and Experience

Firm's Qualifications for Performing Similar, Relevant, or Related Services

Willdan brings 60 years of experience and a track record of success in providing and delivering exceptional service in all aspects of municipal and infrastructure engineering including building and safety, fire, code enforcement, public works, public financing, planning, and construction management services. Willdan has provided building inspection, plan check, building official, and code enforcement services to over 450 cities and counties, many for more than 25 years. Willdan has also provided plan check and inspection services for a myriad of residential and commercial buildings throughout the United States. Our team consists of building professionals with extensive knowledge and experience collectively spanning decades in the building industry. Each team member brings knowledge from their respective fields which provides us the ability to handle all types of residential and commercial building projects effectively. The fundamental goal of Willdan's team is to provide the City with the highest level of support in completing the tasks and extension of staff task orders. Our corporate philosophy puts the client as priority, and we work tirelessly to achieve our clients' community vision.

Willdan Building & Safety	
Professional Services	
- On-site Building Official - On-site/Remote Permit Technician - Departmental Extension of Staff - Code Enforcement - Electronic Plan Review - Solar Plan Review - Virtual Inspections (if requested)	- Plan Review and Inspection: - Structural - Mechanical - Electrical - Plumbing - Fire/Life-Safety - Accessibility - Local amendments to adopted code - Green Building

1. Technical Capabilities

Personnel. Willdan has provided building and safety services to over 450 agencies, including jurisdictions, tribal lands, cities, and counties. We have highly trained, experienced staff to support and enhance your team. With over 300 licensed professional and technical personnel, we bring you dedicated, qualified staff. Willdan’s staff includes licensed engineers, architects, and ICC certified plans examiners and inspectors. Many of our staff come from management roles at public agencies. We maintain certifications and regularly attend training to stay current with industry technologies, codes, and standards.

Equipment and Materials. Willdan maintains an inventory of the necessary equipment that is utilized by all inspectors. The list includes items such as vehicles and vehicle maintenance; cell phones; laptop computers and/or iPads for email communication and document creation and record keeping; digital cameras; hand and other general inspection tools necessary to perform normal public works inspections; general office supplies; safety equipment –boots, hard hats, and vests; and agency standards plans, specifications, and manuals. Willdan maintains checklists of equipment assigned to each inspector to ensure the proper equipment and materials are available for each project.

Method of Assigning Work. Willdan will perform professional building official services including plan review and inspection services on residential, commercial and ancillary structures within the City. Services will be provided in accordance with, and pursuant to, the Building Codes and other applicable federal, state, and local law, rules, regulations, and requirements. After task requirements are identified, the project manager will work closely with the principal-in-charge to determine staff availability. Tasks will then be allocated to appropriate team members. Each project is assigned to a senior member of our staff and supported by a team of individuals with the background, experience, and availability best suited for each assignment. If needed, Willdan can add additional support staff to the identified team to ensure completion of this assignment by the requested dates. The staff members identified in this proposal are currently available and pending team members to serve the City. If an unforeseen event occurs that limits staff availability, Willdan would assign another Florida licensed professional from our building team of 300 licensed professionals to address the needs of the City.

Willdan team members will be available during normal business hours Monday through Friday, except for holidays, generally from 8:00 AM until 5:00 PM (or different hours if desired by the City) and will be available other hours for emergency issues as needed by the City.

Procedures for Maintaining Level of Service. Staff availability is a key component for any on-call staffing project assignment. It enables the team to effectively deliver an on-time, within-budget project. It provides City staff with the flexibility they need to mobilize resources for timely reviews and inspections.

Willdan maintains a strict quality control program that includes peer review and constructability review of all projects. This process has served us well and is demonstrated by the number of successfully completed projects over the many years that Willdan has been in the business. Willdan's team management approach has been proven to be effective in delivering services on time, within budget, and to the client's satisfaction.

2. Developing Innovative Approaches and Problem Solving

Willdan has developed innovative approaches to address community concerns and to streamline the building process. Our personnel are capable of presenting options to our customers, determining appropriate courses of action, identifying necessary resources, and planning for the implementation of desired changes, to facilitate success. Willdan was one of the first to offer electronic plan reviews – a paperless, fast solution without the need for added software or hardware. We continue to improve our process to expedite the plan review process to save our customers time, eliminate shipping and printing costs, and to reduce foot traffic at building departments. The integration of Artificial Intelligence (AI) is revolutionizing the way we approach the development approval process, making it more efficient,



accurate, and reliable than ever before. Willdan uses a range of different approaches to building inspection work, including on-site inspections carried out by Willdan inspectors or the use of remote inspection technology if feasible. Willdan recognizes that customer service is paramount to any organization.

Al Brady will be the project manager and primary point of contact. As such, he will be available to handle any customer service issues immediately on behalf of Willdan. Willdan will engage the City's supervisory staff as a situation warrants. Al Brady has years of experience in handling customer complaints and is skilled at working collaboratively with developers, contractors, and applicants to resolve various types of code challenges.

Remote Inspections. If needed, Willdan can implement remote or drone inspections to access roofs, high walls, and other hard-to reach exteriors – avoiding risky, costly, and time-consuming methods such as rope access and scaffolding; and increasing the ability to see and gather detailed data of some parts of the building.

Virtual Inspections. If requested by the client, Willdan has the capability of providing virtual building inspections in real time by means of video imaging and chatting through smart phones or tablets. While this is not our preferred method, our inspectors can perform a comprehensive inspection from any location, potentially saving jurisdictions, applicants, and contractors money and time. GPS navigation can verify the site address matches the permit address. Photos and correction notices are recorded, and the inspector will advise the contractor and/or applicant in the video call if the inspection has passed or failed. Correction notices are given to the applicant and contractor in real time. Results are noted in the jurisdiction's permitting system by the end of the day on which the inspection occurred.

Software/Technology. Willdan stays abreast of the latest technologies and consistently seeks out training and knowledge of new options for continued efficiency. From using our internal plan review system GeoCivix, which allows our clients instant access to correction letters and/or correspondence, to working with clients using the specific system(s) they may already have in place, Willdan is responsive to our client needs. Willdan has experience in using a variety of Software systems, including but not limited to, ACCELA, EnerGov, OPENGOV, and TESSA. Incorporating innovative building inspection software into our workflow brings numerous advantages that may save time while improving efficiency, accuracy, and sustainability.

Staff. Our talented staff are problem-solvers with a reputation for a customer-focused approach and working cooperatively and collaboratively with other departments. Our managers leverage strategic approaches, cutting-edge technology, and software solutions to enhance project management and compliance tracking to manage the intricate entitlement, and permitting process, collaborating closely with city officials, civil engineers, architects, developers, residents, business owners, and other community members to ensure strict adherence to Florida regulations.



3. Specific Knowledge of Florida's Requirements as May Relate to the Scope of Services

Staff average over 20 years of experience providing the same scope of services in the state of Florida. Our building official team possess and maintain various standard licenses in the state of Florida; for example, the Certified Floodplain Manager, Certified Fire Marshal, and Master Code Professional certification. Our team has extensive knowledge of the Florida Statutes that regulate both Building Officials/Professionals and Building departments. Our staff is able to use their knowledge to assist municipalities in staying compliant with Florida requirements; such as State surcharge fees, notices of commencement, software system public accessibility requirements, building permit and inspection utilization report, and energy reporting requirements (R405 report).

4. Facilitating Meetings with Boards and Other Agencies

Willdan provides excellent customer service to members of the general public, the community, municipal agencies, other agencies, and project stakeholders. Our staff has prepared project presentations for commercial, industrial, and residential projects. Many of our staff have spent countless hours preparing Planning Commission and City/County staff reports and meeting/presenting to elected and appointed officials. Many have staffed planning counters at various agencies and are adept at managing meetings with applicants regarding pertinent federal and state laws and local codes and regulations. They also consult with builders, owners, engineers, and architects as needed to ensure the orderly flow of construction. Service is provided in person or by phone contact.

5. Completing Projects Within Established Schedules and Budgets

Willdan has an admirable record for completing projects on schedule and budget, as shown in the Client References section in Tab "B." Project Manager Al Brady, CBO, will prepare a critical path method master schedule following the notice to proceed to identify major items of work. Al will use this for monitoring, controlling, and tracking progress of plan check, inspection, and Building Official activities. The schedule will be updated monthly to reflect actual and forecasted completions, allowing Al to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the project schedule. If it is determined that a project is falling behind schedule, he will meet with the respective team members, identify the problem, and ensure that extra support and effort are expended to bring the project back on schedule. Al will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to remain on track. Progress will be monitored on a weekly basis for plan check and inspection. Willdan operates daily under a company-wide Quality Assurance/Control Program, which ensures completion of quality projects within agreed-upon established schedules and budgets.



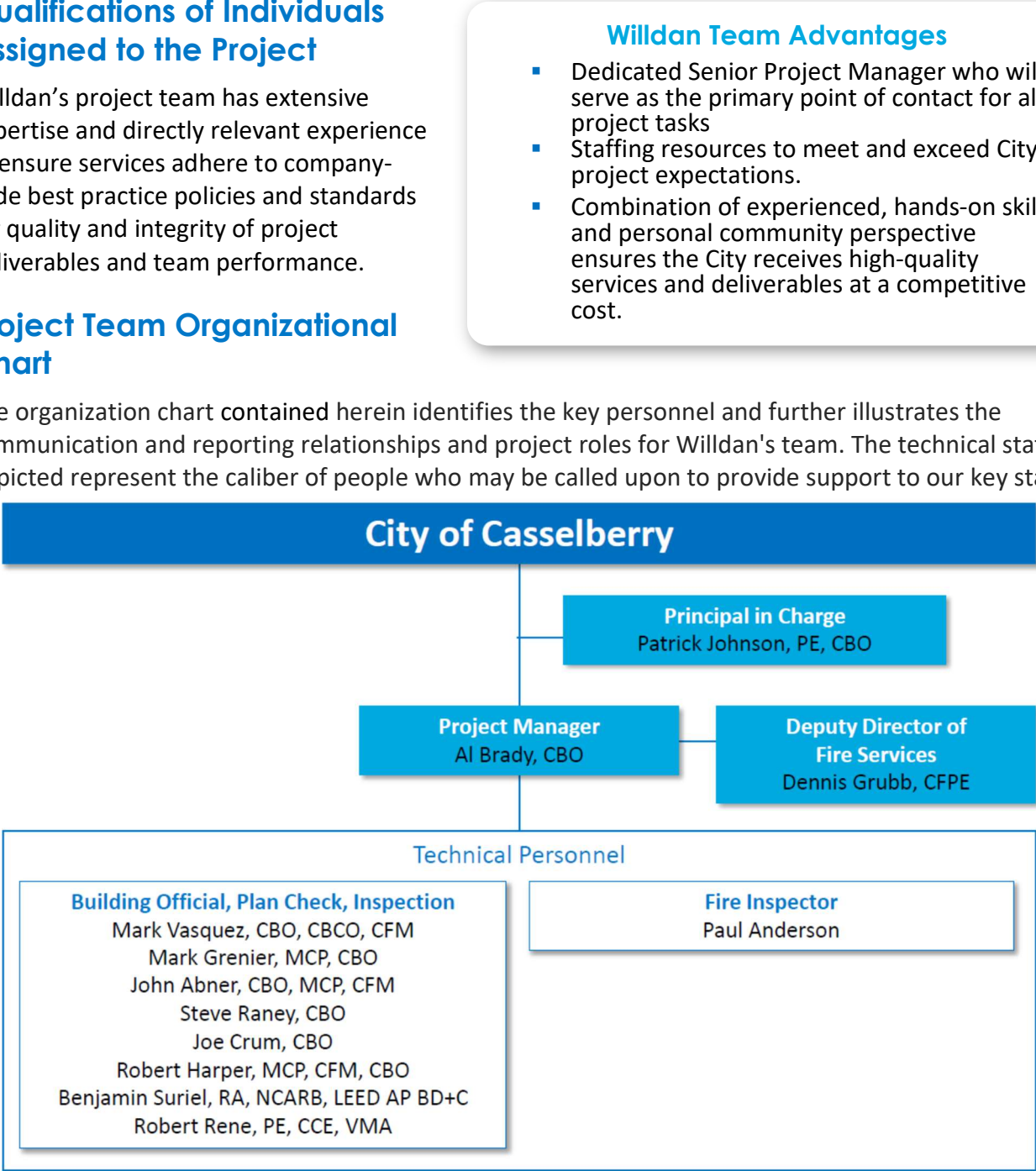
D. Key Individuals and Qualifications

Qualifications of Individuals Assigned to the Project

Willdan’s project team has extensive expertise and directly relevant experience to ensure services adhere to company-wide best practice policies and standards for quality and integrity of project deliverables and team performance.

Project Team Organizational Chart

The organization chart contained herein identifies the key personnel and further illustrates the communication and reporting relationships and project roles for Willdan's team. The technical staff depicted represent the caliber of people who may be called upon to provide support to our key staff.



requests are made. Willdan has extensive resources and has been able to fill client staffing requests when needed. Every effort will be made to ensure that staff resources identified in the proposal will be available for the project upon award.

Management Team Members	Task Roles	State of Florida Certification/Licenses	Years of Experience
Patrick Johnson, PE, CBO <i>% Availability: TBD</i>	Director of Building & Safety Principal in Charge and QA/QC Controller	California Professional Engineer (CE#67960) ICC Building Official ICC Plans Examiner ICC Building Inspector	20
Al Brady, CBO <i>% Availability: TBD</i>	Deputy Director of Building & Safety Project Manager	ICC Certified Building Official, (CBO 8724410)	32
Dennis Grubb, CFPE <i>% Availability: TBD</i>	Deputy Director of Fire Services	International Code Council Certified Fire Plans Examiner Certified Fire Inspector II	24

All the technical personnel on the project team have at least 5 years of experience in their role, trained prior to beginning services for the City, and are qualified and licensed in accordance with the State of Florida.

Project Team Members	Task Roles	State of Florida Certification/Licenses	Years of Experience
Mark Vasquez, CBO, CBCO, CFM <i>% Availability: TBD</i>	Building Inspector Electrical Inspector Building Plans Examiner	Florida Certified Building Code Administrator (BU2069) Florida Certified Building Inspector, Building, Electrical (BN8180) Florida Certified Plans Examiner, Building (PX4575) ICC Certified Building Official, Certified Building Code Official, Certified CFM (No. 873981)	33
Mark Grenier, MCP, CBO <i>% Availability: TBD</i>	Building Inspector Coastal Construction Inspector Commercial Electrical Inspector Mechanical Inspector	ICC Master Code Professional ICC Accessibility Inspector ICC Residential Energy Inspector ICC Coastal & Floodplain Inspector Florida Certified Building Code Administrator, (BU1091) Florida Certified Plans Examiner, Building, Mechanical, Plumbing (PX1923)	23



Project Team Members	Task Roles	State of Florida Certification/Licenses	Years of Experience
	Plumbing Inspector Residential Electrical Inspector Building Plans Examiner Plumbing Plans Examiner Mechanical Plans Examiner	Florida Certified Building Inspector, Building, Mechanical, Electrical, Plumbing Coastal Construction (BN2522)	
John Abner, CBO, MCP, CFM <i>% Availability: TBD</i>	Building Inspector Electrical Inspector Mechanical Inspector Residential Inspector Plumbing Inspector Plumbing Plans Examiner Mechanical Plans Examiner Electrical Plans Examiner	Building Code Administrator Residential Inspector Residential Plans Examiner Commercial Building Inspector Commercial Mechanical Inspector Commercial Electric Inspector Commercial Plumbing Inspector Building Plans Examiner Mechanical Plans Examiner Electric Plans Examiner Plumbing Plans Examiner Fire Inspector I Fire Inspector 2 ICC Fire Plans Examiner Certified Floodplain Manager Coastal Inspector	20
Steve Raney, CBO <i>% Availability: TBD</i>	Building Inspector Electrical Inspector Mechanical Inspector Plumbing Inspector Building Plans Examiner Plumbing Plans Examiner Mechanical Plans Examiner	Florida Certified Building Code Administrator BU2210 Florida Certified Building Inspector, Building, Mechanical, Electrical, Plumbing (BN8941) Florida Certified Plans Examiner, Building, Mechanical, Plumbing (PX4050) Structural Masonry Special Inspector Accessibility Inspector/Plan Reviewer FEMA ICS 100/700 P.C. 832	15



Project Team Members	Task Roles	State of Florida Certification/Licenses	Years of Experience
Joe Crum, CBO <i>% Availability: TBD</i>	Building Plans Examiner	Building Code Administrator Commercial Plans Examiner Mechanical Plans Examiner Plumbing Plans Examiner Commercial Building Inspector Mechanical Building Inspector Plumbing Building Inspector	41
Robert Harper, MCP, CFM, CBO <i>% Availability: TBD</i>	Building Plans Examiner	Master Code Professional Certified Fire Marshal Certified Floodplain Manager Building Code Administrator Commercial Plans Examiner Mechanical Plans Examiner Electric Plans Examiner Plumbing Plans Examiner Residential Plans Examiner Commercial Building Inspector Commercial Mechanical Inspector Commercial Electric Inspector Commercial Plumbing Inspector Residential Inspector Coastal Inspector Fire Inspector I Fire Inspector 2 ICC Fire Plans Examiner	17
Benjamin Suriel, RA, NCARB, LEED AP BD+C <i>% Availability: TBD</i>	Building Plans Examiner	Registered Design Professional, Licensed Architect, State of Florida (AR92725) Florida Certified Building Plans Examiner, (PX3694) ICC Standard Plans Examiner	17
Robert Rene, PE, CCE, VMA <i>% Availability: TBD</i>	Plan Reviewer	Registered Design Professional, Florida Professional Engineer (76879)	17
Paul Anderson <i>% Availability: TBD</i>	Fire Inspector	Florida Volunteer Firefighting Certification - certificate of competency # 0955 (06/81) Florida Emergency Medical Technician - License #JT018816 (08/82) (CPR/Medical First Responder 02/80)	42



Project Team Members	Task Roles	State of Florida Certification/Licenses	Years of Experience
		Florida Criminal Justice Standards in Law Enforcement - certificate of compliance # 02-31892 (11/82) Field Training Officer (02/03), Firearms Instructor (03/03), Law Enforcement Instructor (04/03) Florida Firefighter Standards (Firefighter II) - certificate of compliance # 43359 (05/83) Fire Safety Inspector III 269339, 09/23 (Fire Safety Inspector I 48878, 01/88; Inspector II 131030, 05/06) Certified Fire Plans Examiner, NFPA, CFPE-23-PB-0254 (02/23)	

The following short experience statements for each identified individual and their key qualification and experience which makes them suited for their proposed assignment on the project is presented below. Full resumes have been included in the Appendix.

Key Management Personnel



Mr. Patrick Johnson, PE, CBO, Director of Building and Safety, will serve as **Principal-in-Charge** and is authorized to contractually bind Willdan. He has managed 135+ projects valued at more than \$43+ million. His experience as an engineer, project manager, and principal gives him the capability to ensure the City of Casselberry needs are met and exceeded.



Mr. Albert Brady, CBO, will serve as the **Project Manager** and will oversee all day-to-day services provided to the City. Mr. Brady's approach to quality includes hiring experienced staff, providing continuous training and educational opportunities, clearly defining job-specific procedures, and providing project oversight and management. Willdan operates daily under a company-wide Quality Assurance/Control Program, which consists of several components that serve as a basis for our services – ensuring completion of quality projects within agreed-upon established schedules and budgets. Al has over 31 years of experience in the code profession and serves as Project Manager for all Florida clients including: Building and Development Review (BDRS) On-Call Services for Pinellas County; Building Inspection and Plan Review Services for the City of Winter Garden; Building Official, Building Inspection, Plan Review, Permitting Services for the Town of Oakland; and Building Official and Plan Review Services for the City of Maitland.



Mr. Dennis Grubb, CFPE, will serve as the **Deputy Director of Fire Services**. He is knowledgeable on State, Regional and Local Amendments, Guidelines, Information Bulletins, Policies & Procedures, and the Proprietary Fire Prevention Software (IFP). He has served with the Orange County (CA) Fire Authority and is currently serving as City Fire Marshal and Deputy Fire Marshal.



Technical Personnel

- **Mark David Vasquez, CBO, CBCO, CFM.** Mark Vasquez has 33 years in the municipal and construction industry and is a Florida-certified building official. He has served as the building code administrator in four municipalities and two school districts in the state of Florida. His project experience includes Plan Review Services for Marion County; Building Official/Inspection, Plan Review and Permitting Services for the Town of Oakland; and Building Code Administrator for the City of Treasure Island.
- **Mark Grenier, MCP, CBO.** Mark Grenier is an International Code Council certified Master Code Professional & Certified Building Official with 23 years of experience as a Building Code Administrator and 43 years overall experience in the construction industry. He managed approximately \$105 million worth annually of construction projects citywide. Mr. Grenier's project experience includes Plan Review Services for Marion County and his work as Building Official for the City of Clermont.
- **John L. Abner, CBO, MCP, CFM.** John Abner is a productive and efficient building professional with experience working collaboratively with coworkers, community partners, city officials, and contractors. His experience includes Town of Oakland Building Official/Inspection, Plan Review and Permitting Services; Marion County Plan Review Services; Alachua County Building Inspection and Plan Review Services; Winter Garden Building Inspection and Plan Review Services; and Pinellas County Building and Development Review (BDRS) On-Call Services, as well as his work with the City of Mount Dora as Deputy Building Official.
- **Steve Raney, CBO.** Steven Raney is a certified building official with 15 years of experience in disabled access standards, building inspection, and plan review. He has served as Supervising Building Inspector for a number of cities and counties. His experience includes Town of Oakland Building Official/Inspection, Plan Review and Permitting Services; Marion County Plan Review Services; Alachua County Building Inspection and Plan Review Services; and Winter Garden Building Inspection and Plan Review Services.
- **Joe Crum, CBO.** Joe Crum has over 41 years of experience working for Florida municipal agencies as a building official and plan reviewer. He has extensive experience working collaboratively with coworkers, community partners, city officials, and contractors. His achievements include: BOAF State Director for ICC Region IX, BOAF Code Development Committee, Florida Building Commission Mechanical Technical Advisory Committee, and International Code Council ICC Swimming Pool and Spa Code Development Committee. Mr. Crumm is the recipient of the 2024 BOAF Robert K. Becker Lifetime Achievement Award.
- **Paul Anderson.** Paul Anderson specializes in NFPA and as such his plan reviews are for NFPA type systems such as suppression and alarm systems. He has provided similar services to the City of Clermont Fire Department, Immokalee Fire Control District, Town of Bronson Fire Department, Highlands County Board of County Commissioners, City of Titusville and NASA at the Kennedy Space Center.
- **Benjamin Suriel, RA, NCARB, LEED AP BD+C.** Benjamin Suriel is a dedicated, decisive, and resourceful professional Registered Architect with more than 17 years in Architecture, Construction



Administration and Plans Examiner. His experience includes Building Inspection, Plan Review and Permitting Services for the Town of Oakland; and Plan Review Services for Marion County.

- **Robert Rene, PE.** Robert Rene has 17 years of project management and engineering experience and specializes in commercial and residential land development engineering as well as construction cost estimating. He has successfully managed multiple Private and Federal Projects ranging from \$50 thousand to \$2.5 billion. His experience includes Plan Review – Engineering for Pinellas County; and Quality Inspection for FEMA / US Army Corps of Engineers.
- **Robert Harper, MCP, CFM, CBO.** Robert Harper has 17 years of experience working with municipalities as a Deputy Building Official, Building Inspector, and Project Manager.

E. Litigation

1. Cases Related to Contractual Services Provided in the Regular Course of Business

From time to time, Willdan Engineering has liability litigation in the normal course of its work, but none of which materially impacts Willdan financially or causes Willdan to be unable to perform its scope of work on any projects.

2. Regional/District Office Supporting This Contract

Willdan's regional/district office supporting this contract is located at 200 South Orange Avenue, Suite 1550, Orlando, FL 32801.

3. Sanctions

Willdan has no regulatory or license agency sanctions to report.

4. Lost Accounts

Willdan's regional/district office supporting this contract has no accounts lost due to early dissolution or non-renewal in the past five (5) years.

5. Canceled Accounts

Willdan's regional/district office supporting this contract has no accounts canceled/terminated by our firm prior to the expiration date in the past five (5) years.

6. Contract Denial

Willdan has not been denied a contract award on which we submitted the best proposal.



F. Financial Plan

In accordance with the City's RFP, Willdan has provided our response to item F. Financial Plan as a separate attachment uploaded to Vendorlink, LLC.



SIMILAR PROJECTS, PAST PERFORMANCE – TAB “B”



A. Client References

Recent Projects

Provided are recent Florida projects; additional client references are available upon request. In addition to the information provided on the Reference Form, the Willdan Project Manager is available to discuss contract specifics, including costs, with the City representative(s). We are proud of our reputation for customer service and encourage you to contact these clients regarding our commitment to excellence.

Town of Oakland, FL		Building Official/Inspection, Plan Review and Permitting Services
Contact:	Andy Stewart , Town Manager Town of Oakland 540 East Oakland Avenue Oakland, FL 34760 P: (407) 656-1117 Ext. 2103 F: (407) 656-9515 E: astewart@oaklandfl.gov	Willdan provides full building department services including building official, administrative staff, inspection, and plan review. All plan checks and permit technician functions are performed remotely while inspection services are conducted on-site. <i>Cost of Services/Total Annual Contract: \$1.2 Million</i>
Dates:	2022 – Ongoing	
Key Staff Involved:	Patrick Johnson, Al Brady, Mark Vasquez, Mark Grenier, John Abner, Steve Raney, Benjamin Suriel,	

Marion County, FL		Building Inspection and Plan Review Services
Contact:	Michael Savage , Building & Safety Director Marion County 2710 E. Silver Springs Blvd. Ocala, FL 34470 P: (352) 438-2459 F: (352) 438-2309 E: Michael.savage@marionfl.org	Willdan's Florida Plan check team performs residential, commercial, and solar plan check services for Marion County. All plan checks performed are via Willdan's electronic plan review system which is accessible to all applicants. Customers can access plan check comments in real time and can track the review through approval on our electronic portal. <i>Cost of Services/Total Annual Contract: \$500,000</i>
Dates:	2022 – Ongoing	
Key Staff Involved:	Patrick Johnson, Al Brady, Mark Vasquez, Mark Grenier, John Abner, Steve Raney, Benjamin Suriel	



Alachua County, FL		Building Inspection and Plan Review Services
Contact:	Dan Gargas , Building Official Alachua County 10 SW 2nd Avenue Gainesville, FL 32601 P: (352) 672-3877 F: (352) 338-3284 E: dgargas@alachuacounty.us	Willdan provides inspection and plan review services for Alachua County to assist in meeting accelerated growth demand due to significant residential, retail, and commercial development planned in the County. <i>Cost of Services/Total Annual Contract: \$50,000</i>
Dates:	2023 – Ongoing	
Key Staff Involved:	Patrick Johnson, Al Brady, Mark Vasquez, Mark Grenier, John Abner, Steve Raney, Benjamin Suriel	

Winter Garden, FL		Building Inspection and Plan Review Services
Contact:	Jimmy Appoloney , Deputy Building Official/Code Enforcement Mgr. Winter Garden 300 W. Plant Street Winter Garden, FL 34787 P: (407) 656-4111, Ext. 2253 F: (407) 656-0839 E: jappoloney@cwgdn.com	Willdan provides commercial and residential building inspection and plans review services on an as-needed basis. <i>Cost of Services/Total Annual Contract: \$360,000</i>
Dates:	2023 – Ongoing	
Key Staff Involved:	Patrick Johnson, Al Brady, John Abner, Steve Raney, Benjamin Suriel	

Pinellas County, FL		Building and Development Review (BDRS) On-Call Services
Contact:	Kevin McAndrew , Director – Building & Development Review Services and Code Enforcement Pinellas County 440 Court Street Clearwater, FL 33756 P: (727) 464-6053 F: (727) 464-5021 E: kmcandrew@pinellas.gov	Willdan provides on-call, as-needed plans examination, permit technician support services, and construction inspections consistent with the established standards. <i>Cost of Services/Total Annual Contract: Open-ended contract amount</i>
Dates:	2023 – Ongoing	
Key Staff Involved:	Patrick Johnson, Al Brady, Benjamin Suriel, Robert Rene	



B. Reference Forms

In accordance with the RFP requirements, our Reference Form has been included under Tab D, Section F. References.



C. Significant or Unique Awards or Project Accomplishments

Reference Letters

Willdan's reference letters from our satisfied customers that have attested to the quality of performance on highly similar contracts are on the following pages. Willdan acquired Dennis Grubb & Associates (DGA) in 2023 for their specialized fire plan review and inspections, and the Fire Plan Check reference letters are included.

- **Town of Oakland, FL** (Building Official/Inspection, Plan Review and Permitting Services)
- **Marion County, FL** (Building Inspection and Plan Review Services)
- **Alachua County, FL** (Building Inspection and Plan Review Services)
- **City of Winter Garden, FL** (Building Inspection and Plan Review Services)
- **Pinellas County, FL** (Building and Development Review (BDRS) On-Call Services)
- **Murrieta Fire & Rescue, CA** (Fire Plan Check and Inspection Services)
- **City of Colton Fire Department, CA** (Fire Plan Check and Inspection Services)





March 26, 2024

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Re: Reference for Willdan Engineering – Town of Oakland, Building Official/Inspection, Plan Review and Permitting Services

Willdan has provided full building department staffing to the Town of Oakland since October 2022, including building official, inspection, plan review, and permit technician services. Willdan has provided an experienced team to conduct the City's Building Official/Inspection, Plan Review and Permitting Services functions. They have shown themselves to be capable in enforcing the Florida Building Code (FBC), including accepting and reviewing building permit applications, issuing building permits, conducting inspections, issuing certificates of completion and occupancy, and responding to questions from applicants and permit holders.

The Town's complex Land Development Code requires extensive architectural review of all new construction, requiring the zoning review process to be completed first for many building permit applications. Willdan staff has provided workflow coordination with the Town's planning services provider, who completes the zoning reviews associated with building permits.

Willdan's staff are professional and knowledgeable in existing, revised, and new state and local codes and ordinances, as well as construction methods and materials. Their staff are highly experienced and interact with the Town's staff and public in a positive manner. We are satisfied with the services Willdan has provided to the Town and recommend them for similar services.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andy Stewart", is written over a light blue horizontal line.

Andy Stewart, Town Manager
Town of Oakland
540 East Oakland Avenue
Oakland, FL 34760
P: (407) 656-1117 Ext. 2103
F: (407) 656-9515
E: astewart@oaklandfl.gov



**Marion County
Board of County Commissioners**

2710 E. Silver Springs Blvd.
Ocala, FL 34471
Phone: 352-438-2400

March 28, 2024

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Re: Reference for Willdan Engineering – Marion County Building Plan Review Services

I am pleased to submit this reference letter on behalf of Marion County for Willdan Engineering, who currently assists the County's building department with Plan Check Review services. Willdan's plan check team has performed remote building plan review for residential, commercial, and solar development for Marion County since 2022.

Willdan's staff assigned to the County have demonstrated their expertise in reviewing construction plans for compliance with various codes and county ordinances pertaining to building construction. Plan checks are performed using Willdan's electronic plan review system, which provides access for all County applicants, real-time plan check comments, and tracking of the review process through approval.

Willdan staff are competent, professional and communicate effectively with architects, engineers, designers, inspectors, contractors, owners, developers, occupants, and others about code applications, interpretations, and/or violations. They interface well with County staff, and I am confident in recommending their plan review services to other municipalities.

Sincerely,

Keith Fromal, Administrative Staff Assistant
Marion County
2710 E. Silver Springs Blvd.
Ocala, FL 34470
P: (352) 438-2442
E: keith.fromal@marionfl.org

Empowering Marion for Success

www.marioncountyfl.org





Alachua County Department of Growth Management

Building Division

Jeff Hays, AICP, Director
Dan Gargas, Building Official
Holly Banner, AICP, Zoning Administrator

April 1, 2024

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Re: Reference for Willdan Engineering – Alachua County Building Plan Review Services

This letter serves as a reference for Willdan Engineering. Willdan has provided plan review services for Alachua County since 2023, supplementing the work of the County's Plans Examiners in meeting accelerated growth demand due to significant residential, retail, and commercial development planned in the County.

Willdan has provided experienced and capable staff with the required credentials to perform building plan review services for Alachua County in compliance with all County, State, and Federal regulations. Their documentation is accurate, coordinated, and conforms to all applicable laws, codes, and regulations. The firm's administrative and project management processes have proven to be effective and their interaction with the County's staff has been professional and positive. I would recommend them to other city and county building departments.

Sincerely,

Dan Gargas

Dan Gargas, Building Official
Alachua County
10 SW 2nd Avenue
Gainesville, FL 32601
P: (352) 672-3877
F: (352) 338-3284
E: dgargas@alachuacounty.us

10 SW 2nd Avenue ■ 1st Floor ■ Gainesville, Florida 32601-6294
Zoning Tel. (352) 374 -5244 ■ Building Tel. (352) 374 -5243 ■ Fax (352) 491-4510
Home Page: <http://www.alachuacounty.us>
An Equal Opportunity Employer M.F.V.D.



March 27, 2024

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

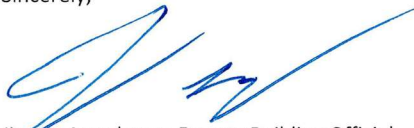
Re: Reference for Willdan Engineering – Winter Garden Building Inspection and Plan Review Services

Willdan has provided commercial and residential building inspection and plans review services on an as-needed basis for the City of Winter Garden since 2023. The City's Building Division is responsible for all permitting, plan review, and inspections of all new construction and existing building renovations.

Willdan plan reviewers have performed all trade reviews of plans and specifications. Inspectors have conducted field inspections of industrial, commercial, and residential buildings during all stages of new construction and renovations, inspecting foundations & slabs, masonry, metal & wood framing, electrical, plumbing, and mechanical installations.

Willdan provides quality professional plans review and building inspection support services, and I recommend their services.

Sincerely,



Jimmy Appoloney, Deputy Building Official
Winter Garden
300 W. Plant Street
Winter Garden, FL 34787
P: (407) 656-4111, Ext. 2253
F: (407) 656-0839
E: jappoloney@cwgd.com





Building & Development Review Services

March 28, 2024

City of New Smyrna Beach
2010 Sams Avenue
New Smyrna Beach, FL 32168

Re: Reference for Willdan Engineering – Pinellas County Building and Development Review Services (BDRS) On-Call Services

Willdan was awarded an on-call annual services contract for residential and commercial construction plan review for the building, electrical, mechanical, and plumbing trade categories on an as-needed basis in the summer of 2023. The Willdan contract also provides for on-call engineering and planning review services associated with development applications.

On a pilot program basis, Willdan has provided plans examination services consistent with the established standards of the County (*note - Pinellas County has not yet had the demand to use Willdan beyond this level of support*). The Willdan staff have demonstrated diligence, code competency, and professionalism in performing plans review, including conducting remote plans examinations using the County's Accela platform.

Willdan was the highest-ranked firm by the County based on their knowledge, certifications, and licenses to successfully support the County's BDRS services team.

Sincerely,

Kevin McAndrew, RLA, AICP, CFM, LEED AP
Director—Building & Development Review Services
and Code Enforcement
Pinellas County
P: (727) 464-6053
F: (727) 464-5021
E: kmcandrew@pinellas.gov

440 Court Street
Clearwater, FL 33756
Phone (727) 464-3888
Fax (727) 453-3256
V/TDD (727) 464-4062
Pinellas.gov





MURRIETA FIRE & RESCUE

Community Risk Reduction Division

41825 Juniper Street • Murrieta, CA 92562 • (951) 461-6151

April 15, 2024

Re: Recommendation Letter for Dennis Grubb & Associates

To Whom It May Concern:

Please consider this my professional recommendation for Dennis Grubb & Associates (DGA). DGA is the fire plan check and inspection consultant for Murrieta Fire & Rescue. When we saw a plan checker's sudden departure, DGA stepped in and quickly displayed its integrity, professionalism, and prompt responsiveness. They have provided excellent review services to our department since January 2022.

Over the last 27 months, DGA has served as our primary plan review firm and has assisted us in several technical inspections. The quality of their review process, as well as the outstanding customer service, is a testament to their commitment. Dennis and the DGA staff are readily accessible, providing us with timely responses to inquiries, making us feel valued and prioritized.

DGA's technical expertise in the fire arena is unparalleled. Dennis has not only assisted us in working through a variety of complex projects and issues, but his responsiveness to any concern that I may have has been consistently impressive, instilling confidence in our fire safety measures.

I highly recommend DGA to any fire department searching for a highly skilled fire plan review firm that has demonstrated continuous responsiveness and has generally exceeded our high expectations.

Douglas Strosnider
Fire Marshal
Murrieta Fire & Rescue



Tim McHargue
Fire Chief
Fire Department
303 East "E" Street
Colton, CA 92324
(909) 370-5100

April 8, 2024

Re: Recommendation Letter for Dennis Grubb

To Whom It May Concern:

It has been a privilege to work with Dennis Grubb & Associates (DGA) since January of 2017. During this time, DGA has always provided value and service far beyond the limits of our formal contract.

Dennis, and his entire staff, have extraordinary communication skills and have always demonstrated the utmost professionalism and integrity in all our dealings.

DGA has always been very organized, responsible, knowledgeable, and diligent with 100% of all plans checks not only meeting, but usually exceeding contracted expectations.

The City of Colton, and myself personally, have benefited greatly from not only the personal experience of Dennis Grubb but also from other professional relationships and contacts that Dennis has built over the years.

Dennis and DGA have always made themselves available to us and been highly responsive on everything from plan check status to real time questions during an inspection. The fact of just being able to talk to Dennis, or one of his associates, adds incredible value to the service DGA provides.

The City of Colton Fire Department could not be more satisfied with Dennis Grubb and the entire DGA staff and would not hesitate to recommend their services.

Please feel free to contact me with any additional questions at 909-370-5144.

Respectfully,

Ray Bruno, Deputy Fire Chief
Colton Fire Department

PROJECT APPROACH/WORK PLAN – TAB “C”



A. Work Plan/Technical Approach/Project Management

Building and Safety Services

When it comes to serving the citizens of the Casselberry, community, Willdan sees our role as that of facilitator and guide. We help the City's customers with the review, permitting, and inspection process while ensuring development complies with building codes and City standards. We understand that the process of complying with the various codes, standards, regulations, and laws can be a formidable and daunting undertaking for even the most seasoned design or construction professional.



Furthermore, an understanding of the complexity associated with processing private development applications and the sometimes-competing interests is essential to exceptional customer service. Competing interests include, but are not limited to, creating a sense of place, achieving economic development objectives, ease of maintenance, and ensuring the City will be as satisfied with the infrastructure on "day one" as 20 years from "day one." Common sense decision making and technical analysis in interpreting the intent of regulatory guidelines are significant strengths Willdan staff bring to each assignment.

Building Official Services



Willdan provides Building Official services, whether the City needs a building official full-time or for on-call services on an as-needed basis. Responsibilities include, but are not limited to:

- Function as the Building Official as set forth in the Florida Building Code.
- Issue Certificates of Occupancy.
- Assist in the coordination and oversight of the building permit, building inspection, building counter, and building code enforcement services so that they function as one building and safety organization.
- Prepare building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with existing codes and regulations.
- Quality control review of building inspections.
- Resolution of resident inquiries and complaints.
- Make determination on the approval and use of alternative materials and methods of construction.
- Assist in the administration and processing of complex Building Code issues and dispute resolution, including making final interpretations concerning the application of building and safety codes.
- Contribute the necessary resources to the configuration, implementation, and on-going support of an automated permitting system.

- Review discretionary applications for preliminary compliance with construction codes.
- Provide emergency and after-hours inspection and reports of damaged properties or structures (as needed).

Building Plan Review



Willdan offers a full range of services to our clients, and we recognize there is nothing more important than retaining qualified building safety personnel. Of all the things that can go wrong within a community, very few have the likelihood of affecting as many within that community as a building disaster. Most of us spend much of our time living, working, sleeping, and playing within the confines of a structure. It is imperative that a governing body find a cost-effective way to provide these services to the community they serve. Willdan recognizes this need.

Project plan review goes hand-in-hand with the inspection element and is equally critical to the development process. Plan review services bring the intent of the design team and the adopted codes of the community together. It is the plans examiner's responsibility to ensure the project is designed in accordance with codes and standards adopted by the municipal agency. Working together as a team, the plans examiner, the designer, and the inspector all contribute greatly to the health, safety, and welfare of the community.

Willdan's plans examiners are ICC certified plans examiners, licensed architects, and/or registered engineers. Our experience and strength in building and safety encompasses the complete range of technical disciplines, that is, structural engineering plan check, fire-life safety, electrical, plumbing, and mechanical codes, as well as other local amendments to the adopted codes. Willdan staff have extensive experience with the Florida Green Building Standards Code, including familiarity with LEED, RESnet, USGBC and NPDES supported concepts. **Willdan staff attend classes and seminars on a regular basis to maintain an up-to-date comprehension of all code requirements and to maintain current certifications at no expense to our clients.**

All building plans will be examined for compliance with the City's adopted version of the Florida Building Code, Florida Residential Code, Green Building Standards Code, Florida Mechanical Code, Florida Plumbing Code, Florida Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated, and all additional applicable City Ordinances. Plan review for Disabled Access Compliance include a review of precise grading plans.

All plan check services will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City's directives, codes, and policies.

"We really appreciate Willdan's timely responses and professional advice to our questions and concerns related to plan check comments and general code issues. Willdan's professionalism and knowledge of the plan check process was immensely helpful in cutting cost and schedule. It has been really great to work with Willdan and we hope we will keep working with them for future work."

- Inkon Kim, PhD, LEED AP

HPA, Inc.



Plan check will include a review of any or all of the following design elements as determined by the City:

- | | | |
|--------------------|------------------------------|-----------------------------------|
| ▪ Architectural | ▪ Structural | ▪ Energy Conservation Regulations |
| ▪ Fire/Life-Safety | ▪ Soils/Grading | ▪ Green Building Standards |
| ▪ Plumbing | ▪ Electrical | |
| ▪ Mechanical | ▪ Disabled Access Regulation | |

Willdan will provide two (2) complete typewritten plan check letters which outline the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments. The plan check comments will refer to appropriate sheets, details or calculation pages and the code section of concern. Comments shall specify the apparent code violation. At the City's discretion, plan check comments, plans and documents will be returned directly to the designers until such time as plans are approved.

If applicable, Willdan staff will pick up plans from City Hall and/or provide delivery service at no additional cost. We will supply the City with plan bags and shipping labels as well as Willdan's FedEx and GSO account numbers.

Our plan checkers will schedule meetings during work hours to discuss and clarify plan check issues with designers, owners, and contractors. Resolutions of code issues may also be accomplished by telephone and/or email as well as scheduled meetings prior to resubmitting corrected plans and documents. We will respond to inquiries from applicants within one day.

Fire Plan Review Services



Willdan Engineering presently provides fire plan review to a number of municipalities and jurisdictions throughout the United States. Willdan has gained a great deal of municipal insight and expertise in serving our extensive clientele over the years. We have performed fire plan review and inspection on projects ranging from single family residential additions to complex high rise towers (including hotels, casinos, arenas/stadiums, parking structures, medical facilities, and industrial centers). Willdan's plans examiners are NFPA certified fire plans examiners and/or certified fire marshals. In addition, our fire inspectors are all NFPA certified. Fire plans including suppression systems, alarm systems, sprinkler systems and fire-life safety, will be reviewed in accordance with:

- Current adopted Florida Building Code
- City code and standards
- National Fire Protection Association Standards

Willdan specializes in fire life safety. Our highly experienced associates will provide fire plan review and inspection services in the following areas:

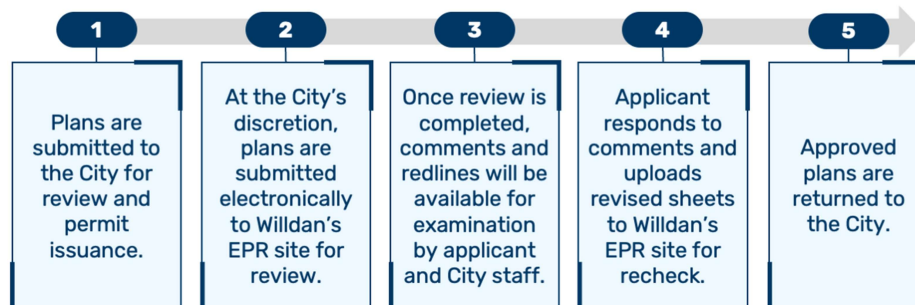
- Above and Below Ground Storage Tanks
- Alternate Means & Methods
- Architectural (all occupancies including High Rise)
- Chemical Classification
- Combustible Dust
- Commercial Cooking Fire Protection
- Compressed Gas Systems (Medical, Industrial)
- Development Review
- Engineered Suppression Systems
- Enhanced Radio Communication Systems
- Entitlement
- FD Access
- Fire Alarm and Monitoring Systems
- Fire Protection Plans
- Fire Pump
- Fire Sprinkler
- Fuel Modification
- Hazardous Material
- High Piled Storage
- Leak Detection Systems
- Refueling Station
- Secondary Power Supply systems
- Smoke Control
- Solar Systems
- Special Events
- Special Hazards
- Special Processes & Equipment
- Special Structures
- Spray Booths
- Standpipe Systems
- Underground Water Supply

Electronic Plan Review



For over 20 years, Willdan has provided plan review services electronically, at no additional cost to the client or applicants. The many advantages of our “tree-saving” electronic plan review process includes the elimination of the need for additional computer software or hardware—only an Internet connection is necessary. Electronic Plan Review (EPR) services are provided at the request of the applicant or the agency we serve. **Submittals are accepted in PDF format and reviewed in Bluebeam.** Willdan will review plans and can transmit the redlined plans back to the applicant or designer via the website, along with the plan review comment sheet.

Electronic Plan Review Procedure



This service allows on-line collaboration between the City, designer, and plans examiner to facilitate a complete understanding of plan review comments and can reduce shipping, printing, and timelines for plan review processing for the applicant. Expedited review beyond the schedule shown will be provided at the request of City staff.

Our EPR portal also serves as an accurate log of all plans coming in and going out. City staff will have full access to the site and will have the ability to check status, review redlines, comments, etc. Electronic

Plan Review is an excellent solution to ensure plan review services can still be offered/performed during periods of disruption such as the COVID-19 pandemic or other disasters.

Willdan plan checkers are available to work in the office and conduct plan reviews on-site as requested

"Working with Willdan speeds up the installation of solar. They have quick and efficient plan reviews through an electronic review process. Complete Solar is happy to continue to work with Willdan on a regular basis."

-Sarah Prado, Agent, Complete Solar

by the City. We are also available to meet during work hours to discuss and clarify plan check issues with designers, owners, and contractors. Resolution of code issues may also be accomplished by telephone and/or email as well as scheduled meetings prior to resubmitting corrected plans and documents. We will respond to inquiries from applicants within one day.

Solar Plan Review



The turnaround schedule for solar plans average one to two business days. We are able to electronically stamp the plans "approved" as well - allowing the applicant to print the approved plans directly from our electronic plan review site and return the plans to the City.

Plan Review Turnaround

Willdan's schedule is applicable for all types of construction and can be adjusted to satisfy the City's plan review requirements. The review times stated represent the maximum turnaround times.

Type of Project	Turnaround (from receipt of plans)	
	Initial Check (working days)	Subsequent Check (working days)
Residential, including additions and/or accessory buildings	10	5
Single-Family Dwelling	10	5
Duplex Dwelling	10	5
Multi-Family (three units or more)	10-12	5-8
Commercial/Industrial Buildings	10-12	5-8

Building Inspection



Willdan inspectors are ICC and Florida certified and fully experienced performing residential, commercial, and industrial inspections for compliance with the approved plans and related documents. The inspections will be performed in accordance with the City's adopted version of the Building Code, Residential Code, Green Building Standards Code, Mechanical Code, Plumbing Code, Electrical Code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation, and NFPA.

Our inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other applicable requirements. Inspectors will comply with the City's procedures for reporting inspection results, use City inspection correction



forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit. Willdan will verify that all inspection records, including the daily inspection records on the job card and the permit copy, will be entered into the City's Building and Safety computer system. We will collaborate with builders, owners, engineers, and architects to enhance the orderly flow of the construction process while maintaining an effective enforcement level. Our Inspectors will document construction changes (if any) and ensure approval by appropriate City staff.

Inspection staff will be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise. Inspectors shall attend and participate in required meetings with other City inspection and plan review staff, property owners, contractors, and/or design professionals.

Our inspection staff are supplied with vehicles, tools, ladders, cell phones and laptops and/or iPads for email communication and document creation and record keeping. Inspections will be provided within 24 hours of notification.

Virtual Inspections



If requested, Willdan has the capability of providing virtual building inspections in real time by means of video imaging and chatting through smart phones or tablets. Our inspectors can perform a comprehensive inspection from any location, saving jurisdictions, applicants, and contractors money and time. GPS navigation can verify the site address matches the permit address. Photos and correction notices are recorded, and the inspector will tell the contractor and/or applicant in the video call if the inspection has passed or failed. Correction notices are given to the applicant and contractor in real time. Results will be processed in the jurisdiction's permitting system by the end of the day on which the inspection occurred.



Permit Technician Services (Additional service available, if requested.)



Additional Permit Technician Services are available if needed. Under the supervision of the building official, our permit technician(s) provide customer-friendly in-person public counter service or remote service via electronic submittal. Using the City's permitting software system for plan check tracking, permit issuance and report generation, Willdan provides quick, efficient service. Our knowledgeable staff, who understand that this may be the first time that a citizen is applying for a permit, have the ability to help all applicants, from the least knowledgeable applicant for a simple home remodel to experienced owners who have many years of development experience. Our goal is to make sure that every applicant feels that we have answered their questions and met their needs. The designated permit technician(s) will provide in-person or remote counter services during regular business hours.

Our permit technician services include but are not limited to:

- Customer support at the counter, remotely and/or over the phone
- Permit application review to ensure completeness and accuracy



- Fee calculation
- Building permit processing and issuance
- Public assistance in completing permit applications
- Verification that projects have obtained all necessary approvals prior to permit issuance
- Applicant notification when construction documents and/or permits are ready for pick-up or issuance
- Coordination and routing of construction documents to the appropriate City staff for plan review and approval

Project Management

At Willdan, we utilize a Project Management Process/Approach that ensures projects are completed on time, within budget and most importantly yield results that match our clients' expectations. We will document discussions leading to important policy decisions and/or the choice of critical assumptions used in performing tasks. Following key stakeholder discussions, we will schedule a call to summarize the findings and review with City staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate.



Through the process of providing regular updates and status conference calls, potential issues will be highlighted, discussed, and resolved. Any deviances from the project timeline will be identified and plans will be developed for course corrections. If necessary, changes in approach or strategy will be discussed with City staff, to meet the needs of the City. In doing this, we will ensure the project stays on track and evolves, based upon current thinking and outside dynamics.

Project Management				
 Define the Project	 Plan the Project	 Manage the Project	 Review the Project	 Communicate the Project
- Identify the project scope, set objectives, list potential constraints, document assumptions. - Define a course of action and develop an effective communication plan. - Provide a forum for applying the team's collective expertise to solving difficult analytical issues that arise in complex projects.	- Collaborate with the project team and client staff and agree upon timeline to meet the estimated project timeline. - Assign workload functions to appropriately qualified staff to ensure milestones are met, on time. - Pre-schedule quality control meetings with project team to maintain the progressive motion of the project.	- Manage the execution of the project. - Direct existing and upcoming project tasks. - Control and monitor work in progress. - Provide feedback to client and project team. - Identify and resolve deviances from project timeline.	- Review all work product and deliverables. - Utilize structured quality assurance process involving up to three levels of review at the peer level, project manager level. - Procure executive officer level review.	- Communicate with the client regarding work status and progress. - Ensure client is in receipt of regular status updates. - Schedule regular conference calls to touch base. - Inform client of roadblocks, work outside of projected scope.

Quality Assurance

Our quality control program is incorporated as a required element of Willdan's day-to-day activities. There are three levels of reviews incorporated for our deliverables:

1. Peer review
2. Project Manager review



3. Final quality assurance manager review



Peer reviews involve one analyst reviewing the work of another, while project manager reviews are conducted prior to delivery to the quality assurance manager. The quality assurance manager then performs a final review. This ensures that our final product has been thoroughly evaluated for potential errors; thus, providing quality client deliverables, and high levels of integrity and outcomes.

The primary mission of our quality control plan is to provide staff with the technical and managerial expertise to plan, organize, implement, and control the overall quality effort, thereby ensuring the completion of a quality project within the time and budget established.

Quality Assurance Goals		
Goal	Lead	Task
Quality Assurance / Control Process	Al Brady	- Establish a set of planned and systematic actions for maintaining a high level of quality in the professional services performed. - Emphasize quality in every phase of work. - Ensure efficient use of resources. - Establish a consistent and uniform approach to the services performed. - Implement appropriate quality control measures for each work task of the project.
Quality Control Plan	Al Brady & Patrick Johnson	- Contract deliverables. - Specific quality control procedures. - Special quality control emphasis. - Budget and manpower requirements. - Overall project schedule and budget. - Project documentation requirements.

B. Schedule

Due to the on-call, as-needed nature of this potential contract, it is challenging to describe the task and overall project schedule; highlight any critical path items and essential input or staff requirements; or provide a project implementation schedule for proposed services including any management and planning strategies. The Project Manager is available to discuss and coordinate with City staff the appropriate schedule once a specific request for services has been made.

Provided here is general information on our scheduling practices. A critical path method master schedule will be prepared following the notice to proceed. The schedule will identify major items of work and will be the vehicle for monitoring, controlling, and tracking progress of plan check, inspection, and Building Official activities. The schedule will be updated monthly to reflect actual and forecasted completions. This allows our project managers to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the project schedule. If it is determined that a project is falling behind schedule, project managers meet with the respective team members, identify the problem, and ensure that extra support and effort are expended to bring the project back on schedule. Willdan will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to remain on track. Project managers monitor all progress on a weekly basis for plan check, inspection, and related services.

C. Adequacy of Resources

Willdan brings 60 years of experience and a track record of success in providing and delivering exceptional service in all aspects of municipal and infrastructure engineering.

Willdan has provided building inspection, plan check, building official, and code enforcement services to over 450 cities and counties, many for more than 25 years. Willdan has successfully completed 160+ contracts in 100+ Florida cities.

Willdan has also provided plan check and inspection services for a myriad of residential and commercial buildings throughout the United States. We have 1,600 staff nationwide. We have the capacity to provide the manpower needed for each project.

Willdan has highly experienced associates who will fulfill the plan review, inspection, and Building Official services for the City through the term of this contract. We are selective in the contracts we pursue. We constantly evaluate the workload we have versus the resources available, thus ensuring that we always have sufficient resources. Willdan is structured so that we are able to quickly increase or decrease the required resources to maintain high quality services.

Strong Management

Mr. Al Brady, CBO, proposed Project Manager, is a Certified Building Official who has completed 150+ building, safety, and code enforcement projects over 10+ years. Based in Florida, Mr. Brady is a local resident and will ensure seamless delivery.

Mr. Patrick Johnson, PE, CBO, Willdan's Director of Building and Safety and proposed Principal-in-Charge has managed 135+ projects valued at more than \$43+ million.



D. Services and Tasks to be Performed

Willdan understands that we 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. Willdan will work directly with the Building Permitting Manager to process, issue and inspect all permits and can utilize other staff members for assistance as needed for inspection and plan review services.

Specific Services and Tasks to be Performed	Staff Committed to Accomplishing Each Task*
1. Conduct inspections and review all construction documents and building permit submittals for compliance as needed.	*All TBD upon request for services.
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 and City staff for inspection related questions.	
4. Provide constant communication regarding inspection requests, delays, etc. with the Building Services	
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. One (1) inspector available to work each Friday to cover residential building inspections including roofs, doors, windows and electrical etc. No commercial inspections on Friday. No mechanical inspections on Friday.	
12. Be available on call for weekends, after-business hours and holidays.	
13. Provide turnaround time for plan review process for both residential and commercial properties.	
14. Provide timely customer service when responding to plan review questions.	



Specific Services and Tasks to be Performed	Staff Committed to Accomplishing Each Task*
15. Provide constant communication regarding plan review times with the Building Permitting Manager and, when necessary, the Building Official and the Community Development Director.	
16. Use the mobile device(s) as provided to the Contractor by the City to result inspections in a timely manner.	
17. 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.	
18. Extensive knowledge of the principles and practice of building construction, building codes, and permitting.	

E. Innovative Concepts

Willdan has provided details related to Innovative Concepts in TAB A, Section C, Item 2. Developing Innovative Approaches and Problem Solving.



F. Current and Projected Workload

Provided here are the Willdan Current and Projected Workload for Florida. We are willing to discuss specifics related to the jurisdictions we currently or are projected to work for confidentially with the City of Casselberry upon request.

Current Workload	
Service	Number of Jurisdictions
Plan Check	7
Inspection	4
Building Official	2
Permit Technician	2
Zoning Plan Check	1
Building Plan Check	1
Projected Workload	
Service	Number of Jurisdictions
Plan Check	9
Inspection	6
Building Official	2
Permit Technician	3
Zoning Plan Check	1
Engineering Plan Check	1



RFP REQUIRED FORMS – TAB “D”



REQUIRED FORMS

- A. Insurance Certificates
- B. Conflict of Interest/Non-Collusion
- C. Addendum Receipt Acknowledgement Certification
- D. Drug-Free Workplace Certification
- E. Organizational Information (Authorized Signatories)
Corporate Standing and Authorized Signature
- F. References
- G. Scrutinized Companies Certification
- H. Proof of Licenses/Certification
- I. Local Business Tax Receipt
- J. Tax Identification Number (TIN)



A. Insurance Certificates



CERTIFICATE OF LIABILITY INSURANCE

11/9/202510/21/2024

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: Lockton Insurance Brokers, LLC
CA License #0B99399
777 S. Figueroa Street, 52nd fl.
Los Angeles CA 90017
213-689-0065

CONTACT
NAME:
PHONE (A/C No. Ext):
FAX (A/C No.):
E-MAIL:
ADDRESS:

INSURER(S) AFFORDING COVERAGE

INSURER A: Travelers Property Casualty Company of America25674

INSURER B: Allied World Surplus Lines Insurance Company24319

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED: Willdan Engineering
15134572401 East Katella Avenue, Suite 300
Anaheim, CA 92806

COVERAGES

CERTIFICATE NUMBER: 18804759

REVISION NUMBER: XXXXXXXX

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.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Emp. Benefits Liab. ☒ Contr. Liab. Incl. SEVL ADDED/DATE LIMIT APPLIES PER: ☐ POLICY ☒ PER ☐ LOC OTHER:	N	N	P-630-A1178471-TIL-34	11/9/2024	11/9/2025	EACH OCCURRENCE\$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)\$ 1,000,000 MED EXP (Any one person)\$ 15,000 PERSONAL & ADV INJURY\$ 1,000,000 GENERAL AGGREGATE\$ 2,000,000 PRODUCTS - COMP/OP AGG\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REC: Proposal only.

CERTIFICATE HOLDER

CANCELLATION See Attachments

18804759
Willdan Engineering
2401 East Katella Avenue
Suite 300
Anaheim, CA 92806

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

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ACORD 25 (2016/03)

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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

REQUEST FOR PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

Attachment "A"
Insurance Requirements

- A. Insurance. The successful Proposal/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 Proposer/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 Proposer/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
Professional Liability (errors and omissions)	\$500,000.00
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 Proposer/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 Proposer/Contractor and/or subcontractor shall provide the City's Procurement and Contract 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,
 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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

City of Casselberry
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 AND CONTRACT MANAGEMENT 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 Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors. The successful Proposer/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 Proposer/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 Proposer/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

Patrick Johnson, PE, CBO

Typed Name of AUTHORIZED SIGNATORY

Director of Building and Safety, Willdan Engineering

Title

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

B. Conflict of Interest/Non-Collusion

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 PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

Due Date: Thursday, November 14, 2024

Attachment "B"

Conflict of Interest Statement

- A. This sworn statement is submitted with Proposal/ITN, or Contract Number RFP-2025-1237, titled Building Official Services.

This sworn statement is submitted by Willdan Engineering whose business address is _____

[Name of entity submitting sworn statement]

650 E. Hospitality Lane, Suite 400, San Bernardino, CA 92408-3586 and (if applicable) its

Federal

Employer Identification Number (FEIN) is 95-2295858 of the individual signing this sworn statement: Patrick Johnson, PE, CBO

My name is Patrick Johnson, PE, CBO and my relationship to the above entity is Director of Building and Safety.

[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFP # 2025-1237 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.



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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

- 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

Patrick Johnson, PE, CBO

Typed Name of AUTHORIZED SIGNATORY

Director of Building and Safety

Title

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



C. Addendum Receipt Acknowledgement Certification

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

RFP-2025-1237 Building Official Services

Addendum No. 1

DATE: October 22, 2024
TO: All Bidders/Proposers
FROM: Procurement and Contract Management
City of Casselberry Procurement Division
SUBJECT: RFP-2025-1237 Building Official Services

This addendum is issued to provide additional information, clarification, corrections, additions, deletions and/or answers to questions concerning the above referenced solicitation. All information provided in this addendum is incorporated into the solicitation document as set forth therein. All other parts of the solicitation have been maintained as originally distributed. This addendum supersedes any verbal and/or other instructions given to any bidder/proposer qualified to respond pursuant to the requirements set forth in the solicitation document.

I. DUE DATE

This Addendum **does not** change the solicitation due date. **As such, the solicitation response is due no later than Thursday, November 14, 2024, before 2:00 p.m.**

II. QUESTIONS AND ANSWERS (Q&A)

The City has received the following question(s) concerning the solicitation:

- Q1: Is the CBO required to be onsite and if so full time? Or is a remote position a possibility with this contract?
- A1: Please submit your proposal for the position to be onsite and remote/telework can be discussed if awarded.**
- Q2: Are plan review personnel required to be onsite?
- A2: Please submit your proposal for the positions to be onsite and remote/telework can be discussed if awarded.**
- a. If onsite review is required is media and technology required for plan review provided. i.e., monitors, computers, review software, etc. **The City will provide any equipment and/or technology that is required.**
- Q3: Are the required filed electronics and software required for inspection staff provided by the City?
- A3: The City will provide any equipment and/or technology that is required.**
- Q4: Exhibit 1, page 47, item 11 mentions 1 inspector available on Fridays for residential inspections. Is there a requirement for number of inspectors assigned to jurisdiction for other days?
- A4: At this time the City only needs one inspector on Fridays for residential inspections.**



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

RFP-2025-1237 Building Official Services

Addendum No. 1

- Q5: Is there a requirement to attend site development review meetings or Planning and Zoning review hearings?
- A5: *At this time that has not been included. If it is something your firm can provide, please provide that information as "additional information".*
- Q6: **Communication Protocols:** What are the preferred communication protocols between the CBO, plan review personnel, and City officials? Are there any specific tools or platforms that should be used for communication?
- A6: If awarded, the firm will communicate primary with Community Development staff. Communication can be completed via phone, email or our current software Citizenserve. The firm shall only communicate with City officials upon request by the Community Development Department.
- Q7: **Emergency Response:** What are the expectations for the CBO and inspection staff in terms of emergency response? Are there any specific procedures or protocols that need to be followed in case of an emergency?
- A7: We request the firm be available for emergency response. Details can be discussed once awarded.
- Q8: **Technology Integration:** Are there any specific technology platforms or systems that the CBO and inspection staff need to integrate with? If so, what are the expectations in terms of technology integration and usage?
- A8: If awarded, the CBO and inspection staff will need to integrate with Citizenserve, training will be provided once your firm has been selected.

III. CHANGES, ADDITIONS AND/OR CLARIFICATIONS

N/A

CLARIFICATIONS:

N/A

IV. SIGN-IN SHEET

N/A

V. ATTACHMENTS

N/A

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

RFP-2025-1237 Building Official Services

Addendum No. 1

Respondents must acknowledge receipt of this Addendum by signing this form below and returning it to the Procurement Division prior to the hour and date specified for receipt of bids/proposals or by including this Addendum with your submittal. Failure to comply may result in disqualification of your response.

Acknowledgment is hereby made of Addendum.

<u>Willdan Engineering</u> Name of Firm/Company	<u>pjohnson@willdan.com</u> Contact Email
<u>650 E. Hospitality Lane, Suite 400</u> Street Address	<u>San Bernardino, CA 92408-3586</u> City, State, Zip Code
<u>T. 909.963.0565 C. 909.915.4361</u> Telephone Number	<u>Fax: 888.326.6864</u> Fax Number
<u>Patrick Johnson, PE, CBO</u> Authorized Person Printed Name	<u>Director of Building and Safety</u> Authorized Person Title
 Authorized Person Signature	<u>November 12, 2024</u> Date of Signature



D. Drug-Free Workplace Certification

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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
Patrick Johnson, PE, CBO

Typed Name of AUTHORIZED SIGNATORY
Director of Building and Safety

Title

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE



E. Organizational Information (Authorized Signatories)

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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		State of Delaware, May 1964			
Principal Place of Business (Enter Address)		2401 E. Katella Avenue, Suite 300 Anaheim, CA 92806			
Federal I.D. Number		95-2295858			

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: Willdan Engineering

Mailing Address: 650 E. Hospitality Lane, Suite 400, San Bernardino, CA 92408-3586

Telephone Number: 909.963.0565 Fax Number: 888.326.6864 E-mail Address: pjohnson@willdan.com

 Patrick Johnson, PE, CBO FEIN: _____

Authorized Signature _____ Printed Name _____

Director of Building and Safety November 12, 2024

Title _____ Date _____

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



Corporate Standing and Authorized Signature

ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
WILLDAN ENGINEERING
November 5, 2024

The undersigned, constituting all the members of the board of directors of Willdan Engineering, acting pursuant to the authority of Corporations Code Section 307(b), hereby take the following actions by unanimous written consent:

BE IT RESOLVED, that Patrick Johnson, PE, CBO, Director of Building and Safety for Willdan Engineering, is hereby authorized to submit proposals to the City of Casselberry for RFP-2025-1237 Building Official Services.

BE IT FURTHER RESOLVED, Patrick Johnson, PE, CBO, Director of Building and Safety for Willdan Engineering, is authorized and approved to bind the firm, with signatures, to any resultant agreement from this RFP, attested to by Cathaleen D. Steele, Assistant Secretary.

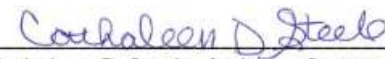
BE IT FURTHER RESOLVED, that the Board takes this action to be effective on the date first above written.

Dated: November 5, 2024



Michael A. Bieber, Sole Director

ATTEST:



Cathaleen D. Steele, Assistant Secretary



Willdan is active and in good standing on SAM.

WILLDAN ENGINEERING ● Active Registration

Unique Entity ID CAGE/NCAGE
VUFLJX1FNUG1 51Y01

Expiration Date
Feb 6, 2025

Physical Address
**2401 E Katella AVE STE 300
Anaheim, California
92806-5909, United States**

Mailing Address
**2401 E Katella AVE STE 300
Anaheim, California
92806-5909, United States**

Purpose of Registration
All Awards

Version

Current Record ▼





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
WILLDAN ENGINEERING INC.

Filing Information

Document Number F21000004558
FE/EIN Number 95-2295858
Date Filed 08/10/2021
State CA
Status ACTIVE

Principal Address

2401 E. Katella Avenue
Suite 300
Anaheim, CA 92806

Changed: 04/06/2024

Mailing Address

2401 E. Katella Avenue
Suite 300
Anaheim, CA 92806

Changed: 04/06/2024

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 07/14/2023

Officer/Director Detail

Name & Address

Title Secretary

Nguyen, Kate
2401 E. Katella Avenue
Suite 300
Anaheim, CA 92806

Title Treasurer / CFO



Early, Creighton K.
2401 E. Katella Avenue
Suite 300
Anaheim, CA 92806

Title President, Chief Executive Officer; Director of Design Engineering

Munoz, Vanessa
2401 E. Katella Avenue
Suite 300
Anaheim, CA 92806

Title Chairman of the Board

Bieber, Michael A.
2401 E. Katella Avenue
Suite 300
Anaheim, CA 92806

Title Director

Bieber, Michael A.
2401 E. Katella Avenue
Suite 300
Anaheim, CA 92806

Annual Reports

Report Year	Filed Date
2023	03/02/2023
2023	07/14/2023
2024	04/06/2024

Document Images

04/06/2024 -- ANNUAL REPORT	View image in PDF format
07/14/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
03/02/2023 -- ANNUAL REPORT	View image in PDF format
09/22/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
04/11/2022 -- ANNUAL REPORT	View image in PDF format
08/10/2021 -- Foreign Profit	View image in PDF format



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

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. Willdan Engineering	
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) ^{a3} _____ 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) ^{a3} _____	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. 2401 East Katella Avenue, Suite 300	Requester's name and address (optional)
6 City, state, and ZIP code Anaheim, CA 92806	
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.

Social security number								
			-			-		

or

Employer identification number								
9	5	-	2	2	9	5	8	5

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.

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		Date January 31, 2024
	U.S. person ^{a3}		

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.



Signed SunBiz Florida Profit Corporation Annual Report

2024 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F21000004558

Entity Name: WILL DAN ENGINEERING INC.

Current Principal Place of Business:

2401 E. KATELLA AVENUE
SUITE 300
ANAHEIM, CA 92806

Current Mailing Address:

2401 E. KATELLA AVENUE
SUITE 300
ANAHEIM, CA 92806 US

FEI Number: 95-2295858

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324 US

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

SIGNATURE: KAITY TOON, ASSISTANT SECRETARY

04/06/2024

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title SECRETARY
Name NGUYEN, KATE
Address 2401 E. KATELLA AVENUE
SUITE 300
City-State-Zip: ANAHEIM CA 92806

Title TREASURER / CFO
Name EARLY, CREIGHTON K.
Address 2401 E. KATELLA AVENUE
SUITE 300
City-State-Zip: ANAHEIM CA 92806

Title PRESIDENT, CHIEF EXECUTIVE
OFFICER; DIRECTOR OF DESIGN
ENGINEERING
Name MUNOZ, VANESSA
Address 2401 E. KATELLA AVENUE
SUITE 300
City-State-Zip: ANAHEIM CA 92806

Title CHAIRMAN OF THE BOARD
Name BIEBER, MICHAEL A.
Address 2401 E. KATELLA AVENUE
SUITE 300
City-State-Zip: ANAHEIM CA 92806

Title DIRECTOR
Name BIEBER, MICHAEL A.
Address 2401 E. KATELLA AVENUE
SUITE 300
City-State-Zip: ANAHEIM CA 92806

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KATE NGUYEN

SECRETARY

04/06/2024

Electronic Signature of Signing Officer/Director Detail

Date



F. References

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 PROPOSALS
Solicitation Number: RFP-2025-1237 Building Official Services
Due Date: Thursday, November 14, 2024

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 Proposer's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:	
Project Name: Town of Oakland Building Official/Inspection, Plan Review and Permitting Services	
Type of Project/Service: Building Official/Inspection, Plan Review and Permitting Services	
Address: 540 East Oakland Avenue, Oakland, FL 34760	
Contracting Agency/Client: Town of Oakland, FL	
Contact Name and Phone #: Andy Stewart, Town Manager, (407) 656-1117 Ext. 2103	
Contact Email Address and Fax #: Email: astewart@oaklandfl.gov Fax: (407) 656-9515	
Contract Amount: \$1.2 Million	Date Work Performed: 2022 – Ongoing
Project #2:	
Project Name: Marion County Building Inspection and Plan Review Services	
Type of Project/Service: Building Inspection and Plan Review Services	
Address: 2710 E. Silver Springs Blvd., Ocala, FL 34470	
Contracting Agency/Client: Marion County	
Contact Name and Phone #: Michael Savage, Building & Safety Director, (352) 438-2459	
Contact Email Address and Fax #: Email: Michael.savage@marionfl.org Fax: (352) 438-2309	
Contract Amount: \$500,000	Date Work Performed: 2022 – Ongoing
Project #3:	
Project Name: Alachua County Building Inspection and Plan Review Services	
Type of Project/Service: Building Inspection and Plan Review Services	
Address: 10 SW 2nd Avenue, Gainesville, FL 32601	
Contracting Agency/Client: Alachua County	
Contact Name and Phone #: Dan Gargas, Building Official, (352) 672-3877	
Contact Email Address and Fax #: Email: dgargas@alachuacounty.us Fax: (352) 338-3284	
Contract Amount: \$50,000	Date Work Performed: 2023 – Ongoing
Project #4:	
Project Name: Winter Garden Building Inspection and Plan Review Services	
Type of Project/Service: Building Inspection and Plan Review Services	
Address: 300 W. Plant Street, Winter Garden, FL 34787	
Contracting Agency/Client: City of Winter Garden	
Contact Name and Phone #: Jimmy Appoloney, Dep. Building Official/Code Enforcement Mgr, (407) 656-4111, Ext. 2253	
Contact Email Address and Fax #: Email: jappoloney@cwgd.com Fax: (407) 656-0839	
Contract Amount: \$360,000	Date Work Performed: 2023 – Ongoing
Project #5:	
Project Name: Pinellas County Building and Development Review (BDRS) On-Call Services	
Type of Project/Service: Building and Development Review (BDRS) On-Call Services	
Address: 440 Court Street, Clearwater, FL 33756	
Contracting Agency/Client: Pinellas County	
Contact Name and Phone #: Kevin McAndrew, Dir. Building & Development Review Services/CE, (727) 464-6053	
Contact Email Address and Fax #: Email: kmcandrew@pinellas.gov Fax: (727) 464-5021	
Contract Amount: Open-Ended Budget	Date Work Performed: 2023 – Ongoing

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



G. Scrutinized Companies Certification

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 PROPOSALS

Solicitation Number: RFP-2025-1237 Building Official Services

Due Date: Thursday, November 14, 2024

Attachment "G"

Proposed Schedule of Subcontractor Participation

☒ No Subcontracting (of any kind) will be utilized on this project.		Solicitation Number: RFP-2025-1237	
Title: Building Official Services		Total Project Amount: \$	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
Federal ID			
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

When applicable, the Proposer, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Proposed Schedule of Subcontractor Participation**, is truthful and correct at the time of submission.

Proposer/Contractor Name: Willdan Engineering

Mailing Address: 650 E. Hospitality Lane, Suite 400, San Bernardino, CA 92408-3586

Telephone Number: 909.963.0565 Fax Number: 888.326.6864

E-mail Address: pjohnson@willdan.com


Authorized Signature

Patrick Johnson, PE, CBO
Printed Name

95-2295858
FEIN Number

Director of Building and Safety
Title

November 12, 2024
Date

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



H. Proof of Licenses/Certification

STATE OF FLORIDA CERTIFICATE


Department of State

I certify the attached is a true and correct copy of the application by WILLDAN ENGINEERING INC., a California corporation, authorized to transact business within the State of Florida on August 10, 2021 as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H21000300625. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is F21000004558.

Authentication Code: 521A00019052-081121-F21000004558-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eleventh day of August, 2021


Secretary of State



STATE OF CALIFORNIA CERTIFICATE

Willdan is headquartered in Anaheim, California. Our certificate of good standing is shown below.



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: WILLDAN ENGINEERING
Entity No.: 0471566
Registration Date: 05/28/1964
Entity Type: Stock Corporation - CA - General
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of September 16, 2024.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 247498041

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

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Secretary of State

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https://bizfileonline.sos.ca.gov/search/business

Business

UCC

Willdan Engineering (471566)

Request Certificate

Initial Filing Date

Status

Standing - SOS

Standing - FTB

Standing - Agent

Standing - VCFCF

Formed In

Entity Type

Principal Address

Mailing Address

Statement of Info Due Date

Agent

05/28/1964

Active

Good

Good

Good

Good

CALIFORNIA

Stock Corporation - CA - General

2401 E. KATELLA AVENUE, SUITE 300 ANAHEIM, CA 92806

2401 E. KATELLA AVENUE, SUITE 300 ANAHEIM, CA 92806

05/31/2025

1505 Corporation
CT CORPORATION SYSTEM
AMANDA GARCIA
CA Registered
Corporate Officer
Agent Authorized
Employee(s)
GABRIELA SANCHEZ
330 N BRAND BLVD,
GLENDALE, CA
DAISY MONTENEGRO
330 N BRAND BLVD,
GLENDALE, CA
BEATRICE CASAREZ-
BARRIENTEZ
330 N BRAND BLVD,
GLENDALE, CA
JESSE GASTELUM
330 N BRAND BLVD,
GLENDALE, CA
JOHN MONTIJO
330 N BRAND BLVD,
GLENDALE, CA

Basic Search

Advanced Search

The California Business Search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, with free PDF copies of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation / Corporation, LLC, LP.

Basic Search

Advanced Search

* A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, **a basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains "keyword" search. The Advanced search allows for a "starts with" filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

* An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

* An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by "begins with" specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

Willdan Engineering

Entity Information

Initial Filing Date

Status

Entity Type

Formed In

Agent

Results: 1

WILLDAN ENGINEERING (471566)

>

05/28/1964

Active

Stock Corporation - CA - General

CALIFORNIA

CT CORPORATION SYSTEM

© 2024 CA Secretary of State

Type here to search

Desktop

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Linda Fuller

2:57 PM

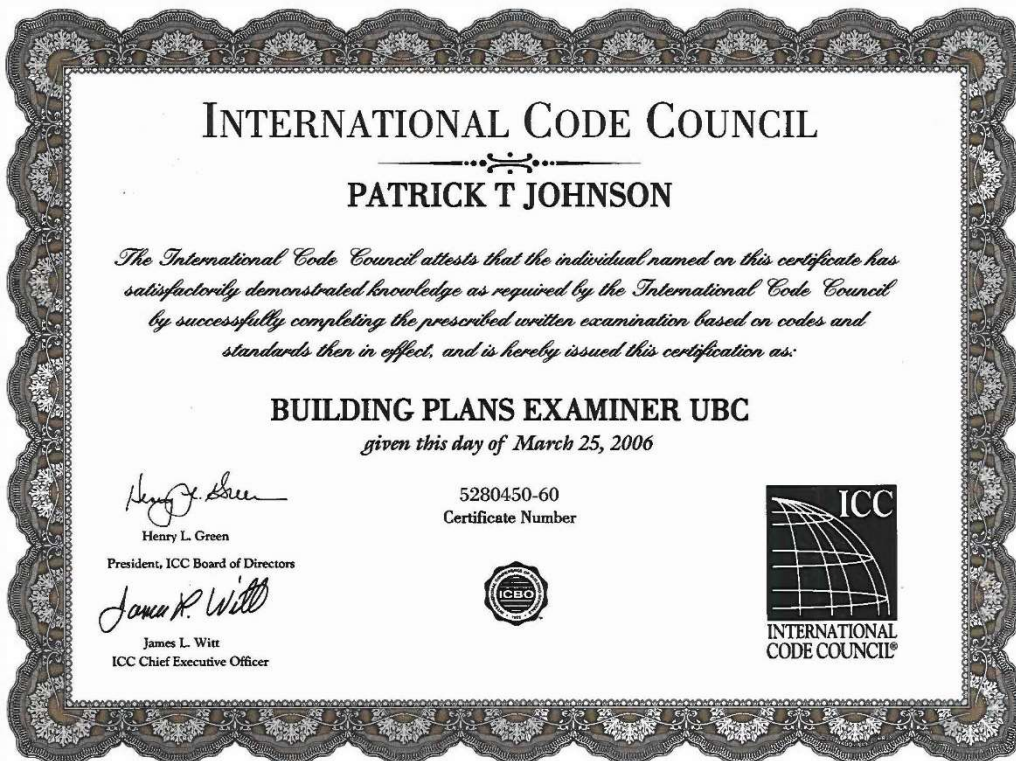
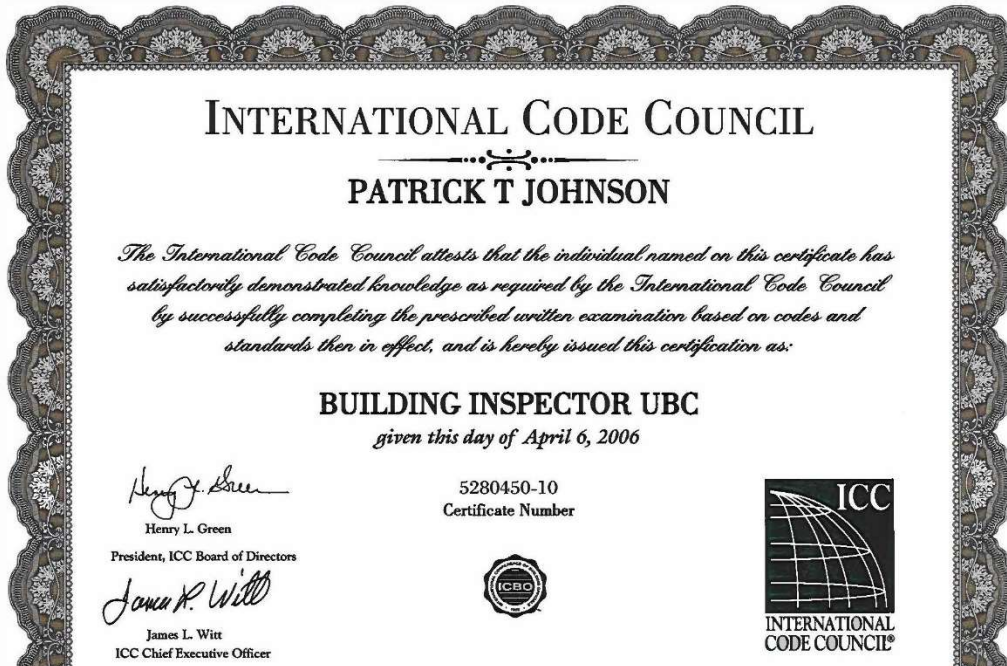
11/13/2024

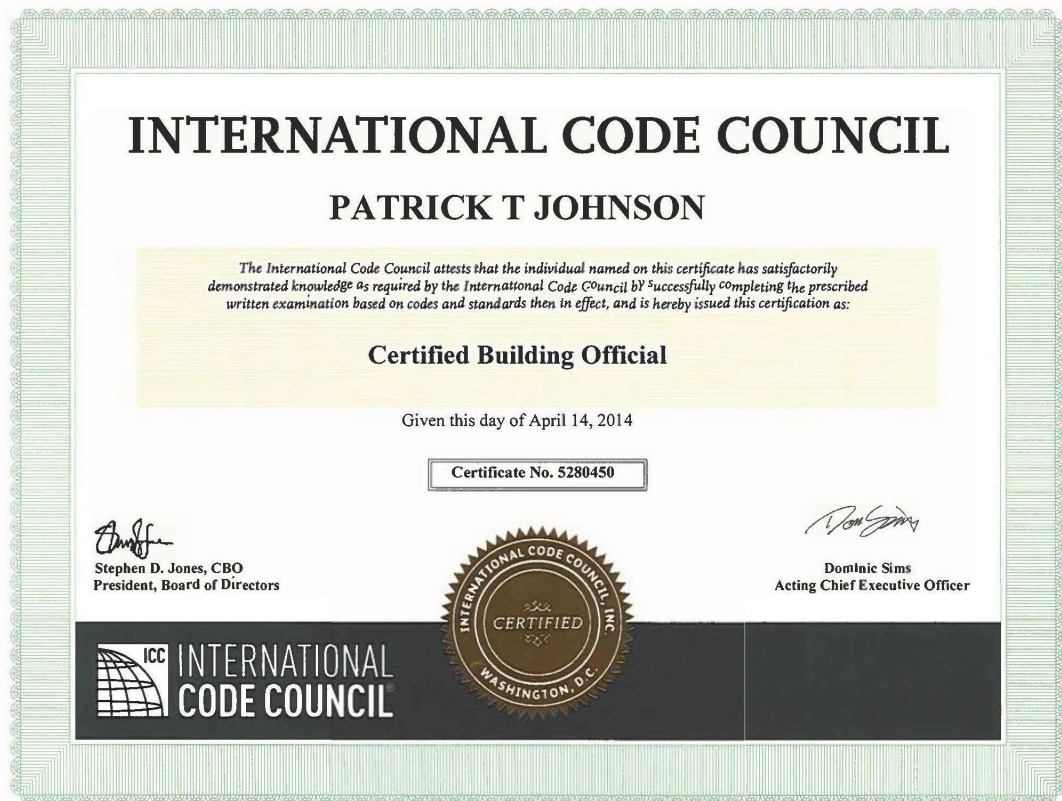
RFP-2025-1237
Building Official Services
63

STAFF LICENSES/CERTIFICATION

Patrick Johnson, PE, CBO

Roles: Principal-in-Charge and Quality Assurance/Quality Control





Albert Brady, CBO

Role: Project Manager



Dennis Grubb

Role: Deputy Project Manager, Fire Services







Mark David Vasquez, CBO, CBCO, CFM

Roles: Building Inspector, Electrical Inspector, Building Plans Examiner

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LICENSEE DETAILS 5:33:03 PM 2/1/2024

Licensee Information

Name:	VASQUEZ, MARK D (Primary Name)
Main Address:	*Private Address* *Private Address*
	Private Address
	Private Address
	Private Address

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN8180
Status:	Current,Active
Licensure Date:	02/16/2021
Expires:	11/30/2025

Special Qualifications

	Qualification Effective
Building	02/16/2021
Electrical Inspector	10/07/2022

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LICENSEE DETAILS 5:32:41 PM 2/1/2024

Licensee Information

Name:	VASQUEZ, MARK D (Primary Name)
Main Address:	*Private Address* *Private Address*
	Private Address
	Private Address
	Private Address

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4575
Status:	Current,Active
Licensure Date:	02/16/2021
Expires:	11/30/2025

Special Qualifications

	Qualification Effective
Building	02/16/2021



Mark Grenier, MCP, CBO

Roles: Building Inspector, Coastal Construction Inspector, Commercial Electrical Inspector, Mechanical Inspector, Plumbing Inspector, Residential Electrical Inspector, Building Plans Examiner, Plumbing Plans Examiner, Mechanical Plans Examiner

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LICENSEE DETAILS

5:37:21 PM 2/1/2024

Licenses Information

Name:**GRENIER, MARK A (Primary Name)**

Main Address:***Private Address* *Private Address***
Private Address
Private Address
Private Address

Licenses Location:***Private Address* *Private Address***
Private Address
Private Address
Private Address

Licenses Information

Licenses Type:**Standard Inspector**

Rank:**Inspector**

Licenses Number:**BN2522**

Status:**Current,Active**

Licenses Date:**12/11/1995**

Expires:**11/30/2025**

Special Qualifications

Qualification Effective

Building

Coastal Construction

Commercial Electric

12/13/2023

08/21/2012

08/21/2012

01/15/2003

01/15/2003

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LICENSEE DETAILS

5:38:46 PM 2/1/2024

Licenses Information

Name:**GRENIER, MARK A (Primary Name)**

Main Address:***Private Address* *Private Address***
Private Address
Private Address
Private Address

Licenses Location:***Private Address* *Private Address***
Private Address
Private Address
Private Address

Licenses Information

Licenses Type:**Standard Plans Examiner**

Rank:**Plans Examiner**

Licenses Number:**PX1923**

Status:**Current,Active**

Licenses Date:**07/18/2001**

Expires:**11/30/2025**

Special Qualifications

Qualification Effective

Building

Mechanical

Plumbing

01/15/2003

06/16/2023

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Building Official Services

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John L. Abner, CBO, MCP, CFM

Roles: Building Inspector, Electrical Inspector, Mechanical Inspector, Residential Inspector, Plumbing Inspector, Plumbing Plans Examiner, Mechanical Plans Examiner, Electrical Plans Examiner, Plans Examiner

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LICENSEE DETAILS 6:59:57 AM 6/26/2024

Licensee Information

Name:	ABNER, JOHN LOUIS (Primary Name)
Main Address:	*Private Address* *Private Address*
	Private Address
	Private Address
	Private Address

License Information

License Type:	Residential Plans Examiner
Rank:	Residential
License Number:	RPX288
Status:	Current,Active
Licensure Date:	03/01/2018
Expires:	11/30/2025

Special Qualifications Qualification Effective

--	--

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LICENSEE DETAILS 6:58:14 AM 6/26/2024

Licensee Information

Name:	ABNER, JOHN LOUIS (Primary Name)
Main Address:	*Private Address* *Private Address*
	Private Address
	Private Address
	Private Address

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3952
Status:	Current,Active
Licensure Date:	09/28/2017
Expires:	11/30/2025

Special Qualifications Qualification Effective

Building	06/18/2019
Electrical	09/28/2017
Mechanical	09/02/2022
Plumbing	12/02/2020



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6:57:20 AM 6/26/2024

Licensee Information

Name:

ABNER, JOHN LOUIS (Primary Name)

Main Address:

Private Address *Private Address*

Private Address

Private Address

Private Address

License Information

License Type:

Standard Inspector

Rank:

Inspector

License Number:

BN6812

Status:

Current,Active

Licensure Date:

02/24/2016

Expires:

11/30/2025

Special Qualifications

Qualification Effective

Building

06/13/2018

Electrical Inspector

02/24/2016

Residential

02/24/2016

Mechanical

04/11/2022

Plumbing

09/08/2020

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Steve Raney,CBO

Role(s): Building Inspector, Electrical Inspector, Mechanical Inspector, Plumbing Inspector, Building Plans Examiner, Plumbing Plans Examiner, Mechanical Plans Examiner

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LICENSEE DETAILS

5:42:06 PM 2/1/2024

Licentee Information

Name:

RANEY, STEVEN DOUGLAS (Primary Name)

Main Address:

Private Address *Private Address*

Private Address

Private Address

License Information

License Type:

Standard Inspector

Rank:

Inspector

License Number:

BN8941

Status:

Eligible for Exam,Active

Licensure Date:

10/26/2023

Expires:

Special Qualifications

Qualification Effective

Building

10/26/2023

Electrical Inspector

12/14/2023

Mechanical

12/14/2023

Plumbing

12/14/2023

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LICENSEE DETAILS

5:40:50 PM 2/1/2024

Licentee Information

Name:

RANEY, STEVEN DOUGLAS (Primary Name)

Main Address:

Private Address *Private Address*

Private Address

Private Address

License Information

License Type:

Standard Plans Examiner

Rank:

Plans Examiner

License Number:

PX5040

Status:

Eligible for Exam,Active

Licensure Date:

10/25/2023

Expires:

Special Qualifications

Qualification Effective

Building

10/25/2023

Mechanical

12/14/2023

Plumbing

12/14/2023



Joe Crum, CBO

Certificates not available at time of proposal submittal.



Robert Harper, MCP, CFM, CBO

Role: Plans Examiner

Standard Inspector	HARPER, ROBERT MACCONNELL	Primary	BN8435 Inspector	Current, Active 11/30/2025
Main Address*: Private				
Standard Plans Examiner	HARPER, ROBERT MACCONNELL	Primary	PX4774 Plans Examiner	Current, Active 11/30/2025
Main Address*: Private				
Residential Plans Examiner	HARPER, ROBERT MACCONNELL	Primary	RPX382 Residential	Current, Active 11/30/2025
Main Address*: Private				
Building Code Administrator	HARPER, ROBERT MACCONNELL	Primary	BU2192 Building Code A	Current, Active 11/30/2025
Main Address*: Private				

All certificates not available at time of proposal submittal.



Benjamin Suriel, RA, NCARB, LEED AP BD+C

Role: Building Plans Examiner

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LICENSEE DETAILS

5:30:34 PM 2/1/2024

Licensee Information

Name:	SURIEL, BENJAMIN (Primary Name)
Main Address:	14652 KEELFORD WAY ORLANDO Florida 32824
County:	ORANGE

License Information

License Type:	Architect
Rank:	Architect
License Number:	AR92725
Status:	Current,Active
Licensure Date:	07/29/2005
Expires:	02/28/2025

Special Qualifications	Qualification Effective

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LICENSEE DETAILS

5:30:59 PM 2/1/2024

Licensee Information

Name:	SURIEL, BENJAMIN (Primary Name)
Main Address:	14652 KEELFORD WAY ORLANDO Florida 32824
County:	ORANGE

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3694
Status:	Current,Active
Licensure Date:	02/18/2016
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	02/18/2016

RFP-2025-1237
Building Official Services

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Robert Rene, PE, CCE, VMA

Role: Plan Reviewer

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LICENSEE DETAILS

5:29:32 PM 2/1/2024

Licensee Information

Name:	RENE, ROBERT B JR. (Primary Name)
Main Address:	2528 108TH AVE OAKLAND California 94603
County:	OUT OF STATE
License Mailing:	2528 108TH AVE OAKLAND CA 94603
County:	OUT OF STATE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	76879
Status:	Current,Active
Licensure Date:	01/17/2014
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	05/31/2011



NATIONAL FIRE PROTECTION ASSOCIATION

CERTIFICATE OF COMPLETION

2020 NFPA 70: National Electrical Code (NEC) Online Training Series

ROBERT RENE

Completion Date: January 12, 2024
CEUs: 1.0 or 10 hours



President, National Fire Protection Association

IT'S A BIG WORLD. LET'S PROTECT IT TOGETHER.®

https://training.nfpa.org/openviewer/certificates/skillprofile/318/?_id=1705090002436



Paul Anderson

Role: Fire Inspector



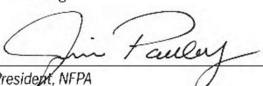
THIS CERTIFIES THAT

PAUL ANDERSON

has successfully demonstrated knowledge and skills in the job performance requirements set forth in NFPA 1031, *Standard for Professional Qualifications for Fire Inspector and Plan Examiner*, and is hereby certified as a **Certified Fire Plan Examiner**.

02/26/2026

Valid through


President, NFPA



CFPE-23-PB-0254

Certification Number


Director of Certification, NFPA





THIS CERTIFIES THAT

Paul Anderson

has met the standards set forth by NFPA® and is recognized through education, experience and knowledge as a **CFPS - Certified Fire Protection Specialist**

08/14/2023

Valid from


President, NFPA

08/13/2026

Valid to



1130070-CFPS

Certification Number


Director of Certification, NFPA







I. Local Business Tax Receipt

GENERATED SEPTEMBER 26, 2024

New Business Tax and Certificate of Use Application
#433422

contracted 200 S ORANGE AVE

APPLICANT

ALLY LENGUYEN alenguyen@willdan.com (714) 940-6300

ZONING OVERVIEW

Zoning Clearance
Permitted

Land Use
Office

Zoning District
AC-3A/T Downtown Metropolitan Activity Core Traditional City (AC-3A/T)

Zoning Overlays
MS-CS - Church St
DWNENT - Downtown Entertainment Area
DDB - Downtown Development Board
OEED - Orlando Economic Enhancement District/Downtown Model
TIF-D - TIF - Downtown
T - Traditional City Overlay
CRA - DT - Community Redevelopment Area - Downtown

Parcel(s)
292226002700050

F E E S

Worker Scale - Employee	\$137.82
BTR Administration Fee	\$5.00
COU Administration Fee	\$15.00
Total:	\$157.82

1 OF 4



FEE SCOPING

Date of business opening Sep 26, 2024	Select the type of office/occupation that best fits your project: Other
Select the type of licensing application: I am registering a business that has a permanent address in the City of Orlando, including home occupation, brick and mortar businesses, or other.	Is your businesses exclusively mobile, meaning no business is done at your main address? No
Select your project type: "contracted" Non-Residential > Office	Square footage of business 1000
Are you a registered nonprofit organization? No	Number of employees 3
	Are you operating out of a home? No

BUSINESS DETAILS

Name of Business or Fictitious Name Willdan Engineering	Business Telephone (714) 940-6300
Federal Employer Identification Number (FEIN) 952295858	Business email address ALenguyen@willdan.com
State clearly the type of business you are applying for. Contracted building services and municipal support services.	



BUSINESS LOCATION

Will your business operate after midnight?	Address 1
No	2401 E. KATELLA AVENUE
Address	Suite/Apt Number
200 S ORANGE AVE	300
Suite Number	City
1550	ANAHEIM
ZIP Code	State
32801	California
Do you want to add a different mailing address?	ZIP Code
Yes	92806

CERTIFICATION



I certify under the penalty of perjury that the information in Section I is accurate and correct to the best of my knowledge and belief. I understand that if any portion is false or misrepresented such fact may constitute a criminal violation of the [City Code Section 43.16](#) and may be just cause for revocation of any Business Tax Receipt issued.



Further, I warrant that I am duly authorized to enter into and execute this Business Tax Receipt Application on behalf of my business/firm. I further understand that the issuance of a Business Tax Receipt is a privilege to conduct business in the City of Orlando, and that failure to correct conditions on the premises which are in violation of the City Code is punishable under [Section 1.08](#) of the Code of the City of Orlando and such failure may be just cause for immediate revocation of any Business Tax Receipt issued.

Name of signee

ALLY K. LENGUYEN

Title of signee

ASSOCIATE

Signature of authorized individual



Payment Confirmation

You paid for the following City of Orlando application(s):

BUS-1112356 - Business Tax Receipt
BUS-1112356 - Administration Fee

Payment Transaction Number: 46068

Authorization #: 061632

Your credit card has been charged: \$142.82

Please keep this information as verification of payment.

Important: If you do not receive a confirmation email within a few minutes, your payment may not have been applied successfully. If this occurs, please visit cityoforlando.net/digitalcityhall for contact information.

J. Tax Identification Number (TIN)

Willdan’s TIN is 95-2295858.



PRICE PROPOSAL – TAB “E”



Price Proposal and Acceptance of Terms Form

As instructed in the bid packet, the Price Proposal and Acceptance of Terms Form, shall be completed, signed and included in the Required Forms Tab. Willdan has completed the form and would like to note that because of the way the form requested the hourly rates, there was not an opportunity to show the flexibility that may be available depending on the specific request from the City (i.e. – Electronic Plan Review by a Licensed Building Official may be available at a different rate than On Site Plan Review). We are open to discussion with the City to evaluate each request.



ADDITIONAL INFORMATION – TAB “F”

- Exceptions to the City’s Standard Contract for Services Agreement
- Promotional Material or Supporting Documentation



Exceptions to the City's Standard Contract for Services Agreement

Willdan has no exceptions to the City's Standard Contract for Services Agreement or agreements that need to be considered to be included with the final agreement.

Promotional Material or Supporting Documentation

- Willdan Brochure
- Willdan Building and Safety Brochure





800.424.9144

BUILDING A BETTER WORLD

Willdan transitions communities to clean energy and a sustainable future.

We're problem solvers committed to global stewardship.

We implement innovative solutions for a broad range of facilities, transportation, and power systems while preparing for the next 100 years.

Willdan Was
Founded:
1964

Publicly-traded
Nasdaq:
WLDN

1,500
Employees and
50+
Offices
Nationwide

**Energy and
Sustainability**



Engineering



**Program
Administration**



**Design-Build and Energy
Performance Contracting**



**Financial, Economic, and
Strategic Planning**



**Software and
Emerging Technology**



www.willdan.com



OUR EXPERTISE

370,000+
customers
served

300,000+
projects
delivered

6.8M MWh
and
98M therms
saved

5.6M
metric tons
GHG
emissions
avoided

100+
utility
programs

25,000+
contracts with
municipalities

ENERGY AND SUSTAINABILITY

Industry-leading, effective solutions for your unique needs.

- Electric grid optimization
- Energy efficiency and planning
- Electrification
- Energy design assistance



DESIGN-BUILD AND ENERGY PERFORMANCE CONTRACTING

Thorough, upfront design and engineering to lower costs and improve performance and equipment longevity.

- Turnkey services:
 - Analysis
 - Financing
 - Auditing
 - Construction management
 - Design
 - Optimization
- Custom technology solutions
- NAESCO accredited



ENGINEERING

55+ years providing engineered solutions for municipalities and energy.

- Municipal services:
 - Building & Safety
 - City Engineering
 - CM & Inspection
 - Design Engineering
 - Planning
- Analysis
- Design
- Construction management
- System optimization
- Inspections and compliance



FINANCIAL, ECONOMIC, AND STRATEGIC PLANNING

Consulting, studies, and forecasting to support long-term growth and cost-effectiveness.

- Real estate and economic development
- Planning
- Policy
- Financial consulting services
- Financing and revenue optimization
- Market price forecasting



PROGRAM ADMINISTRATION

Streamlined program planning and delivery with experienced staff.

- Utility program design and delivery
- Civic program administration
- Staff augmentation



SOFTWARE AND EMERGING TECHNOLOGY

Advanced analytics and technology integration (DERs, EV charging, etc.)

- Software
- Smart cities and microgrids
- Studies and emerging technologies



MARKETS WE SERVE

- Utilities
- Government and Public Sector
- K-12 and Higher Education
- Healthcare
- Hospitality
- Data Centers
- Large Commercial & Industrial
- Small Businesses
- Multifamily Housing



800.424.9144 | www.willdan.com





BUILDING & SAFETY

Willdan is an industry leader in providing contract professional services to municipalities for over 59 years.

We bring unmatched expertise in building and safety, civil engineering, public works, community development, planning, financial consulting, geotechnical services, and energy efficiency solutions.

📞 800.424.9144 🌐 willdan.com/buildingandsafety



ONE-STOP-SHOP FOR THE PUBLIC SECTOR

Proudly serving Florida since 2007, Willdan has an office in Orlando with additional representatives across the state. Our building and safety team is ready and available to assist municipalities.



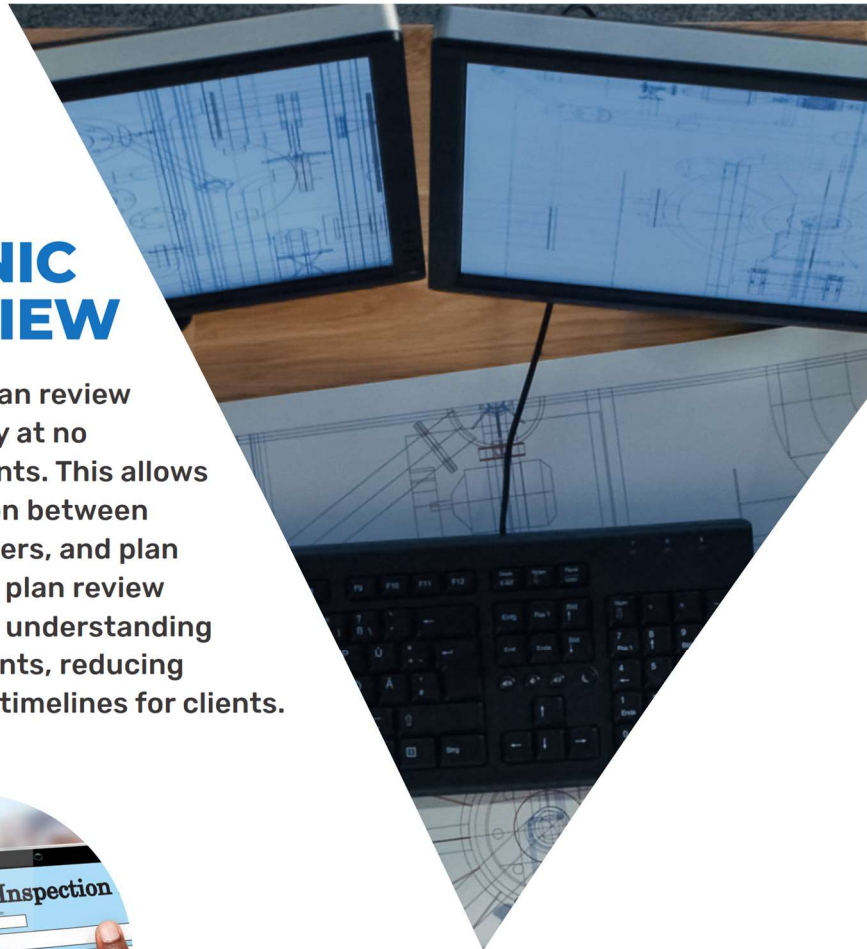
Our team includes engineers, architects, building officials, plan examiners, and inspectors – all Florida licensed and ICC certified with extensive public agency experience. We maintain professional certifications and regularly attend training to stay current with industry technologies, codes, and standards. We are certified to provide plan review and inspection for your building needs in the following areas:

- Architectural
- Structural
- Mechanical
- Electrical
- Plumbing
- Fire/Life-Safety
- Fire Prevention
- Disabled Access
- Energy Conservation



NO-COST ELECTRONIC PLAN REVIEW

Willdan can provide plan review services electronically at no additional cost to clients. This allows for online collaboration between municipalities, designers, and plan examiners. Electronic plan review facilitates a complete understanding of plan review comments, reducing costs and processing timelines for clients.



VIRTUAL BUILDING INSPECTIONS

In addition to standard onsite inspections, we offer virtual building inspections using video capabilities through smart phones or tablets. Our inspectors can perform comprehensive inspections from any location - saving jurisdictions, applicants, and contractors time and money.

GPS navigation verifies and matches site and permit addresses. Photos and correction notices are recorded, allowing the inspector to advise the contractor and/or applicant if the inspection has passed or failed in real time. Results are processed in the jurisdiction's permitting system within 24 hours.

EXPEDITED SERVICES AND PROFESSIONAL SERVICE PROVIDERS

Pressed for time? Require additional professional staffing? Willdan has you covered. We offer multiple solutions to quickly meet your needs.



EXPEDITED PLAN REVIEW

We can adjust our review schedule to meet your requirements.



ELECTRONIC PLAN REVIEW

Electronic plan review is a paperless solution that accelerates the process without the need for new software or hardware. This service saves our clients time and money while lowering building department foot traffic.



SHORT-NOTICE INTERIM STAFFING

Many of our team members held municipal positions prior to joining Willdan and can readily fulfill your short-term staffing needs. Their specialized experience and knowledge will keep your agency running efficiently.

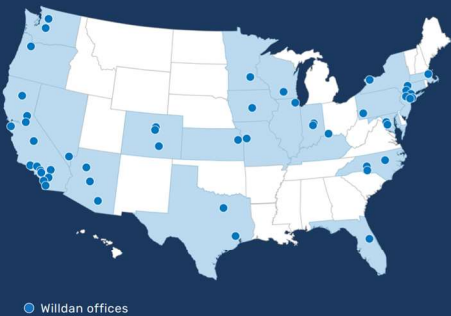
WE'RE HERE TO HELP

Al Brady, CBO
Willdan Building & Safety Deputy Director

📞 951.454.3539
✉ abrady@willdan.com
📍 200 S. Orange Avenue, Suite 1550
Orlando, FL 32801

ABOUT WILLDAN

Willdan Group, Inc. (Willdan/WGI) was founded in 1964 as an engineering firm working with local governments. Willdan has evolved to become a leading nationwide provider of professional technical and consulting services to utilities, government agencies, and special districts. Willdan's service offerings span a broad set of complementary disciplines that include electric grid solutions, energy efficiency and sustainability, engineering and planning, and municipal financial consulting.



● Willdan offices



www.willdan.com



APPENDIX

Project Team Resumes

Resumes for our proposed staff are presented on the following pages:

- Patrick Johnson, PE, CBO
- Al Brady, CBO
- Dennis Grubb, CFPE
- Mark Vasquez, CBO, CBCO, CFM
- Mark Grenier, MCP, CBO
- John Abner, CBO, MCP, CFM
- Steve Raney, CBO
- Joseph R. Crum, CBO
- Robert M. Harper, MCP, CFM, CBO
- Benjamin Suriel, RA, NCARB, LEED AP BD+C
- Robert Rene, PE, CCE, VMA
- Paul Anderson





Patrick Johnson, PE, CBO

Title: Director of Building and Safety

Roles: Principal-in-Charge and Quality Assurance/Quality Control

EDUCATION

*BS, Structural Engineering,
University of Iowa,
Iowa City, IA*

MEng, California State Polytechnic University Pomona, CA

PROFESSIONAL CERTIFICATIONS

*California Professional Engineer
(CE#67960)*

*Arizona Professional Engineer
(CE#50435)*

*Colorado Professional Engineer
(CE#43704)*

*Nevada Professional Engineer
(CE#20699)*

ICC Building Official

ICC Plans Examiner

ICC Building Inspector

20 YEARS OF EXPERIENCE

Patrick Johnson has 20 years of construction and engineering experience and is a registered engineer specializing in lightweight commercial, industrial, and residential structures. He has plan checked several tilt-up warehouse buildings up to 2.3 million square feet and numerous structures consisting of braced and moment frames for lateral resistance, prestressed concrete structures, and multi-story buildings up to six stories in height.

As Director of Willdan's Building and Safety Division, Mr. Johnson is responsible for overseeing all Building and Safety services company-wide as well as providing structural plan review. He has attended code enforcement and seismic application seminars and has received his Master of Engineering degree, specializing in structures, from California State Polytechnic University. Patrick has served as acting building official for the cities of Big Bear Lake, Loma Linda, and Rancho Mirage. He has served as a forensic engineer responsible for justifying probable causes of structural damage caused by expansive soils.

As a project manager for Willdan's On-call Building Official and Building and Safety Services contracts, Mr. Johnson works with town/city managers to plan, organize, direct, and administer the activities of their Building and Safety Departments, including building inspections; inspection of construction; and general rehabilitation or repair of commercial, residential, and industrial properties. He has overseen reviews of building plans, calculations, and specifications for proposed structures; administered building and safety code enforcement; and reviewed construction plans to ensure they meet building codes and zoning regulations. Mr. Johnson also oversees inspectors monitoring construction sites to determine whether structures and systems have been installed to meet all construction codes and ordinances for public safety.

Relevant Work Experience

- Building Official, Building Inspection, Plan Review, Permitting Services, Town of Oakland, FL. Principal-in-Charge.
- Building Inspection and Plan Review Services, City of Clermont, FL. Principal-in-Charge.
- Building Inspection and Plan Review Services, City of Winter Garden, FL. Principal-in-Charge.



- Building and Development Review Services, Pinellas County, FL. Principal-in-Charge.
- Building Inspection and Plan Review Services, Marion County, FL. Principal-in-Charge.
- Building Inspection and Plan Review Services, Alachua County, FL. Principal-in-Charge.
- Building Inspection and Plan Review Services, Sarasota County, FL. Principal-in-Charge.
- Building Official, Building Inspection, Plan Review, Permitting Services, Osceola County, FL. Principal-in-Charge.
- Building Official Services, Cities of Banning, Big Bear Lake, Highland, Loma Linda, March JPA, and Rancho Mirage, CA. Building Official.





EDUCATION

BA, Business
Administration,
University of
Southern
California, Los
Angeles

AA, Liberal Arts,
California State
University,
Fullerton

PROFESSIONAL CERTIFICATIONS

ICC Certified
Building Official,
(CBO 8724410)

PC 832 Certificate,
Orange County
Sheriff's Academy,
Orange, CA

Basic
Certification,
SCACEO -
Southern
California
Association of
Code Officials

Intermediate
Certification,
SCACEO -
Southern
California
Association of
Code Officials

31 YEARS OF EXPERIENCE

Albert Brady, CBO

Title: Deputy Director of Building and Safety

Role: Project Manager

Al Brady is the Deputy Director of Building and Safety and the proposed Project Manager for this contract. He has over 31 years of experience in the code profession working directly for municipalities and in the private sector. Mr. Brady leads a team of building professionals who can provide both short and long-term services. During his career, he has developed and managed numerous code programs nationwide and specializes in performing program analysis and establishing successful policies and procedures.

Previous Work Experience

- Building and Development Review (BDRS) On-Call Services, Pinellas County, FL. *Project Manager.*
- Building Inspection and Plan Review Services, City of Clermont, FL. *Project Manager.*
- Building Official, Building Inspection, Plan Review, Permitting Services, Town of Oakland, FL. *Project Manager.*
- Building Inspection and Plan Review Services, Marion County, FL. *Project Manager.*
- Building Inspection and Plan Review Services, Sarasota County, FL. *Project Manager.*
- Building Official, Building Inspection, Plan Review, Permitting Services, Osceola County, FL. *Project Manager.*
- *Building Official, Code Enforcement Official, Project Manager Services:* Cities of Laguna Beach, Laguna Hills, Laguna Woods, La Puente, Manhattan Beach, Solvang, and Orange and San Diego Counties, CA.

Relevant Project Experience

Building and Safety Services, Cities of Cudahy, La Puente, and Rolling Hills Estates, California. *Building Official.* Organize, direct, and administer the activities and operation of the B&S department, including building inspections, the inspection of construction, and the general rehabilitation or repair of commercial, residential, and industrial properties. Oversee the review of building plans, calculations, and specifications for proposed structures. As B&S administrator, approve all construction plans to ensure they meet building codes and zoning regulations. Inspect and monitor construction sites to determine if structures and systems are installed to meet all construction requirements. Oversee staff engaged in the preparation/maintenance of records of plans, inspection processes,



*Advanced
Certification,
SCACEO -
Southern
California
Association of
Code Officials*

*Supervisory
Certification,
SCACEO -
Southern
California
Association of
Code Officials*

*Watershed
Management
Certificate, EPA -
Environmental
Protection
Agency,
Sacramento, CA*

letters/reports prepared or used in connection with building inspections; respond to questions from property and building owners; and interpret codes.

County of Riverside, California. *Code Enforcement Director.* Managed the Code Enforcement Department for the entire County of Riverside. Assigned to oversee all operations and respond to all citizen concerns, County CEO complaints and Board inquiries; Prepare and monitor the Department's budget including all revenues and expenditures. Prepare regular staff reports for the Board of Supervisor's regarding ordinance development and/or code revisions.

City of Moreno Valley, California. *Code & Neighborhood Services Official.* Responsible for managing the Code and Neighborhood Services Division which is comprised of the Building Enforcement Team and the Code Compliance Division. Assigned to oversee all operations and respond to all citizen concerns.





EDUCATION

*August Vollmer
University, B.S. -
Criminal Justice*

*Los Angeles Community
College, A.A. -
Administration of
Justice*

PROFESSIONAL CERTIFICATIONS

**International Code
Council**

*Certified Fire Plans
Examiner*

*Certified Fire Inspector
II*

SPECIALIZED TRAINING

*Flammable &
Combustible Liquids
High Pile Combustible
Storage*

*Solving Means of
Egress in Commercial
Buildings*

*Fire Protection Systems
Hazardous Materials
Nonstructural Fire &
Life Safety Principles*

*CFC Fundamentals
Commercial Product
Conveying Ducts &
Exhaust Systems*

*Spray-Applied Fire-
Resistive Materials/
Intumescent Coatings*

24 YEARS OF EXPERIENCE

Dennis Grubb

Title: Deputy Director of Fire Services

Role: Deputy Project Manager, Fire Services

Mr. Grubb is thoroughly knowledgeable on State, Regional and Local Amendments, Guidelines, Information Bulletins, Policies & Procedures, and the Proprietary Fire Prevention Software (IFP).

- Led Orange County Fire Authority's code adoption process for the 2010 & 2013 Code Cycle.
- 2010 & 2013 Orange Empire Code Committee
- 2013 Orange County Fire Prevention Officer Association Code Committee Chairman
- Mr. Grubb is currently serving as the Fire Marshal in the City of Montclair and is serving as the Deputy Fire Marshal which is responsible for all new development in the City of La Habra Heights.

Agency Experience

- Orange County Fire Authority
- City of Montclair Fire
- City of La Habra Heights Fire
- City of Placentia Fire

Project / Plan Review Experience

- Responsible for increasingly technical inspections of all types.
- Supervised and managed Plan Review, Wildland Program, High Rise inspection Program, Hazardous Materials Program, and a wide array of special projects teams (fireworks, code adoption, FHSZ Maps, Smoke Alarm, etc).
- Participated in the IFC Chapter 32 rewrite Committee, significantly updating high pile storage code requirements.
- Led fire agency participation with Underwriters Laboratory examining effects of Photovoltaic system and fire-fighting PPE.
- Completed all fire plan reviews for significant projects:
 - Toyota Arena
 - 16-Story Loma Linda Hospital
 - LA Chargers World Headquarters and Training Facilities
 - Great Wolf Resort
 - Legoland
- Established and grew Dennis Grubb & Associates, into a premier Fire Consulting Firm.
 - Instructed plan review classes in:



Performance Based
Code Enforcement
Tenant Improvement
Aspects of A, B and M
Occupancies

Solar Photovoltaic
Systems

Assembly Means of
Egress

Special Building Types
& Features

Commercial Kitchen
Hoods

Building Areas, Fire
Areas and Mixed
Occupancies

Compressed Gases &
Cryogenic Fluids

Application of the UFC
for Building
Construction

Means of Egress 1

Means of Egress II

Hazardous Classified
Locations

Automatic Sprinkler
Systems

Fire Prevention 1A, 1B,
1C, 2A, 2B, 3A

Statutes & Regulations

- Underground Fire Line Design
- High Piled Storage
- Application of Fire Code requirements
- Fire Sprinkler Systems
- Fire Alarm Systems





Mark David Vasquez, CBO, CBCO, CFM

Title: Plans Examiner I

Roles: Building Inspector, Electrical Inspector, Building Plans Examiner

EDUCATION

BA, Operations Management and Analysis

AA, Building Inspection Technology

PROFESSIONAL CERTIFICATIONS

Florida Certified Building Code Administrator, (BU2069)

Florida Certified Building Inspector, Building, Electrical (BN8180)

Florida Certified Plans Examiner, Building (PX4575)

ICC Certified Building Official, Certified Building Code Official, Certified CFM (No. 873981)

33 YEARS OF EXPERIENCE

Mark Vasquez has 33 years in the municipal and construction industry working as a Community Development Department Manager, Manager of Operations-Construction, Building Official, Building Code Administrator. Mark is a Florida certified building official, certified floodplain manager, building code administrator, plans examiner and commercial and residential inspector. He has served as the building code administrator in four municipalities and two school districts in the state of Florida.

Relevant Work Experience

Building Inspection and Plan Review Services, Marion County, FL. Plan Reviewer. Willdan's Florida Plan check team was selected and performs residential, commercial, and solar plan check services for the County of Marion. All plan checks performed are via Willdan's electronic plan review system which is accessible to all applicants. Customers can access plan check comments in real time and can track the review through approval on our electronic portal.

Building Official/Inspection, Plan Review and Permitting Services, Town of Oakland, FL. Building Official/Plan Reviewer. Willdan provides full building department services including building official, administrative staff, inspection, and plan review. All plan checks and permit technician functions are performed remotely but building official and inspection services are conducted on-site.

City of Treasure Island, FL (Safebuilt). Building Code Administrator.

- Building Code Administrator – community development services and building code services for the city of Treasure Island. Maintaining public relations by providing responsive, courteous, and quality service. Updating antiquated systems by introducing new methods and standards of operating procedures using new technology, and resources that are readily available, additionally, provide leadership, direction, and stability to the team.
- Conduct inspections and perform plan reviews for BMEP commercial and residential projects. Meet with developers, contractors and design professionals as requested prior or during the projects.
- Plans and supervises all activities of the respective building departments, including plan review and building inspection. Ensure compliance with



all applicable city policies and procedures, and other laws, regulations, codes, and ordinances.

- CFM duties include – Respond to weather emergencies and coordinate an appropriate response. Issue and authorize “Stop Work” orders and “Unsafe for Occupation,” notices.

City of Brooksville, Crystal River, Weeki Wachee, Sumter County Schools, Citrus County Schools, FL (PDCS, LLC). *Building Code Administrator.*

Building Code Administrator – community development services and building code services for several cities and school districts. Maintaining public relations by providing responsive, courteous, and quality service. Updating antiquated systems by introducing new methods and standards of operating procedures using new technology, and resources that are readily





EDUCATION

Building Construction Technology, Daytona State College

Occupational Safety and Health, Columbia Southern University

PROFESSIONAL CERTIFICATIONS

ICC Master Code Professional

ICC Accessibility Inspector

ICC Residential Energy Inspector

ICC Coastal & Floodplain Inspector

Florida Certified Building Code Administrator, (BU1091)

Florida Certified Plans Examiner, Building, Mechanical, Plumbing (PX1923)

Florida Certified Building Inspector, Building, Mechanical, Electrical, Plumbing Coastal Construction (BN2522)

43 YEARS OF EXPERIENCE

Mark Grenier, MCP, CBO

Title: Plans Examiner I

Roles: Building Inspector, Coastal Construction Inspector, Commercial Electrical Inspector, Mechanical Inspector, Plumbing Inspector, Residential Electrical Inspector, Building Plans Examiner, Plumbing Plans Examiner, Mechanical Plans Examiner

Mark Grenier is an International Code Council certified Master Code Professional & Certified Building Official with 23 years of experience as a Building Code Administrator and 43 years overall experience in the construction industry. He is currently managing approximately \$105 million worth annually of construction projects citywide. Mr. Grenier has an extensive background in building, mechanical, electrical, and plumbing, inspections and plan review.

Relevant Work Experience

Building Inspection and Plan Review Services, Marion County, FL. Plan Check Coordinator. Willdan's Florida Plan check team was selected and performs residential, commercial, and solar plan check services for the County of Marion. All plan checks performed are via Willdan's electronic plan review system which is accessible to all applicants. Customers can access plan check comments in real time and can track the review through approval on our electronic portal.

City of Clermont, FL. Building Code Administrator.

Capri Engineering. Threshold Inspector.

Independent Inspections, LTD. Building Official.

City of Lake Helen, FL. Chief Building Inspector.





EDUCATION

AS, Fire Science,
Columbia Southern

PROFESSIONAL CERTIFICATIONS

Building Code
Administrator
Residential Inspector
Residential Plans
Examiner

Commercial Building
Inspector

Commercial
Mechanical
Inspector

Commercial Electric
Inspector

Commercial
Plumbing Inspector

Building Plans
Examiner

Mechanical Plans
Examiner Electric

Plans Examiner
Plumbing Plans

Examiner Fire
Inspector I

Fire Inspector 2

ICC Fire Plans

Examiner Certified

Floodplain Manager

Coastal Inspector

John L. Abner, CBO, MCP, CFM

Title: Plans Examiner I

Roles: Building Inspector, Electrical Inspector, Mechanical Inspector, Residential Inspector, Plumbing Inspector, Plumbing Plans Examiner, Mechanical Plans Examiner, Electrical Plans Examiner, Plans Examiner

John Abner is a passionate Building & Safety leader, setting an example for building professionals to be productive and efficient. He has refined relationship-building skills and experience working collaboratively with coworkers, community partners, city officials, and contractors. His extensive knowledge of the training, application, and testing processes regarding licensing in the state of Florida fuels his desire to equip others to succeed.

Work Experience

City of Mount Dora, FL. Deputy Building Official.

- Work closely with Building Official, leading the team, creating process and policy, and continually improving service.
- Lowered BCEGS score to Commercial – 2 and Residential – 3 as we moved toward full accreditation.

Victory Church, FL. Senior Pastor/Youth Pastor.

- Responsible for paid and volunteer staff, determining and managing budget, planning/conducting community events, and maintaining the building and grounds.
Chaplain of THS and UHS football teams, Chaplain for Lake County Jail, Chaplain for Lake County Sheriff, Chaplain for Florida Hospital Waterman. Maintained organizational vision through yearly planning, meeting with other community leaders, and communicating with stakeholders.

Lake County, FL. Building Inspector.

- Residential Inspector
- Commercial Electric Inspector

John Abner Electric, FL. Electrical Contractor.

- As a partner in the company, was responsible for hiring, training, and scheduling all employees.
- Built relationships with builders, building departments, other contractors, and potential customers.
- Responsible for ensuring code compliance on all jobs.





EDUCATION

*BS, Management,
Northern Arizona
University*

*BS, Building
Code/Public
Administration,
Central Michigan
University*

PROFESSIONAL CERTIFICATIONS

*Florida Certified
Building Code
Administrator BU2210*

*Florida Certified
Building Inspector,
Building, Mechanical,
Electrical, Plumbing
(BN8941)*

*Florida Certified Plans
Examiner, Building,
Mechanical, Plumbing
(PX4050)*

*Structural Masonry
Special Inspector*

*Accessibility
Inspector/Plan
Reviewer*

FEMA ICS 100/700

P.C. 832

15 YEARS OF EXPERIENCE

Steve Raney, CBO

Title: Project Manager II

Role(s): Building Inspector, Electrical Inspector, Mechanical Inspector, Plumbing Inspector, Building Plans Examiner, Plumbing Plans Examiner, Mechanical Plans Examiner

Steven Raney is a Willdan Engineering building official with 15 years of experience. Mr. Raney is experienced in disabled access standards, building inspection, and plan review.

Relevant Work Experience

CA Housing & Community Dev. (HCD), CA. Codes & Standards

Administrator I. Responsible for directing, organizing, training, scheduling, and monitoring activities and inspections of assigned District Representative and staff relating to the enforcement of the California Health and Safety Codes and title 24 codes, as they may pertain to the manufacture, use and alteration of all manufactured housing, mobilehomes, and commercial modular. Monitored construction and maintenance of mobile home parks. Duties were similar to a Building Official in a City or County.

City of Palmdale, CA. Supervising Building Inspector. Planned, supervised, coordinated, and assigned the activities and operations of building inspection within the Building and Safety Division of the Development Services department. Performed the most sensitive and difficult inspections. Projects included multi-family, commercial, single family, and city capital improvement projects.

County of San Bernardino, CA. Regional Building Inspector Supervisor. Supervision of 3 County Satellite offices including Inspection, Plan Check, Counter Duty, and Permit Technicians. Grant Permit extensions, issued permits, handled complaints, and promoted excellent customer service. Conducted CASp inspections throughout county inspection of County capital improvement projects. Plan checked single-family projects.

City of Pasadena, CA. Senior Combination Building Inspector/ Interim Inspection Supervisor. Building inspections for mechanical, electrical, plumbing, framing, concrete and all other trades in new and rehab projects. Inspections mostly in multi-family residential, commercial, and City capital improvement projects. Lead worker with technical supervision over 4 additional inspectors.





PROFESSIONAL CERTIFICATIONS

*State of Florida
Certified General
Contractor CGC
00005752*

*Standard Building
Code
Administrator,
BU0000540,*

*Standard Plans
Examiner, PX
0000679,
Building,
Mechanical &
Plumbing*

*Standard
Inspector, BN
0001554,
Building,
Mechanical &
Plumbing*

*State of South
Carolina:*

*State of South
Carolina Building
Official - #2792*

*CABO & ICC
Certified Building
Official, #1242*

*ICC Mechanical
Inspector*

*ICC Mechanical
Plans Examiner*

*ICC Plumbing
Inspector*

Joseph R. Crum, CBO

Building Official, Plans Examiner

Joe Crum has over 41 years of experience working for Florida municipal agencies as a building official and plan reviewer. He has extensive experience working collaboratively with coworkers, community partners, city officials, and contractors. His achievements include: BOAF State Director for ICC Region IX, BOAF Code Development Committee, Florida Building Commission Mechanical Technical Advisory Committee, and International Code Council ICC Swimming Pool and Spa Code Development Committee. Mr. Crumm is the recipient of the 2024 BOAF Robert K. Becker Lifetime Achievement Award.

Relevant Project & Previous Work Experience

City of Augusta, GA. Richmond County. *Plans Examiner II* conducting commercial plan reviews for building, mechanical, plumbing, and electrical.

Unincorporated Orange County, FL. *Plans Examiner II* conducting building plan review for commercial and residential projects.

Orange County, FL Building Safety Department. *Commercial Building Plans Examiner.* Complete building code review for commercial projects for Orange County, perform residential building reviews as needed.

Universal Engineering Sciences. *Building Official/Plans Examiner.* Supervision of the City of Belle Isle and Town of Eatonville Building Departments including permitting, plans review, and inspections.

City of Winter Springs, FL. *Building Official.* Supervision of the Building Division including permitting, plans review, inspections, and contractor licensing.

NOVA Engineering & Environmental. *Building Official, Plans Examiner & Inspector.* Building official services for the Town of Lady Lake, FL. conduct other inspections and plan review.

City of DeLand, FL. *Deputy Building Official.* Supervision of the inspection and plans review staff and assume the building official duties in BO absence including permitting, licensing, code enforcement.

City of Port Orange, FL. *Building Official (Retired).* Responsible for administration, budget, training & supervision of office and field personnel for Building Department, Contractor & Occupational Licensing, Code Enforcement, Const. Inspections, Plans Review, compliance with all state, federal and local mandated laws & ordinances.

City of Fort Meade, FL. *Building Official & Development Director for Planning, Zoning and Code Enforcement Departments.* Responsible for



administration of the department construction and minimum housing inspections & plans review, budget, grant application, planning and zoning.

Okeechobee County, FL. Code Compliance Director. Responsible for department budget, training and supervision of office and field staff, contractor licensing, construction inspections, plans review, enforcement of all state, federal and local laws and ordinances relating to building construction, code enforcement and minimum housing.

Orange County, FL. Deputy Building Official. Assist. Building Official with all code compliance programs and staff of 100+. Instrumental in the development of computer/automated phone system. Performed duties as the Acting Building Official for 9 months.

Orange County, FL. Commercial Plans Examiner II, Mechanical Inspector. Responsible for all commercial plan review and staff.





EDUCATION

*Master of Business Administration, Western Governor's University
BS, Business Administration Management, Western Governor's University*

PROFESSIONAL CERTIFICATIONS

*Master Code Professional
Certified Fire Marshal
Certified Floodplain Manager
Building Code Administrator
Commercial Plans Examiner
Mechanical Plans Examiner
Electric Plans Examiner
Plumbing Plans Examiner
Residential Plans Examiner
Commercial Building Inspector
Commercial Mechanical Inspector
Commercial Electric Inspector
Commercial Plumbing Inspector
Residential Inspector
Coastal Inspector
Fire Inspector 1
Fire Inspector 2
ICC Fire Plans Examiner*

17 YEARS OF EXPERIENCE

Robert M. Harper, MCP, CFM, CBO

Building Plans Examiner

Robert Harper has extensive experience working with municipalities as a Deputy Building Official, Building Inspector, and Project Manager.

Relevant Project & Previous Work Experience

City of Eustis, Eustis, FL. Deputy Building Official. Oversee department's operations and policies to ensure efficient turn around and thorough, efficient administration of the Florida Building Code and appropriate laws and rules. Act as the City's Floodplain Administrator. Conduct site inspections to verify compliance with the currently adopted edition of the Florida Building Code and National Electric Code. Conduct plan review to determine compliance with applicable codes and standards. Generate reports identifying deficiencies or violations discovered during inspections and plan reviews. Communicate with design professionals, contractors, and owner-builders regarding administrative, legal, and code requirements. Participate in continuing education and training to obtain licenses in additional disciplines and remain current on changing code requirements. Act as Acting Building Official when required.

City of Mount Dora, FL. Building Inspector. Conduct site inspections to verify compliance with the currently adopted edition of the Florida Building Code and National Electric Code. Conduct plan review to determine compliance with applicable codes and standards. Generate reports identifying deficiencies or violations discovered during inspections and plan reviews. Communicate with design professionals, contractors, and owner-builders regarding administrative, legal, and code requirements. Participate in continuing education and training to obtain licenses in additional disciplines and remain current on changing code requirements.

City of Mount Dora, FL. Public Works Manager, Stormwater and Building Maintenance Manager. Hired as Project Manager and worked as Acting Public Works Manager starting in September 2017 intermittently until permanently accepting Public Works Manager role in October 2019. The Stormwater and Building Maintenance Manager role was absorbed into Public Works Manager position. Managed all operational aspects of the Public Works Department including the following:

- Building Maintenance. Oversee maintenance of City facilities including electrical, HVAC, plumbing, roofing, carpentry, life safety, access control, renovations, budgeting, permitting, and all other aspects of building operation.
- Stormwater. Ensure compliance with City's MS4 permit, oversee operations, safety, inspections, budgeting, asset management, GIS



implementation, NPDES compliance and enforcement, and all other aspects of stormwater operations.

- **Public Works.** Oversee sign shop, concrete and asphalt, urban forestry, right-of-way maintenance, and sanitation. Duties include safety, budgeting, scheduling, asset management, fleet management, customer service, and oversight of all activities related to department operations.

City of Leesburg, FL. *Project Manager.* Initiate and oversee the design of all aspects of construction on City projects. Projects included utility rehabilitation/upgrades, structure demolition, playgrounds, community centers, restrooms, signage, splash pad, park facilities, residential remodeling, and other miscellaneous projects. Responsibilities included permitting, budgeting, design oversight, procurement/pricing, scheduling, regulatory compliance, safety, quality control, and other project management-related activities. Initiate and maintain positive relationships with all stakeholders and partners in other City departments and members of the public. Responsible for Utility Inspector and assigned roles to include inspection at all active sites with new utility connections and NPDES compliance within the City.

17 YEARS OF EXPERIENCE





EDUCATION

*Bachelor of
Architecture with
Minor in
Construction
Management,
Autonomous
University of
Santo Domingo,
Dominical
Republic*

PROFESSIONAL CERTIFICATIONS

*Florida Certified
Building Plans
Examiner,
(PX3694)

Licensed
Architect, State of
Florida (AR92725)*

17 YEARS OF EXPERIENCE

Benjamin Suriel, RA, NCARB, LEED AP BD+C

Title: Plans Examiner I

Role: Building Plans Examiner

Benjamin Suriel is a dedicated, decisive, and resourceful professional Registered Architect with more than 17 years in Architecture, Construction Administration and Plans Examiner. He is certified by the National Council of Architectural Reg Worked with interdisciplinary engineering specialists, contractors, and regulatory agencies to meet overall project objectives and achieve team goals. Benjamin is adept at applying knowledge of architectural principles and practices with an emphasis in the following areas: Building design and planning, IBC codes review, design/construction project scheduling, on-site construction administration, specs- approvals, review of construction payments and cost estimates of different projects. He is a fluent writer and speaker in Spanish/English.

Relevant Work Experience

Building Official/Inspection, Plan Review and Permitting Services, Town of Oakland, FL. Plans Examiner. Responsible for plan reviews of multi-story office buildings, commercial buildings, retail outlets, single-family residences, medical facilities, educational facilities, and multi-family residential developments.

Building Inspection and Plan Review Services, Marion County, FL. Plans Examiner. Responsible for plan reviews of multi-story office buildings, commercial buildings, retail outlets, single-family residences, medical facilities, educational facilities, and multi-family residential developments.





EDUCATION

BS, Civil
Engineering,
University of
Florida,
Gainesville, FL

PROFESSIONAL CERTIFICATIONS

Florida
Professional
Engineer (76879)

17 YEARS OF EXPERIENCE

Robert Rene, PE, CCE, VMA

Title: Project Manager I

Role: Plan Reviewer

Robert Rene is a passionate and resourceful Registered Professional Engineer with 17 years of project management and engineering experience. He specializes in commercial and residential land development engineering as well as construction cost estimating. Robert has conducted plan checks and quality control reviews on engineering projects throughout the United States and Europe and has administered Nationwide training on engineering regulations, policies, and procedures. He has successfully managed multiple Private and Federal Projects ranging from \$50 thousand to \$2.5 billion.

Mr. Rene has also served as a Quality Assurance Inspector for the Temporary Housing Mission managed by FEMA after the devastation from Hurricane Harvey in Houston, TX in 2017. During this deployment he not only organized routes for team members to conduct site visits more efficiently, but also briefed senior leadership on common issues arising from the construction of homes and provided solutions to ensure that inspections were being conducted properly.

As a project manager for Willdan's Florida engineering contracts, Mr. Rene works with City/County managers to coordinate and conduct plan reviews in their Engineering Departments. He conducts reviews of site, paving, grading, drainage, and utility plans as well as specifications and drainage calculations for proposed developments to ensure they meet City/County codes and zoning regulations.

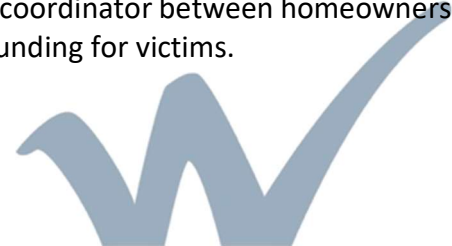
In addition to engineering projects, Mr. Rene coordinates with other private engineering firms to partner on select projects and assists with business development and marketing by attending professional organization meetings, conferences, and community events.

Relevant Project Experience

Plan Review - Engineering, Pinellas County, FL. *Plans Examiner* responsible for plan reviews of multi-story office buildings, commercial buildings, retail outlets, single-family residences, medical facilities, educational facilities, and multi-family residential developments.

FEMA / US Army Corps of Engineers (Federal Agencies). *Quality Assurance Inspector.*

- Conducted inspections on homes that have been damaged by Hurricane Harvey in Houston, TX, and served as coordinator between homeowners and Federal Agencies that provided funding for victims.



- Planned and supervised the logistics of inspection routes for new temporary housing provided to those who have lost their homes from the storm.
- Updated antiquated planning systems by implementing new technology to reduce travel time to handle the increase of inspection workload.

Orlando, FL (Private Firm). *Land Development Engineer.*

- Designed commercial and residential engineering plan sets and obtained City permits as well as permits for the Department of Transportation (DOT), Water Management Districts (WMD), and the Department of Environmental Protection (DEP).
- Designed Lift Stations for new developments where inverts to existing sewer manholes were lower than what was needed for gravity sewer construction.
- Conducted Quality Control Reviews on design plans that included site, paving, grading, drainage, and utility plans.





Paul Anderson

Title: Senior Fire Plans Examiner

Role: Fire Inspector

Mr. Anderson specializes in NFPA and as such his plan reviews are for NFPA type systems such as suppression and alarm systems.

Agency Experience

- City of Clermont Fire Department, Florida
- Immokalee Fire Control District, Florida
- Town of Bronson Fire Department, Florida
- Highlands County Board of County Commissioners, Florida
- City of Titusville, Florida
- Chenega Global Protection, LLC, NASA Fire Services Contract, Kennedy Space Center

Project / Plan Review Experience

- Conduct fire risk and safety analysis of facilities considered mission critical; makes recommendations for increased fire and life safety features and operations.
- Development site plans, construction plans for structures, fire suppression systems, and fire alarm systems for Kennedy Space Center and adjacent NASA properties which include NASA, SpaceX, Blue Origin, United Launch Alliance, Space Florida, and other aerospace related facilities.
- Plans review and inspections for fire code and federal compliance for new construction, renovations, and additions to facilities.
- Educated hazmat response, tech rescue, and industrial fire brigade to private and public sector.
- Chief of Department and District Manager of special taxing district: responsible for all aspects of district administration and management.
- Fire suppression/rescue, incident management team, EOC, safety, training; member of city development review board.
- Provided guidance for burn, wildfire fuel reduction, and fire line construction services to Florida State Parks.
- Fire and emergency management consulting and instructor services to both public and private sector.

EDUCATION

Columbia Southern University, Orange Beach, AL

- M.S. – Public Administration
- B.S. – Fire Science
- A.A.S. – Criminal Justice
- A.A.S. – Fire Science

PROFESSIONAL CERTIFICATIONS

Florida Firefighter Standards (Firefighter II)

Fire Safety Inspector III

NFPA, Fire Plans Examiner

NFPA, Fire Protection Specialist

NFPA, Fire Safety Inspector III

NFPA, Fire Officer II

Florida Hazardous Materials Technician

NCB, Fire & Explosion Investigator

42 YEARS OF EXPERIENCE



**RFP-2025-1237 Building Official Services
Price Proposal Form**

Building Official Services (Per Hour)	Standard Rate	Overtime Rate*
Licensed Building Official - On Site for Plan Reviews	\$145.00	\$217.50
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$145.00	\$217.50
Licensed Building Official - Building Inspector	\$115.00	\$172.50
Additional Items	Standard Rate	
Vehicle and Fuel Usage	\$0.67 **	
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.

**Fuel costs at .67 cents per mile are subject to change based upon fluctuations in the federal rate.

NOTE: The Bidder agrees that the quantities shown for unit price items are approximate and are subject to variations in the field and further agrees to do the work at the unit bid price whether the quantities are increased or decreased.

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 ITB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the ITB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the ITB 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 set forth herein. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this ITB document or as otherwise agreed to between the parties in writing.

Bidder/Contractor: Willdan
Printed Name: Patrick Johnson, PE, CBO
Title: Director of Building and Safety

Signature: 
Address: 650 E. Hospitality Lane, Suite 400
City/State/Zip: San Bernardino, CA 92408-3586
FEIN: 95-2295858
Phone: 909.963.0565
Email: pjohnson@willdan.com



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Foreign Profit Corporation

WILLDAN ENGINEERING INC.

Filing Information

Document Number F21000004558

FEI/EIN Number 95-2295858

Date Filed 08/10/2021

State CA

Status ACTIVE

Principal Address

2401 E. Katella Avenue

Suite 300

Anaheim, CA 92806

Changed: 04/06/2024

Mailing Address

2401 E. Katella Avenue

Suite 300

Anaheim, CA 92806

Changed: 04/06/2024

Registered Agent Name & Address

CT CORPORATION SYSTEM

1200 S PINE ISLAND RD

PLANTATION, FL 33324

Name Changed: 07/14/2023

Officer/Director Detail

Name & Address

Title Secretary

Nguyen, Kate

2401 E. Katella Avenue

Suite 300

Anaheim, CA 92806

Title Treasurer / CFO

Early, Creighton K.
2401 E. Katella Avenue
Suite 300
Anaheim, CA 92806

Title President, Chief Executive Officer; Director of Design Engineering

Munoz, Vanessa
2401 E. Katella Avenue
Suite 300
Anaheim, CA 92806

Title Chairman of the Board

Bieber, Michael A.
2401 E. Katella Avenue
Suite 300
Anaheim, CA 92806

Title Director

Bieber, Michael A.
2401 E. Katella Avenue
Suite 300
Anaheim, CA 92806

Annual Reports

Report Year	Filed Date
2023	03/02/2023
2023	07/14/2023
2024	04/06/2024

Document Images

04/06/2024 -- ANNUAL REPORT	View image in PDF format
07/14/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
03/02/2023 -- ANNUAL REPORT	View image in PDF format
09/22/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
04/11/2022 -- ANNUAL REPORT	View image in PDF format
08/10/2021 -- Foreign Profit	View image in PDF format



200 South Orange Avenue, Suite 1550
Orlando, FL 32801
407.872.2467 | Fax: 888.326.6864

www.willdan.com

RFP-2025-1237 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 UES Professional Solutions, LLC 3532 Maggie Boulevard, Orlando, Florida 32811, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Building Official Services pursuant to RFP-2025-1237 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, 2025, and continue through February 23, 2028, and may be renewed for two (2) additional one (1) year terms, when in the best interest of the CITY. Work to be provided under the Agreement will be authorized through the issuance of a Purchase Order.

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.
- 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.

RFP-2025-1237 BUILDING OFFICIAL 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 invoices 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 will not exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) 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. 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.
- E. 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.

SECTION 6 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 breach of warranty. 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 at the CITY's option.

RFP-2025-1237 BUILDING OFFICIAL SERVICES

SECTION 7 **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 8 **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 and industry standards.

SECTION 9 **TERMINATION FOR CONVENIENCE**

The CITY may at any time give thirty (30) days written notice to the CONTRACTOR of the termination of this Agreement, in whole or in part, for the CITY's convenience without cause.

SECTION 10 **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 11 **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 12 **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 the determination of which is at the CITY's sole discretion. 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. A final accounting of all monies owed or due will be completed upon termination and any actions necessary to ensure proper payment under this Agreement shall be processed accordingly by both parties.

SECTION 13 **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:

RFP-2025-1237 BUILDING OFFICIAL SERVICES

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) Liability each occurrence	\$1,000,000.00
b) Aggregate combined limit (policy year)	\$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 & 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

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;
 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
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.

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- 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 14 **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.

SECTION 15 **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,**

RFP-2025-1237 BUILDING OFFICIAL SERVICES

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.

SECTION 16 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 17 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 18 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 19 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 20 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 21 THIRD-PARTY BENEFICIARIES

The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third

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person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided.

SECTION 22 **FORCE MAJEURE**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, hurricanes, or pandemics; (c) war, invasion, terrorist acts, or riot; (d) government order or law; (e) actions, embargoes, or blockades; (f) national or regional emergency; and (g) other events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 15 days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it, the other party may thereafter terminate this Agreement upon 10 days' written notice.

SECTION 23 **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement as to all dates and time periods, specifically, the obligations in the Scope of Services. 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 24 **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 25 **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 26 **INDEMNIFICATION**

- A. The Consultant indemnifies, defends, and holds harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees where recoverable by law, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement, including all subconsultants. The CONSULTANT recognizes the broad nature of this indemnification and hold harmless clause 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, and hold harmless contractual obligations in accordance

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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 CONSULTANT of its liability and obligation to hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CONSULTANT shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

- B. The CONSULTANT agrees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement.
- C. In any and all claims against the City, or any of its officers or employees, by any person employed or utilized by the Consultant in the performance of this Agreement, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Consultant, or any other person or organization.

SECTION 27 **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 28 **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 29 **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 in Orlando; except that any final judgment may be enforced in other jurisdictions in any manner provided by law; and
- B. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

SECTION 30 **DATA MANAGEMENT**

Contractor shall comply with any and all applicable data management and cybersecurity regulations set forth in Florida Statutes 282.3185 and 501.171. Contractor shall take reasonable measures to protect and secure

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electronic data containing personal information. In the event of a data breach, Contractor shall provide notice to the Department of Legal Affairs and to affected individuals as provided in Florida Statutes 501.171.

SECTION 31 **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 32 **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.

SECTION 33 **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 34 **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 35 **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 36 **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.

Owner's Representative

Procurement Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

City Project Representative

Lorna Bradley
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

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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.

SECTION 37 **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.

City's Project Manager

Lorna Bradley
Building & Permitting Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707
(407) 262-7700, Ext. 1123
lbradley@casselberry.org

Contractor's Project Representative

David M. Olivieri, CBO, CFM
Building Inspection Department Manager
UES Professional Solutions, LLC
3532 Maggie Boulevard
Orlando, Florida 32811
(321) 353-7536 (O) (407) 212-6190 (M)
dolivieri@teamues.com

SECTION 38 **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 36 hereof.

SECTION 39 **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 40 **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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SECTION 41 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract and shall result in the immediate termination of this Agreement without penalty to the City. The Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. Should the Agreement be terminated pursuant to this subsection, Contractor will not be eligible to be awarded a public contract with City for one (1) full calendar year after the date on which the Agreement was terminated.

If the City Contractor utilizes Subcontractors, the following shall apply:

- A. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- B. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in Section 448.095, Florida Statutes.
- C. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

The Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify program.

Nothing in this section may be construed to allow intentional discrimination of any class of persons protected by law.

E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 42 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 43 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,

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exhibits, and attachments.

SECTION 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 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 45 **DEALINGS WITH FOREIGN COUNTRIES OF CONCERN**

Contractor is aware of and agrees to comply with the requirements of Florida Statutes 287.138 and 288.007.

To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

To the extent that this Agreement is for an economic incentive, as defined in Florida Statutes 288.007(1)(b), Contractor agrees that: Contractor is not owned or controlled by the government of a foreign country concern; and Contractor is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

SECTION 46 **FOREIGN GIFTS AND CONTRACTS**

Contractor shall comply with any and all applicable disclosure requirements of Florida Statutes 286.101. A breach of this subsection shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

SECTION 47 **DISCRIMINATORY VENDORS**

Contractor agrees that it has not been placed on the Discriminatory Vendor List pursuant to Florida Statutes 287.134. Failure of Contractor to timely disclose whether it or any of its affiliates has been placed on the Discriminatory Vendors List shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

SECTION 48 **DISBARMENT**

By signing this Agreement, Contractor certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered

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against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; 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. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.
- D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Contractor or its principals.

SECTION 49 **CONFLICTS OF INTEREST**

This Agreement is subject to Florida Statutes Chapter 112. Contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee. The Contractor shall also disclose the name of any employee who owns, directly or indirectly, more than five percent (5%) **interest in the Contractor's, or its affiliates', business entity.**

SECTION 50 **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. The Agreement may be amended only by written instruments signed by both the CITY and the CONTRACTOR. 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 fully executed instrument shall take precedence.

SECTION 51 **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.

SECTION 52 **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 and 215.4725, Florida Statutes, or
- B. If the CITY determines that the CONTRACTOR falsely certified to the CITY that the CONTRACTOR is not listed as a scrutinized company.
- C. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

SECTION 53 **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

RFP-2025-1237 BUILDING OFFICIAL SERVICES

SECTION 54 ANTI-HUMAN TRAFFICKING

As a condition of this contract, Contractor shall attest under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City.

Contractor understands and affirms that Section 787.06(2), Florida Statutes, defines “coercion”, “labor”, and “services” as follows:

- A. “Coercion” means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- B. “Labor” means that work of economic or financial value.
- C. “Services” means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

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

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, AD 2025.

CITY OF CASSELBERRY, FLORIDA

By: _____

David Henson
Mayor/Commissioner

Attest:

By: _____

Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

UES Professional Solutions, LLC

By: _____

Print: GUY H. RABENS

Title: VICE PRESIDENT / BRANCH MANAGER

For a corporation:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1/10/2025
by Guy Rabens of UES Professional Solutions, LLC, a Limited Liability corporation, on behalf of the corporation. He/she is
personally known to me or has produced (type of identification) as identification.

[Notary Seal]

Notary Public

AMANDA EANES

Name typed, printed or stamped

My Commission Expires: 10/19/2025



Amanda Eanes
Comm.: HH 186816
Expires: Oct. 19, 2025
Notary Public - State of Florida

RFP-2025-1237 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.

The City currently tracks permits using Citizen Serve software. There are five (5) staff members in the Building Division. The Building Permitting Manager manages the day-to-day operations of the building division. The Contractor will work directly with the Building Permitting Manager to process, issue and inspect all permits. The Contractor can utilize the remaining staff members for assistance as needed for inspection and plan review services.

The City issued the following number of permits in the past three (3) years:

Fiscal Year	Permit Revenue		
	Building Permit	Application	Plans Review/ Inspection
2022	\$1,121,400.43	N/A	N/A
2023	\$1,542,493.21	N/A	N/A
2024	\$1,038,298.66	N/A	N/A

Fiscal Year	Number of Permits Issued
	Building Permits
2022	2,717
2023	3,329
2024	2,541

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 as needed.
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 and City staff 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.

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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. One (1) inspector available to work each Friday to cover residential building inspections including roofs, doors, windows and electrical etc. No commercial inspections on Friday. No mechanical inspections on Friday.
12. Be available on call for weekends, after-business hours and holidays.
13. Provide turnaround time for plan review process for both residential and commercial properties.
14. Provide timely customer service when responding to plan review questions.
15. Provide constant communication regarding plan review times with the Building Permitting Manager and, when necessary, the Building Official and the Community Development Director.
16. Use the mobile device(s) as provided to the Contractor by the City to result inspections in a timely manner.
17. 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.
18. 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 and Inspectors are contracted positions 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.
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.).

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

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Exhibit "B"
Pricing Schedule

RFP-2025-1237 Building Official Services
Price Proposal Form

Building Official Services (Per Hour)	Standard Rate	Overtime Rate*
Licensed Building Official - On Site and/or Remote, Plan Reviews and/or Inspections	\$145.00	\$200.00
Licensed Plans Examiner - On Site and/or Remote, Conduct Plans Review	\$135.00	\$190.00
Licensed Inspector - Building, Mechanical, Plumbing, Electrical, Residential	\$135.00	\$190.00
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.

NOTE: The Bidder agrees that the quantities shown for unit price items are approximate and are subject to variations in the field and further agrees to do the work at the unit bid price whether the quantities are increased or decreased.

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 ITB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the ITB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the ITB 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 set forth herein. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this ITB document or as otherwise agreed to between the parties in writing.

Bidder/Contractor: UES Professional Solutions, LLC
Printed Name: David M. Olivieri, CBO, CFM
Title: Building Inspection Department Manager
Signature: 
Address: 3532 Maggie Blvd
City/State/Zip: Orlando, FL 32811
FEIN: 59-1117804
Phone: 407-423-0504
Email: dolivieri@teamues.com

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

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Exhibit "D"
Contractor Certification Regarding Scrutinized Companies

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may 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, and is not engaged in business operations in Cuba or Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

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.

Proposer/Contractor Name: UES PROFESSIONAL SOLUTIONS, LLC

Mailing Address: 3532 MAGGIE BLVD, ORLANDO, FL 32811

Telephone Number: 407 423-0504 Fax Number: N/A E-mail Address: grabens@teamues.com



Authorized Signatory

GUY H. RABENS

Printed Name

FEIN: 59-1117804

VICE PRESIDENT

Title

01-10-2025

Date

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Exhibit "C"
Contractor E-Verify Affidavit

I hereby certify that UES Professional Solutions, 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 UES Professional Solutions, LLC proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: GUY H. RABENS

Date: 01-10-2025

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1-10-2025 by GUY RABENS of UES Professional Solutions, LLC a LLC corporation, on behalf of the corporation. He/she is personally known to me or has produced KNOWN as identification.



[Notary Seal]

Notary Public

AMANDA EANES

Name typed, printed or stamped

My Commission Expires: 10-19-2025



Amanda Eanes
Comm.: HH 186816
Expires: Oct. 19, 2025
Notary Public - State of Florida

RFP-2025-1237 BUILDING OFFICIAL SERVICES

Exhibit "E"
Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: JANUARY 10, 2025

Signed: [Signature]

Entity: VES Professional Solutions, LLC

Name: GUY H. RABENS

Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 10th day of January, 2025, by GUY RABENS, as Branch Manager for VES Professional Solutions, LLC, who is personally known to me or who has produced KNOWN as identification.

Notary Public Signature: [Signature]

State of Florida at Large (Seal)

Print Name: AMANDA EANES

My commission expires: 10/19/2025



Amanda Eanes
Comm.: HH 186816
Expires: Oct. 19, 2025
Notary Public - State of Florida

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Exhibit "F"
Foreign Country of Concern Attestation

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's personal identifying information. Capitalized terms used herein have the definitions ascribed in Section 287.138, F.S.

UES Professional Solutions, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: GUY H. RABENS

Title: VICE PRESIDENT

Signature: 

Date: 01/10/2025

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Exhibit "G"
Affidavit of Compliance with Anti-Human Trafficking Laws

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as VICE PRESIDENT (Role) of UES Professional Solutions, LLC.
3. UES Professional Solutions, LLC does not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes.
4. I understand that making a false statement in this Affidavit may subject me to criminal penalties.

Under penalties of perjury, I GUY RABENS, VICE PRESIDENT (Signatory Name and Title), declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 10 day of JANUARY 2025, by GUY RABENS as Vice President/Branch Mgr [insert type of authority, e.g., officer, trustee, attorney in fact] for UES Professional Solutions, LLC [insert name of business entity or party on behalf of whom this instrument is executed].

(Notary Seal)



Amanda Eanes
Comm.: HH 186816
Expires: Oct. 19, 2025
Notary Public - State of Florida

Signature of Notary Public – State of Florida

AMANDA EANES

Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced Identification KNOWN

Type of Identification Produced KNOWN

RFP-2025-1237 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 PDCS, LLC, 3361 Rouse Road, Suite 210, Orlando, Florida 32817, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Building Official Services pursuant to RFP-2025-1237 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, 2025, and continue through February 23, 2028, and may be renewed for two (2) additional one (1) year terms, when in the best interest of the CITY. Work to be provided under the Agreement will be authorized through the issuance of a Purchase Order.

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.
- 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.

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- 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 invoices 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 will not exceed Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) 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. 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.
- E. 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.

SECTION 6 **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 breach of warranty. 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 at the CITY's option.

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SECTION 7 **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 8 **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 and industry standards.

SECTION 9 **TERMINATION FOR CONVENIENCE**

The CITY may at any time give thirty (30) days written notice to the CONTRACTOR of the termination of this Agreement, in whole or in part, for the CITY's convenience without cause.

SECTION 10 **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 11 **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 12 **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 the determination of which is at the CITY's sole discretion. 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. A final accounting of all monies owed or due will be completed upon termination and any actions necessary to ensure proper payment under this Agreement shall be processed accordingly by both parties.

SECTION 13 **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:

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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) Liability each occurrence	\$1,000,000.00
b) Aggregate combined limit (policy year)	\$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 & 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

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;
 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
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.

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- 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 14 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.

SECTION 15 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,**

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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.

SECTION 16 **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 17 **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 18 **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 19 **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 20 **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.

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SECTION 21 **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.

SECTION 22 **FORCE MAJEURE**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, hurricanes, or pandemics; (c) war, invasion, terrorist acts, or riot; (d) government order or law; (e) actions, embargoes, or blockades; (f) national or regional emergency; and (g) other events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 15 days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it, the other party may thereafter terminate this Agreement upon 10 days' written notice.

SECTION 23 **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement as to all dates and time periods, specifically, the obligations in the Scope of Services. 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 24 **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 25 **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 26 **INDEMNIFICATION**

- A. The Consultant indemnifies, defends, and holds harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees where recoverable by law, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement, including all subconsultants. The CONSULTANT recognizes the

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broad nature of this indemnification and hold harmless clause 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, 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 CONSULTANT of its liability and obligation to hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CONSULTANT shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

- B. The CONSULTANT agrees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement.
- C. In any and all claims against the City, or any of its officers or employees, by any person employed or utilized by the Consultant in the performance of this Agreement, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Consultant, or any other person or organization.

SECTION 27 **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 28 **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 29 **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 in Orlando; except that any final judgment may be enforced in other jurisdictions in any manner provided by law; and
- B. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

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SECTION 30 **DATA MANAGEMENT**

Contractor shall comply with any and all applicable data management and cybersecurity regulations set forth in Florida Statutes 282.3185 and 501.171. Contractor shall take reasonable measures to protect and secure electronic data containing personal information. In the event of a data breach, Contractor shall provide notice to the Department of Legal Affairs and to affected individuals as provided in Florida Statutes 501.171.

SECTION 31 **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 32 **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.

SECTION 33 **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 34 **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 35 **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 36 **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.

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Owner's Representative

Procurement Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

City Project Representative

Lorna Bradley
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

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.

SECTION 37 **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.

City's Project Manager

Lorna Bradley
Building & Permitting Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707
(407) 262-7700, Ext. 1123
lbradley@casselberry.org

Contractor's Project Representative

Paul Smith
Managing Partner
PDCS, LLC
3361 Rouse Road, Suite 210
Orlando, Florida 32817
(407) 277-9795
psmith@pdcsllc.com

SECTION 38 **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 36 hereof.

SECTION 39 **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.

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SECTION 40 **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.

SECTION 41 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract and shall result in the immediate termination of this Agreement without penalty to the City. The Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. Should the Agreement be terminated pursuant to this subsection, Contractor will not be eligible to be awarded a public contract with City for one (1) full calendar year after the date on which the Agreement was terminated.

If the City Contractor utilizes Subcontractors, the following shall apply:

- A. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- B. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in Section 448.095, Florida Statutes.
- C. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

The Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify program.

Nothing in this section may be construed to allow intentional discrimination of any class of persons protected by law.

E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 42 **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,

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tornado, flood, or other acts of God.

SECTION 43 **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 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 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 45 **DEALINGS WITH FOREIGN COUNTRIES OF CONCERN**

Contractor is aware of and agrees to comply with the requirements of Florida Statutes 287.138 and 288.007.

To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

To the extent that this Agreement is for an economic incentive, as defined in Florida Statutes 288.007(1)(b), Contractor agrees that: Contractor is not owned or controlled by the government of a foreign country concern; and Contractor is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

SECTION 46 **FOREIGN GIFTS AND CONTRACTS**

Contractor shall comply with any and all applicable disclosure requirements of Florida Statutes 286.101. A breach of this subsection shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

SECTION 47 **DISCRIMINATORY VENDORS**

Contractor agrees that it has not been placed on the Discriminatory Vendor List pursuant to Florida Statutes 287.134. Failure of Contractor to timely disclose whether it or any of its affiliates has been placed on the Discriminatory Vendors List shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

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SECTION 48 DISBARMENT

By signing this Agreement, Contractor certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; 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. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.
- D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Contractor or its principals.

SECTION 49 CONFLICTS OF INTEREST

This Agreement is subject to Florida Statutes Chapter 112. Contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee. The Contractor shall also disclose the name of any employee who owns, directly or indirectly, more than five percent (5%) **interest in the Contractor's, or its affiliates', business entity.**

SECTION 50 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. The Agreement may be amended only by written instruments signed by both the CITY and the CONTRACTOR. 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 fully executed instrument shall take precedence.

SECTION 51 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.

SECTION 52 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 and 215.4725, Florida Statutes, or
- B. If the CITY determines that the CONTRACTOR falsely certified to the CITY that the CONTRACTOR is not listed as a scrutinized company.
- C. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

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SECTION 53 **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

SECTION 54 **ANTI-HUMAN TRAFFICKING**

As a condition of this contract, Contractor shall attest under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City.

Contractor understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion", "labor", and "services" as follows:

- A. "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- B. "Labor" means that work of economic or financial value.
- C. "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

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-2025-1237 BUILDING OFFICIAL SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 09 day of January, AD 2025.

CITY OF CASSELBERRY, FLORIDA

By: _____

David Henson
Mayor/Commissioner

Attest:

By: _____
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

By: PDCS, LLC


Print: Paul Smith

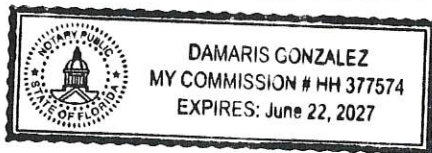
Title: Managing Partner

For a corporation:

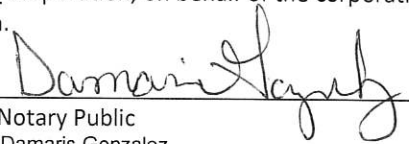
STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this Jan. 09, 2025 by Paul Smith of PDCS, 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: 06/22/2027


Notary Public
Damaris Gonzalez
Name typed, printed or stamped

RFP-2025-1237 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.

The City currently tracks permits using Citizen Serve software. There are five (5) staff members in the Building Division. The Building Permitting Manager manages the day-to-day operations of the building division. The Contractor will work directly with the Building Permitting Manager to process, issue and inspect all permits. The Contractor can utilize the remaining staff members for assistance as needed for inspection and plan review services.

The City issued the following number of permits in the past three (3) years:

Fiscal Year	Permit Revenue		
	Building Permit	Application	Plans Review/ Inspection
2022	\$1,121,400.43	N/A	N/A
2023	\$1,542,493.21	N/A	N/A
2024	\$1,038,298.66	N/A	N/A

Fiscal Year	Number of Permits Issued
Building Permits	
2022	2,717
2023	3,329
2024	2,541

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 as needed.
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 and City staff 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.

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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. One (1) inspector available to work each Friday to cover residential building inspections including roofs, doors, windows and electrical etc. No commercial inspections on Friday. No mechanical inspections on Friday.
12. Be available on call for weekends, after-business hours and holidays.
13. Provide turnaround time for plan review process for both residential and commercial properties.
14. Provide timely customer service when responding to plan review questions.
15. Provide constant communication regarding plan review times with the Building Permitting Manager and, when necessary, the Building Official and the Community Development Director.
16. Use the mobile device(s) as provided to the Contractor by the City to result inspections in a timely manner.
17. 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.
18. 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 and Inspectors are contracted positions 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.
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.).

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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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Exhibit "B"
Pricing Schedule

RFP-2025-1237 Building Official Services
Price Proposal Form

Building Official Services (Per Hour)	Standard Rate	Overtime Rate*
Licensed Building Official - On Site for Plan Reviews	\$110.00	\$165.00
Licensed Building Official - Perform Inspections and Conduct Plan Reviews	\$130.00	\$195.00
Licensed Building Official - Building Inspector	\$110.00	\$165.00
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	Included in rates
Fees for Continuing Education for Licenses and Certifications	\$0.00	above Above
Required Insurance Coverage, Benefits and Personnel Expenses	\$0.00	

*Overtime rates include: After business hours specified, weekends, and holidays observed by the City.

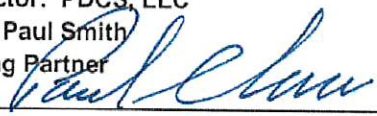
NOTE: The Bidder agrees that the quantities shown for unit price items are approximate and are subject to variations in the field and further agrees to do the work at the unit bid price whether the quantities are increased or decreased.

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 ITB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the ITB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the ITB 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 set forth herein. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this ITB document or as otherwise agreed to between the parties in writing.

Bidder/Contractor: PDCS, LLC

Printed Name: Paul Smith

Title: Managing Partner

Signature: 

Address: 3361 Rouse Rd. Suite 210

City/State/Zip: Orlando, FL 32817

FEIN: 01-0834165

Phone: 407-277-9795 Cell: 321-331-4073

Email: psmith@pdcsllc.com

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Exhibit "C"
Contractor E-Verify Affidavit

I hereby certify that PDCS, 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 PDCS, LLC proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Paul Smith

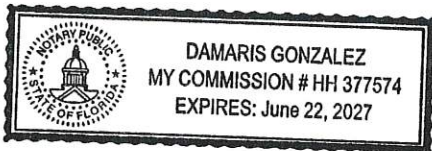
Date: January 9, 2025

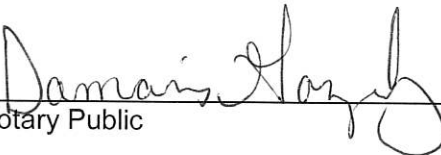
STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this Jan. 09, 2025 by Paul Smith of PDCS, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]





Notary Public

Damaris Gonzalez

Name typed, printed or stamped

My Commission Expires: 06/22/2027

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Exhibit "D"
Contractor Certification Regarding Scrutinized Companies

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may 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, and is not engaged in business operations in Cuba or Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

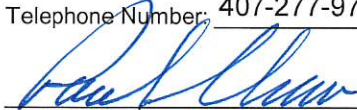
This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

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.

Proposer/Contractor Name: PDCS, LLC

Mailing Address: 3361 Rouse Rd. Suite 210 Orlando, FL 32817

Telephone Number: 407-277-9795 Fax Number: 407-277-6863 E-mail Address: psmith@pdcslc.com



Authorized Signatory

Paul Smith

Printed Name

FEIN: 01-0834165

Managing Partner

01/09/2025

Title

Date

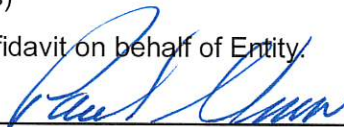
RFP-2025-1237 BUILDING OFFICIAL SERVICES

Exhibit "E"
Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: January 09, 2025

Signed: 

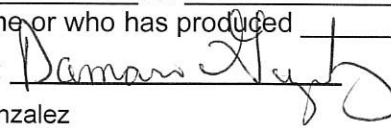
Entity: PDCS, LLC

Name: Paul Smith

Title: Managing Partner

STATE OF Florida
COUNTY OF Orange

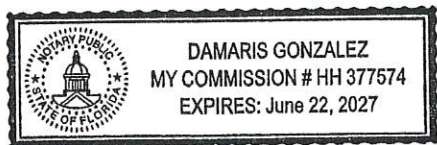
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 09 day of January, 2025, by Paul Smith, as Managing Partner for PDCS LLC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: 

State of Florida at Large (Seal)

Print Name: Damaris Gonzalez

My commission expires: 06/22/2027



RFP-2025-1237 BUILDING OFFICIAL SERVICES

Exhibit "F"
Foreign Country of Concern Attestation

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's personal identifying information. Capitalized terms used herein have the definitions ascribed in Section 287.138, F.S.

PDCS, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Paul Smith

Title: Managing Partner

Signature:



Date: January 09, 2025

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-2025-1237 BUILDING OFFICIAL SERVICES

Exhibit "G"

Affidavit of Compliance with Anti-Human Trafficking Laws

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as Managing Partner (Role) of PDCS, LLC.
3. PDCS, LLC does not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes.
4. I understand that making a false statement in this Affidavit may subject me to criminal penalties.

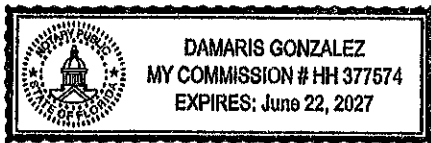
Under penalties of perjury, I Paul Smith, Managing Partner (Signatory Name and Title), declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization, this 09 day of January, 2025, by Paul Smith as Managing Partner [insert type of authority, e.g., officer, trustee, attorney in fact] for PDCS, LLC [insert name of business entity or party on behalf of whom this instrument is executed].

(Notary Seal)



Damaris Gonzalez
Signature of Notary Public – State of Florida

Damaris Gonzalez
Name of Notary Typed, Printed or Stamped

Personally Known X OR Produced Identification _____

Type of Identification Produced _____



CITY MANAGER M E M O R A N D U M

7.G.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 10, 2025
Subject: Task Authorization No. 2 with U.S. Submergent Technologies for Cleaning of the Water Reclamation Facility's Surge Tank #2 and Plant #1

Introduction: Approval of Task Authorization No. 2 with U.S. Submergent Technologies for Cleaning of the Water Reclamation Facility's Surge Tank #2 and Plant #1 in the amount of \$97,900.00 is requested. (Ref: PBA-2024-1098)

Background: The City owns and operates the Water Reclamation Facility which treats wastewater and distributes reclaimed water for irrigation. The facility contains several reservoir structures, including two (2) surge tanks and two (2) treatment plants that occasionally require deep cleaning to prevent solids from building up, which could affect the productivity of the wastewater treatment process. This type of cleaning is outside of City staff's capabilities and requires professional service. U.S. Submergent Technologies, LLC has performed cleaning of the Water Reclamation Facility's structures previously.

Discussion: On November 27, 2023, City Commission approved the piggyback agreement with U.S. Submergent Technologies, LLC for Reservoir Cleaning Services (PBA-2024-1098). Utilities staff requested U.S. Submergent Technologies provide a proposal to clean the Water Reclamation Facility's Surge Tank #2 and Plant #1, which is incorporated into Task Authorization No. 2. The work incorporated into Task Authorization No. 2 includes mobilization/demobilization, cleaning costs, certification requirements for confined space entry, and off-site disposal costs. The total cost of \$97,900 is consistent with the pricing in the current agreement.

City staff is in process of submitting an application to the Florida Department of Environmental Protection for the Sand and Grit Removal Grant which may cover up to 50% of the cost of Task Authorization No. 2.

Budget Impact: Sufficient funding for this task authorization is budgeted in the FY 2025 Water Reclamation Repair and Maintenance account #401-0753-535.46-00.

Recommendation: The City Manager and Utilities Director recommend approval of Task Authorization No. 2 with U.S. Submergent for Cleaning of the Water Reclamation Facility's Surge Tank #2 and Plant #1 in the amount of \$97,900.00.

Prepared by: Jiovani Charres, Utility Engineer

Attachments:

1. Task Authorization No. 2

TASK AUTHORIZATION ORDER FORM - CONTRACTOR SERVICES

Date:	1/15/2025	Task Authorization No:	2
Department:	Public Works & Utilities	Requestor:	Jiovani Charres
Contract No:	PBA-2024-1098	Contract Award Date:	11/27/2023
Project Title:	WRF Surge Tank #2 (West) & Plant #1 Cleaning Services	Contract Term:	11/27/2023 – 6/10/2026
Requested Amount:	\$97,900.00	Remaining Contract Value for Term:	\$12,100.00

AWARDED CONTRACTOR CONTACT INFORMATION

Name:	U.S. Submergent	Project Manager:	Chandler Stutler
Address:	2201 Cantu Ct. Ste 116, Sarasota, FL 34232		
Phone:	407-675-3101	Email:	cstutler@ussubmergent.com

SUMMARY OF WORK TO BE COMPLETED BY THE CONTRACTOR

In accordance with the terms and conditions of the above referenced Contract Number, as amended via the parties hereto agree to perform the work outlined below as supported with the documentation which is attached hereto hereby incorporated herein:

Task No.	Brief Description	Quantity	Unit Price	Extended Price
1.	Mobilization / Demobilization Non-Emergency Basis	1 EA	\$6,500.00	\$6,500.00
2.	Baseline Service Equipment and Qualified Crew (Vac Only)	10 Days	\$4,250.00	\$42,500.00
3.	Additional Feature – Confined Space Entry with Certified Crew	10 Days	\$3,000.00	\$30,000.00
4.	Disposal Cost – Off-site Material Management	180 Tons	\$105.00	\$18,900.00
Total				\$97,900.00
Consecutive Calendar Days Approved to Complete Work: 90 Days				

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL AN APPROVED, FULLY EXECUTED TASK AUTHORIZATION ORDER AND PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR.

CONTRACTOR REVIEW AND APPROVAL

Approval (as applicable)	Print Name	Signature	Date
Contractor Project Manager:	Denver J. Stutler		1/16/25
Contractor Authorized Signatory:	Denver J. Stutler		1/16/25

CITY DEPARTMENT | DIVISION | OFFICE REVIEW AND APPROVAL

Approval (as applicable)	Print Name	Signature	Date
City Project Manager:	Jiovani Charres	Digitally signed by Jiovani Charres Date: 2025.01.21 08:56:14 -05'00'	
Department/Division/Office Director:	Tara Lamoureux	Digitally signed by Tara Lamoureux DN: cn=Tara Lamoureux, c=US, email=Tlamoureux@casselberry.org Date: 2025.01.21 12:29:28 -05'00'	

TASK AUTHORIZATION ORDER FORM - CONTRACTOR SERVICES

CITY MANAGER PROCUREMENT MANAGER CITY COMMISSION APPROVAL (as applicable)			
Approval (as applicable)	Print Name	Signature	Date
Procurement Manager:	Elsie Burgess	Elsie Burgess Digitally signed by Elsie Burgess Date: 2025.01.21 12:49:27 -05'00'	
City Manager:	James R. Newlon	James Newlon Digitally signed by James Newlon Date: 2025.01.21 16:07:19 -05'00'	
City Commission – Mayor:	David Henson		
City Clerk	Donna G. Gardner		

AUTHORITY | PROCEDURES

Section III, of the Purchasing Policy provides the authority for City Manager/ Procurement Administrator approval and in accordance with the approved Purchasing Thresholds. The Procurement Division is required to report all approvals made by the City Manager/Procurement Administrator to the City Commission on a monthly basis. All original documents shall be kept with the Procurement Division. This form shall be submitted to the Procurement Division for review/approval prior to submittal to the City Manager. All supporting justification and/or documentation demonstrating a competitive process and/or due diligence shall be attached. No purchase order shall be issued until all proper approvals and documentation has been received by the Procurement Division.



COST ESTIMATE

Date

October 30, 2024

Expires

March 28, 2025

US Submergent Technologies

2201 Cantu Ct, Ste 116
Sarasota, FL 34232

Chandler Stutler
cstutler@ussubmergent.com

Prepared for

Casselberry, City Of

95 Triplet Lake Dr
Casselberry, FL 32707

Dawn Swailes
Water Reclamation Superintendent
dswailes@casselberry.org
(407) 262-7725, 1714

On behalf of U.S. Submergent Technologies (USST), we are pleased to provide this cost estimate for your consideration to remove the accumulated material(s) from the **Aeration Basin(s);Surge Tank(s)**. The following pricing schedule includes the costs of providing a complete operation of removing and disposing of the estimated volumes of material to be removed.

General Scope of Work:

USST will reach and remove material from agreed-upon structures utilizing a combination of vacuum, pumping, jetting and/or reaching components using patented and appropriate equipment, as well as a trained and capable service crew. USST will provide mobilization and demobilization to and from the project site and to disposal facility. USST will clean work area(s) to pre-project conditions upon completion of project.

An itemized pricing schedule follows.

Pricing based on: **Piggyback**

Payment Terms: **Net-30 on receipt of Invoice**

Products & Services

Products & Services	Quantity	Unit	Unit price	Price
Mob/Demob, Non-Emergency	1	Lump Sum	\$6,500.00	\$6,500.00
Time, Labor & Equipment (Vac Only)	10	Per Day	\$4,250.00	\$42,500.00
Confined Space Entry	10	Per Day	\$3,000.00	\$30,000.00
Disposal, Offsite w/ Transport	180	Per Ton	\$105.00	\$18,900.00

One-time subtotal	\$97,900.00
Total	\$97,900.00
Total Contract Value	\$97,900.00

Project Assumptions and Additional Conditions:

- Plant 1 and Surge Tank 2 (West) are the structures to be cleaned.
- Client will provide a current waste profile (TCLP) prior to commencement of project work.
- Client shall provide unrestricted access to the facility worksite. Unrestricted access includes ensuring height clearance without obstruction in and around structure(s), and, removing and/or unbolting any hatches or panels required for access or ventilation.
- Client shall have structure(s) drained down prior to USST's arrival. A Dewatering rate will be charged at \$800 per hour rounded to the nearest half-hour.
- Client is responsible for supplying sufficient and suitable high-volume water supply for the high-pressure jetting operation.
- The Cost Estimate does not include hydro- and/or grit-blasting of the structure(s).
- Confined Space Entry is required for this project. A completed permit will be posted in plain view on the structure(s) where needed.

General Terms and Conditions:

1. The pricing schedule summarizes the estimated quantities and standard unit costs based on our understanding of existing conditions, our interpretation of the RFP scope and/or specifications that have been made available to us.
 1. Rates are based on a Monday through Friday (8:00 AM – 4:00 PM) workday.
 1. If Saturday or Sunday work and/or second/third shift work is required and authorized, Overtime (OT) rates will be charged at one-and-a-half (1.5) straight time rates and double on observed government holidays.
 2. It is understood that the Total Estimate is a not-to-exceed amount unless the Client authorizes additional services and/or expenses in writing in advance.
2. A signed Cost Estimate and/or Purchase Order is required prior to project commencement.
 1. Upon acceptance and receipt of this signed Cost Estimate and/or Purchase Order, USST will schedule the project on a mutually agreed date with a minimum of 5-days lead time.
3. USST production rates are based on physical access to the structure, distribution of accumulated material(s), as well as the type and quantity of material(s) to be removed.

1. USST will maintain daily performance/production records and provide upon request.
2. All waste (actual quantities) will be manifested, transported and disposed of in accordance with all applicable Local, State and Federal regulations.
4. Unit costs will be billed on actual quantities of time, labor and equipment required to complete the scope.
 1. Transportation & Disposal costs are based on conforming with waste profile approval for "Non-Hazardous Waste". Waste profile approval is required prior to scheduling of this project.
 2. If applicable, a Demurrage Rate will be charged at \$800 per hour rounded to the nearest half-hour.
 3. A fuel surcharge shall be added to all invoices equal to one-percent (1 %) of the estimate value.
 4. Where applicable, it is the Client's responsibility for payment of unforeseen tariffs, fees, taxes, and unexpected administrative costs which USST may incur during the execution of the project.
5. USST shall provide all labor, materials and equipment, unless otherwise discussed, to complete the agreed-upon services.
6. USST shall perform its services with the standard of care, diligence and skill ordinarily exercised by firms providing similar services under similar circumstances in the area in which the Project is located and in accordance with accepted and sound professional practices and procedures. USST shall comply with all OSHA-10 standards and all applicable Local, State and/or Federal health and safety regulations.
7. USST is not responsible for damage to landscape, landscape restoration, damage to aeration systems, or underground utilities not clearly marked and made aware of prior to project start.
8. USST reserves the right to reject any order based on differences in interpretation of the specification, or for any reason, at the time the order is tendered.

Should you have any questions or concerns about this cost estimate, please do not hesitate to contact me directly by email or phone.

Project Acceptance

Client Signature

Signature

Date

Printed name

[Download](#)



CITY MANAGER M E M O R A N D U M

7.H.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 10, 2025
Subject: Board Appointments - South Seminole North Orange County Wastewater Transmission Authority

Introduction: Consideration to reappoint Matt Baker as the City's regular member and to appoint Tara Lamoureux as the alternate member to the South Seminole North Orange County Wastewater Transmission Authority is requested.

Background: South Seminole North Orange County Wastewater Transmission Authority Board - Reappointment of Regular Member and One (1) Alternate Member Vacancy

The City of Casselberry is a member of the South Seminole North Orange County Wastewater Transmission Authority (SSNOCWTA) and has one regular member on the board as well as one alternate member. The by-laws for the board allow for appointment of City employees who are not residents of the member cities. The alternate member position is currently vacant due to the resignation of Jiovani Charres, Senior Utility Engineer, from the Board. Matt Baker, Utilities Maintenance Manager is the current Regular Member and is requesting reappointment. Tara Lamoureux, Utilities Director is requesting to be appointed as the new alternate member for the Board. The Board Appointment policy exempts employees from having to submit board applications. It should also be noted that the Transmission Authority Board no longer have term expirations.

Discussion: Consideration of the reappointment of Matt Baker as the regular member and appointment of Tara Lamoureux as the new alternate was scheduled for the January 27th City Commission meeting, however due to an oversight, no action on the Transmission Authority Board appointments was taken.

Budget Impact: This item has no impact to the City Budget.

Recommendation: The City Manager and The City Clerk recommend reappointment of Matt Baker as the City's regular member and appointment of Tara Lamoureux as the alternate member to the South Seminole North Orange County Wastewater Transmission Authority.

Prepared by: Donna Gardner, City Clerk

Attachments: None



CITY MANAGER M E M O R A N D U M

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 10, 2025
Subject: Future Agenda Items

Introduction: The opportunity to discuss items for placement on future City Commission agendas is provided.



CITY MANAGER M E M O R A N D U M

11.A.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 10, 2025
Subject: Resolution 25-3481 - English Estates Water Main Replacement Phase I & Seminole County Oxford Road Sidewalk and Drainage Project and Related Budget Amendment #25-012

Introduction: Approval of Resolution 25-3481 authorizing Seminole County to Proceed with the Award of the City of Casselberry's English Estates Water Main Replacement Phase I Project as part of the Oxford Road Sidewalk and Drainage Project to Mercon Construction Company and related Budget Amendment #25-012 is requested.

Background: The English Estates Community is a well-developed neighborhood in Unincorporated Seminole County that is over fifty (50) years old. The City and CPH Consulting have been in the process of designing the English Estates Water Main Replacement Project which involves removal of asbestos cement (AC) pipe in the community, including the area along Oxford Road and Derbyshire Road. Due to Seminole County regulations, this project was originally designed to remove the AC pipe via open-cut methods. This requires the contractor to remove and replace any sidewalk, driveways, and landscaping impacted by the open cut trenches, causing a significant disturbance to the community.

Concurrently, Seminole County has been designing the Oxford Road Drainage & Sidewalks Project, which involves new stormwater structures and sidewalk installation along Oxford and Derbyshire Roads. This project would require the contractor to remove and reinstall old concrete driveways, and install new concrete sidewalks to provide Americans with Disabilities Act (ADA) compliant sidewalks to the community. Similar to the English Estates Water Main Replacement Project, the Oxford Road Drainage & Sidewalks Project is anticipated to cause a disturbance to the community due to the need to remove existing sidewalks, driveways, and landscaping.

On March 25, 2024, City Commission approved the final Interlocal Utility Relocation agreement for the City's English Estates Water Main Replacement Phase 1 Project to be constructed in conjunction with Seminole County's Oxford Road Drainage & Sidewalks Project. The Interlocal agreement additionally provides for Construction Engineering Inspection (CEI) services by a qualified third-party for the combined project, paid for by both the City and County.

Discussion: An Invitation to Bid was issued by Seminole County on September 2, 2024, requesting proposals from qualified firms for the combined Oxford Road Drainage & Sidewalks and English Estates Water Main Replacement Phase I Projects. The City's portion

of work consists of furnishing all labor, equipment, and materials necessary to replace approximately 5,800 linear feet of existing asbestos cement water main. Bids for the projects were due October 2, 2024. Five contractors responded with bids for the City's portion ranging from \$2,663,638.30 to \$4,708,878.00, and overall joint project bids ranging from \$6,895,700.49 to \$9,127,700.00. Mercon Construction Company provided the lowest, most responsive, and responsible bid in the amount of \$2,663,638.30 for the English Estates Water Main Replacement Phase I Project. The City's cost share for third-party Construction Engineering Inspector for the combined Oxford Road Drainage & Sidewalks and English Estates Water Main Replacement Phase I Projects is \$411,450.78. The total cost to the City for the project, including a 5% Contingency, is \$3,228,844.00. Resolution #25-3481 provides authorization for Seminole County to proceed with the award of the City of Casselberry's English Estates Water Main Replacement Phase I Project as part of the Seminole County Oxford Road Sidewalk and Drainage Project to Mercon Construction Company.

Budget Amendment #25-012 is necessary to provide additional funding in the amount of \$873,256.00 for the City's share of construction, CEI costs, and 5% Contingency.

This item is associated with the project number PW 2010 English Estates Water Main Replacement Phase I.

Budget Impact: Funding has been budgeted in the FY2025 Water & Sewer Infrastructure Improvements Account for PW 2010 English Estates Water Main Replacement Phase 1 #402-0751-536.63-40 in the amount of \$2,355,588. Additional funding in the amount of \$873,256 is needed to provide for the City's project cost. Budget Amendment #25-012 provides sufficient funding by increasing the Water & Sewer Infrastructure Improvements Account for PW 2010 English Estates Water Main Replacement Phase 1 in the amount of \$873,256 by reallocating unencumbered funds from the Water & Sewer Infrastructure Improvements Account for PW 2307 English Estates Water Main Replacement Phase 2 #402-0751-536.63-40 in the amount of \$750,000 and the Non-Operating Renewal & Replacement Account #402-0000-389.90-00 in the amount of \$123,256.

Recommendation: The City Manager and Utilities Director recommend approval of Resolution 25-3481 authorizing Seminole County to proceed with the Award of the English Estates Water Main Replacement Phase I Project as part of the Seminole County Oxford Road Sidewalk and Drainage Project to Mercon Construction Company and related Budget Amendment #25-012.

Prepared by: Jiovani Charres, Utility Engineer

Attachments:

1. Resolution 25-3481
2. Letter for Cost Share
3. BA 25-012

RESOLUTION 25-3481

A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA, APPROVING AND AUTHORIZING SEMINOLE COUNTY TO PROCEED WITH THE AWARD OF THE ENGLISH ESTATES WATER MAIN REPLACEMENT PHASE I PROJECT TO MERCON CONSTRUCTION CO. PURSUANT TO THE SEMINOLE COUNTY AND CITY OF CASSELBERRY INTERLOCAL UTILITY RELOCATION AGREEMENT FOR THE OXFORD ROAD DRAINAGE AND SIDEWALKS PROJECT AND ENGLISH ESTATES WATER MAIN REPLACEMENT PHASE I PROJECT; AUTHORIZING THE CITY MANAGER TO DIRECT STAFF TO DEPOSIT THE CONSTRUCTION COST AND CONSTRUCTION ENGINEERING AND INSPECTION COST AS PROVIDED HEREIN WITH SEMINOLE COUNTY WITHIN 62 DAYS OF AWARD; AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF 10% OF THE COST OF CONSTRUCTION AND 10% OF THE COST OF CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AS PROVIDED HEREIN; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PRE-APPROVE ADDITIONAL COSTS NOT EXCEEDING THE CONTINGENCY AMOUNTS SET FORTH HEREIN; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the redevelopment of infrastructure improvements to the English Estates Community is considered an important endeavor to both Seminole County and the City of Casselberry; and

WHEREAS, the County project, also known as the Oxford Road Drainage and Sidewalks Project, will provide important stormwater and multimodal improvements to the English Estates area; and

WHEREAS, the City project, also known as the English Estates Water Main Replacement Phase 1 Project, will provide important potable water rehabilitation to the English Estates area; and

WHEREAS, both Seminole County and the City of Casselberry wish to coordinate the construction of the projects and have entered into that certain Seminole County and City of Casselberry Interlocal Utility Relocation Agreement for the Oxford Road Drainage and Sidewalks Project (County) and English Estates Water Main Replacement Phase I Project (City) (the “Interlocal Agreement”), dated May 14, 2024, approved via City of Casselberry Resolution 24-3409; and

WHEREAS, pursuant to Section 7(b) of the Interlocal Agreement, the County has conducted the public, sealed bidding of the Project, including the City Utility Work, and has identified Mercon Construction Co. as the lowest and most responsible bidder; and

WHEREAS, pursuant to Section 7(c) of the Interlocal Agreement, the County has provided the City with a copy of all bids received to allow the City staff to evaluate all submitted prices for the City Utility Work and, pursuant to the same Section, before the award, the City has the option to decide that it does not wish to proceed further with including the City Utility Work in the County Project; and

WHEREAS, the City has evaluated the bids and determines that it approves and authorizes the County to proceed with including the City Utility Work in the County Project, with the bid amount for the construction cost for the City Utility Work being \$2,663, 638.29, which is 38.63% of the total construction cost (\$6,895,700.48) and, based on that percentage, the City's CEI cost share shall be \$411,450.78, which results in a total cost to the City of \$3,075,089.07; and

WHEREAS, the City Commission recognizes that the bid amount for the City Utility Work is less than the cost estimate for such Work performed by CPH, the City's Engineer of Record, in January 2024; and

WHEREAS, pursuant to Section 13(d) of the Interlocal Agreement, the City Commission herein authorizes the City staff to, on or before the sixty-second (62nd) day after award of the County Contract to deposit with the County the bid amount for the City Utility Work and the City Percentage for CEI, Mobilization, and Maintenance of Traffic, which shall be held in a separate account by the County and utilized to pay County Contractor's invoices related to the City Utility Work and the applicable portion of the CEI Consultant's fee; and

WHEREAS, the City Manager is authorized to execute change orders in the amount provided herein and to pre-approve additional costs that do not exceed the contingency amounts set forth herein; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. Recitals. The City Commission of the City of Casselberry hereby adopts the findings included in the Recitals above.

SECTION II. Authorization to Proceed with Award of City Utility Work and Deposit Bid Amount with Seminole County. Pursuant to Section 7(c) of the Interlocal Agreement, the City has evaluated the bids for the City Utility Work and approves and authorizes the County to proceed with including the City Utility Work in the County Project, with the bid amount for the construction cost for the City Utility Work being \$2,663, 638.29, which is 38.63% of the total construction cost (\$6,895,700.48) and, based on that percentage, the City's CEI cost share shall be \$411,450.78, which results in a total cost to the City of \$3,075,089.07. Further, pursuant to Section 13(d) of the Interlocal Agreement, the City Commission herein authorizes City staff to, on or before the sixty-second (62nd) day after award of the County Contract, deposit with the County the bid amount for the City Utility Work and the City Percentage for CEI, Mobilization, and Maintenance of Traffic, as provided in this Section II, which shall be held in a separate account by the County and utilized to pay County Contractor's invoices related to the City Utility Work and the applicable portion of the CEI Consultant's fee.

SECTION III. City Manager Contingency Authorization. The City Manager is hereby authorized to execute change orders in the amount of 10% of the construction cost (\$266,363.83) and 10% of the CEI, Mobilization, and Maintenance of Traffic (\$41,145.08) and to pre-approve additional costs that do not exceed the contingency amounts set forth herein.

SECTION IV. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION V. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION VI. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this _____ day of _____, AD 2025.

ATTEST:

Donna G. Gardner
City Clerk

David Henson
Mayor/Commissioner

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION



December 18, 2024

Mr. Jiovani Charres, E.I.
Senior Utility Engineer
City of Casselberry
95 Triplet Lake Dr.
Casselberry, Fl. 32707

Re: CC-5995-24 Oxford Road Drainage and Sidewalk Project
English Estates Water Main
Utility Relocation ILA including Cost Sharing

Mr. Charres:

This is to confirm that the total cost that the City would be obligated to reimburse the County for is a construction cost share of \$2,663,638.29 which is 38.63% of the total construction cost (\$6,895,700.48) and based on that percentage, the City's CEI cost share is \$411,450.78. which results in a total cost to the city in the amount of \$3,075,089.07. We also recommend adding a contingency fund of 10% to cover any additional work authorized by the City.

Please be advised that Final percentage will be calculated based upon the final contract amounts as adjusted by change orders, if any.

The County will invoice the city monthly as the work is completed and approved by the City.

As a matter of information, the low bidder, Mercon Construction Co. has confirmed that they will use a Florida Licensed Asbestos Abatement Contractor for the removal of the AC water main.

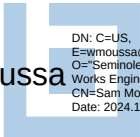
Based on the information provided, please confirm the City's concurrence to award the project to Mercon Construction Co.

Once we have City approval, the project will be awarded by our BCC and a Construction Agreement will follow with the NTP anticipated being issued in late March 2025.

Respectfully,

Sam Moussa, P.E.
County Design Project Manager
Engineering Division

Sam Moussa



DN: C=US,
E=wmoussa@seminolecountyfl.gov,
O="Seminole County", OU=Public
Works Engineering Division,
CN=Sam Moussa
Date: 2024.12.18 09:45:51-05'00'



CITY OF CASSELBERRY

Budget Amendment Request

BA #: 25-012

DATE: February 10, 2025

TO: Randy Newlon, City Manager

FROM: Tara Lamoureux P.E., Utilities Director

EXPLANATION OF REQUEST:

This budget amendment seeks City Commission approval to provide additional funding for English Estates Phase 1 Water Main Replacement, in the amount of \$873,256. The total cost of the project is \$3,228,844 (includes 5% contingency).

Resolution #: _____ **Reso Date:** _____ **Asset #:** _____ **Project #: PW2010**

<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
Increase:		
402-0751-536.63-40	Infrastructure/PW2010	\$873,256
402-0000-389.90-00	Other Non-operating Sources	\$123,256

Decrease:		
402-0751-536.63-40	Infrastructure/PW2307	\$750,000

REQUESTED BY:

Tara Lamoureux
Digitally signed by Tara Lamoureux
DN: cn=Tara Lamoureux, c=US,
email=Tlamoureux@casselberry.org
Date: 2025.01.08 13:32:26 -05'00'

Tara Lamoureux, P.E., Utilities Director
Digitally signed by Gladymir
Ortega
Date: 2025.01.08 15:13:00 -05'00'

FINANCE DEPT:

Gladymir Ortega, MBA, Finance Director

COMMISSION ACTION: _____ approved _____ denied **Date:** _____

DULY RECORDED: _____ **Date:** _____

Donna G. Gardner, CMC, City Clerk

FINANCE USE ONLY

Entered by: _____ Date: _____ Count: _____ Group# _____ Approved by: _____

Revised 10/26/16



CITY MANAGER M E M O R A N D U M

12.A.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: February 10, 2025
Subject: Single Source Agreement with Masci General Contractors for Casselberry Utility Relocation on the Seminole County Oxford Road Expansion Project and Related Budget Amendment #25-014

Introduction: Approval of the single source agreement with Masci General Contractor, Inc. for Utility Relocates associated with the Seminole County Oxford Road Expansion Project and related Budget Amendment #25-014 is requested. (Ref: SG-2025-1287)

Background: The City of Casselberry owns and operates a potable water distribution system made up of pipes of various sizes and materials. Approximately 50% of the potable water distribution system is outside the City limits and within other jurisdictions, including Unincorporated Seminole County. Seminole County Public Works is currently performing the Oxford Road Expansion Project, which includes new drainage, road widening, and a surcharge to stabilize a new road being built along Oxford Road. The process of surcharging requires a large amount of soil to compress and stabilize the ground. The surcharge area planned by Seminole County is located on top of the City of Casselberry's existing water main. The massive weight of the soil being used for the surcharge will cause damage to the existing water main. Therefore, the City's water main needs to be rerouted to avoid this conflict. The County's Contractor, Masci General Contractors, Inc. is able to perform the utility relocation for the City. The County's Oxford Road Expansion Project is already underway, with the surcharging process beginning within the next month. The relocation must be completed in conjunction with the Seminole County Project to ensure continuation of service. There is not sufficient time to issue a competitive solicitation for bids on the project and ensure that the relocation can be completed prior to the surcharging process that the County has scheduled for their right-of-way.

Discussion: Since Masci General Contractors is already performing the work in the area, Utilities staff requested Masci General Contractors to provide a quote to perform the Utility relocates within the Oxford Road Surcharge area. The relocation includes removal and reinstallation of approximately 210 feet of 12" PVC Water Main. The pricing in their quote is consistent with the unit prices from the Seminole County Oxford Road Expansion Contract.

City staff is requesting entering into a Single Source agreement for Masci General Contractors to perform the work utilizing the pricing offered to Seminole County. The City's Procurement Policy, Section 5.4(B), authorizes single-source procurement as an exemption to competitive bidding where the purchase must be directed to one source "where circumstances exist that dictate delivery is a critical factor, and only one vendor can meet the

time constraint, even though other competitive sources may be available.” As stated above, there is no time to conduct a full competitive, sealed solicitation and ensure the relocation will be completed by the time the surcharging process will begin. The Single Source Agreement provides for the restraint, removal, and reinstallation of the City's potable water main in the Seminole County's Oxford Road Expansion Project to avoid drainage and surcharge conflicts in the amount of \$154,431.06.

Budget Impact: Budget Amendment #25-014 provides adequate funding by increasing the Water & Sewer Renewal & Replacement Account #402-0751-536.63-40 and decreasing the Water & Sewer Non-Departmental Contingency Reserve Account #401-0190-536.58-00 in the amount of \$154,431.06.

Recommendation: The City Manager and Utilities Director recommend approval of the Single Source Agreement with Masci General Contractor for the Utility Relocates associated with the Seminole County Oxford Road Expansion Project and related Budget Amendment #25-014.

Prepared by: Jiovani Charres, Utility Engineer

Attachments:

1. PF-237 Public Notice of Intent
2. PF-235 Single Source Justification
3. Agreement
4. BA 25-014

**PUBLIC NOTICE OF INTENT TO ENTER INTO
A SINGLE SOURCE PURCHASE**

Date: 1/28/25 **Department:** Utilities Department
Tracking Number: SG-2025-1287 **Requested Amount:** \$154,431.06
Project Title: Oxford Road Surcharge Utility Relocates – Seminole County **Contract Term:** 2/10/25 through Completion
Notice Posting Date: 1/28/2025 **Notice Expiration Date:** 2/11/2025

RECOMMENDED | INTENDED CONTRACTOR INFORMATION

Name: MASCI General Contractor, Inc. **Contact:** Leticia Masci
Address: 5752 South Ridgewood Avenue, Port Orange, Florida 32127
Phone: (386) 322-4500 **Email:** LeticiaMasci@masciqc.com

SINGLE SOURCE PURCHASE DESCRIPTION

This information is designed to inform the supplier community and the public that the City of Casselberry, a municipal corporation existing under the laws of the State of Florida, intends to enter into a non-competitive Agreement to purchase a product and or service.

This description of commodities or contractual services intended for purchase from a single source is posted in accordance with section 287.057(5c), Florida Statutes and will remain posted for a period of at least seven (7) business days. Notice is hereby given that the following product/service may be a single source.

Commodity Code of Requested Product/Service:

918-097 – Utilities Gas/Water/Electric

955-100 – Underground Utilities

Manufacturer, Model, and Description, as appropriate and Quantities:

City of Casselberry - WM Remove and Replace Oxford Surcharge Area					
Item #	DESCRIPTION	QTY	UNIT	UNIT COST	Total
101-1	Insurance & As-builts	1	LS	\$9,957.37	\$9,957.37
U1-6	12" C900 DR 18 PVC Water Main	210	LF	\$135.00	\$28,350.00
U1-20	RMJ DI Compact Fittings	0.4	TN	\$77,285.00	\$30,666.69
U1-41	Remove Existing 12" WM	210	LF	\$25.70	\$5,397.00
U1-8	Tie In New WM to Existing	2	EA	\$17,580.00	\$35,160.00
U1-9	Restrain Existing, Cut, Cap and Empty WM	2	EA	\$22,450.00	\$44,900.00
Total Contract Change					\$154,431.06

NOTES: Based on Unit Prices from Seminole County Oxford Rd Contract
Length 210LF based on length of surcharge area plus 20LF (one joint) per each side
Compact Fitting Chart attached for TN calculation

Requestor:

Jiovani Charres, Senior Utility Engineer

Performance and/or Design Requirements:

Restrain, cap, remove and reinstallation of the City of Casselberry's Watermain due to the Seminole County's Oxford Road Project. Project Area includes the Oxford Road Surcharge Area and deflection necessary to avoid drainage conflict with the project. Replacement includes approximately 210LF of PVC Water Main and 2 Tie-ins to existing water main.

Justification for single source acquisition:

MASCI General Contractors, Inc. is performing work for Seminole County which requires Utility Relocation to avoid conflicts in the Oxford Road Project. The section of pipe requiring Utility Relocates falls under City of Casselberry responsibility.

PROCUREMENT DIVISION CONTACT INFORMATION

This constitutes a Notice of Intent to Award to a single-source provider in compliance with the City's Procurement Policy.

**PUBLIC NOTICE OF INTENT TO ENTER INTO
A SINGLE SOURCE PURCHASE**

Procurement Contact:		Elsie Burgess, Procurement Manager		
Address:	95 Triplet Lake Drive, 2 nd Floor, Casselberry, Florida 32707			
Phone:	(407) 262-7700	Extension:	1142	Email: procurement@casselberry.org

If you believe you are a qualified supplier capable of providing the same type of product/service, please submit a statement of qualifications, product information and or capabilities as applicable to the below listed Procurement Division contact person.

SINGLE/SOLE SOURCE JUSTIFICATION FORM

Date:	1/29/25	Tracking Number:	SG-2025-1287
Department:	Utilities Division	Requestor:	Jiovani Charres
Project Title:	Oxford Road Surcharge area	Contract Term:	2/11/25 through Completion
Requested Amount:	\$154,431.06	Revised Contract Total:	N/A

RECOMMENDED SUPPLIER CONTACT INFORMATION

Name:	MASCI General Contractor, Inc.	Contact:	Leticia Masci
Address:	5752 South Ridgewood Avenue, Port Orange, Florida 32127		
Phone #:	(386) 322-4500	Email:	LeticiaMasci@mascigc.com

REQUESTED PRODUCTS | SERVICES INFORMATION

Please provide a description of the goods/services being requested and its function.

Products Name Manufacturer Model Number or Service:	Restrain, cap, remove and reinstallation of the City of Casselberry's Watermain due to the Seminole County's Oxford Road Project.
Description Function:	Project Area includes the Oxford Road Surcharge Area and deflection necessary to avoid drainage and surcharge conflict with the project. Replacement includes approximately 210LF of PVC Water Main and 2 Tie-ins to existing water main.

JUSTIFICATION

Please select all applicable of the following statements and provide additional information as required explaining why this purchase should be precluded from the competitive solicitation process.

Box 1. ☐ Competition is precluded because of the existence of patent rights, copyrights, confidential process, exclusive distribution rights, control of raw material, or other such conditions. **Provide the patent number, copyright, or a description of the conditions.**

Supporting Information:

Box 2. ☐ Item to be purchased is the only item compatible with existing piece of equipment owned by the City and is only available from this vendor. **Attach documentation from manufacturer supporting no other supplier or distributor can provide item.**

Description, Make, Model and Serial Number of Existing Equipment:

Box 3. ☐ Technical services in connection with the assembly, installation or servicing of equipment of a highly technical or specialized nature. **Provide explanation of services required and why another supplier cannot be used.**

Box 4. ☐ Upgrade to existing software. Available only from the producer of this software who sells on a direct basis only. **Attach documentation showing this is the only supplier that sells the software or can perform the upgrade.**

Name, Version and End Users (Department, Division, Office) of Existing Software:

Box 5. ☐ Repair/Maintenance service requires expertise in operations on unit. Necessary parts unavailable from any source except original equipment manufacturer or their designated servicing dealer. **Provide explanation of expertise or attach documentation from manufacturer supporting that this is the only designated dealer.**

Supporting Information:

Box 6. ☐ Use of this supplier is required by contract / agreement or granting or other governing agency. **Attach a copy of the award page or requirement page referencing this requirement.**

List Contract Number, Grantor, Agency:

Box 7. ☐ Used or demonstration equipment available at a lower-than-new cost. **Provide pricing for equipment if purchased as new. Attach or provide information showing no other used or demonstration equipment is available**

SINGLE/SOLE SOURCE JUSTIFICATION FORM

or why this is not be an option.

Supporting Information:

Box 8. ☐ Standardization of a component on the basis of compatibility or maintenance reliability. **Please explain. Provide documentation on when standardization occurred and solicitation process. Provide comparable documented reliability.**

Box 9. ☐ Item or service is so unique there is no reasonable comparison. **Explain the rationale and the process used to determine this (provide copies of website review, due diligence conducted, analysis, email(s) and/or documentation from supplier, etcetera).**

Box 10. ☒ Services where a vendor is already working (based on existing PO or contract) and it would not be cost effective to engage another vendor.

Masci General Contractors is performing work for Seminole County which requires Utility Relocation in order to avoid conflicts with their Oxford Road Expansion Project. It would not be time or cost efficient to engage in another vendor to perform the Utility relocations

Box 11. ☐ Urgent need (safety hazard, necessity of keeping vital equipment operative, preventing further economic loss or interruption of a vital service). **Please explain the urgent circumstances and why a competitive solicitation cannot be used.**

Box 12. ☐ Other. **Please explain and attach supporting documentation.**

DEPARTMENT/DIVISION/OFFICE CERTIFICATION

The undersigned; on behalf of the requesting Department/Division/Office, hereby certify that the information contained herein is true, correct and agree to be bound by the commitments contained herein. Familiarity with particular brands or types of equipment, materials or service providers has not been a deciding influence on this request. The recommendation for single/sole source procurement is based upon an objective review of the product/service required with no known conflict of interest in the best interest of the City. It is understood the final determination of single/sole source determination designation shall be made by the Procurement Division.

Approval (as applicable)	Print Name	Signature	Date
Department/Division/Office Manager:	J. Charres	 Digitally signed by Jiovani Charres Date: 2025.01.30 07:28:25 -05'00'	
Department/Division/Office Director:	T. Lamoureux	Tara Lamoureux Digitally signed by Tara Lamoureux DN: cn=Tara Lamoureux, c=US, email=tlamoureux@casselberry.org Date: 2025.01.30 07:35:55 -05'00'	

BUDGET REVIEW

GL Account Number:	#402-0751-536.63-40		
Senior Budget Accountant:	CJ Kaawach	 Digitally signed by cjkaawach DN: cn=cjkaawach, email=cjkaawach@casselberry.org Date: 2025.01.30 08:22:22 -05'00'	

CITY MANAGER | PROCUREMENT MANAGER REVIEW | APPROVAL (as applicable)

☒ Notice of Intent for Single Source Purchase Notice Posting:	Posted Date:	1/28/25	Expiration Date:	2/11/25
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SINGLE/SOLE SOURCE JUSTIFICATION FORM

Upon review of the documentation provided; this request is hereby:

- ☒ Approved – Meets designation requirements ☐ Not Approved – Does not meet designation requirements
☐ Supporting documentation has been saved in the procurement file.

All single/sole source requests approval forms (Procurement Action Form or Agenda Request Form) must include the following language: "This request is for approval of single/sole source procurement. All appropriate forms, procedures, and processes have been completed in accordance with the Florida Statutes and the Procurement Division has validated this request."

Approval (as applicable)	Print Name	Signature	Date
Procurement Manager:	Elsie Burgess	Elsie Burgess Digitally signed by Elsie Burgess Date: 2025.01.30 08:42:19 -05'00'	
City Manager:	James R. Newlon	James Newlon Digitally signed by James Newlon Date: 2025.01.30 08:45:50 -05'00'	

IMPORTANT NOTICE

Before declaring a commodity or service as a single-source purchase, please read the following:

Pursuant to section 838.22, Florida Statutes, as amended, it is a felony of the second degree for a public servant to circumvent a competitive bidding process required by law or rule by using a single-source contract for commodities or services and is punishable as provided in sections 775.082, 775.083, or 775.084, Florida Statutes.

ITB-2025-1287

OXFORD ROAD SURCHARGE

UTILITY RELOCATES – SEMINOLE COUNTY

CONTRACT

BETWEEN

CITY OF CASSELBERRY, FLORIDA

AND

MASCI GENERAL CONTRACTOR, INC.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org
General Construction Agreement
SG-2025-1287 OXFORD ROAD SURCHARGE UTILITY RELOCATES – SEMINOLE COUNTY

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F	Foreign Country of Concern Attestation
G	Affidavit of Compliance with Anti-Human Trafficking Laws
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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
General Construction Agreement
SG-2025-1287 OXFORD ROAD SURCHARGE UTILITY RELOCATES – SEMINOLE COUNTY

CONSTRUCTION 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 “OWNER”, and MASCI GENERAL CONTRACTOR, INC., 5752 South Ridgewood Avenue, Port Orange, Florida 32127 hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has competitively solicited SG-2025-1287, titled, Oxford Road Surcharge Utility Relocates – Seminole County; and

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

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

ARTICLE 1.00 EXTENT OF AGREEMENT AND DEFINITIONS

1.01 The Construction Team

The OWNER and the Owner’s Representative (if applicable) and the CONTRACTOR, called the “Construction Team”, shall work jointly through final construction completion and shall be available thereafter should additional services be required in accordance with this Agreement.

The Contractor accepts the relationship of trust and confidence established with the OWNER by this Agreement. He Covenants with the Owner to furnish his best skill and judgement and to cooperate with the Construction Team in furthering the interests of the Owner. He agrees to furnish efficient business administration and superintendence and to use his best efforts to perform the Work in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the Owner.

1.02 Contract Documents

This Agreement, General and Special Conditions, and supplemental documents comprise the contract documents as defined herein, between the OWNER and the CONTRACTOR supersedes any prior negotiations, representations or agreements. This Contract shall not be superseded by any provision of any of the other Contract Documents and may be amended only by written instrument signed by both OWNER and CONTRACTOR.

1.03 Supplemental Documents

The Contractor understands that the documents identified below are incorporated by reference and become an integral part of this contract:

- a) The City of Casselberry - Utilities Standards & Specifications Manual – available upon request.
- b) Division I, Division II and Division III – Florida Department of Transportation (FDOT) Standards Specifications for road and Bridge Construction, when applicable.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org
General Construction Agreement
SG-2025-1287 OXFORD ROAD SURCHARGE UTILITY RELOCATES – SEMINOLE COUNTY

- c) Special Disaster Relief and Recovery Provisions – Federal Emergency Management (FEMA) Required Documents.

1.04 Execution, Correlation and Intent

- A. A minimum of one (1) copy of this Agreement shall be signed by the OWNER and the CONTRACTOR. 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.
- B. The Contract documents shall be followed in strict accordance as to work, performance, material, and dimensions except when the Owner's Representative may authorize, in writing, an exception, in which case the City shall be notified.
- C. The organization of the specifications into divisions, sections and articles, and the arrangement of drawings shall not control the CONTRACTOR in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.
- D. The Article and paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provision hereof.

1.05 Definitions

Whenever used in this Agreement or other Contract Documents, the following terms shall have the meanings indicated:

- 1. Application for Payment: The form accepted by the OWNER which is to be used by the CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents. For purposes of this Contract, the CONTRACTOR shall use American Institute of Architects (AIA) Document G702-1992 Application and Certification for Payment, and AIA G703-1992, Continuation Sheet as the standard Application for Payment forms.
- 2. Bid: The offer or bid of the CONTRACTOR submitted on the prescribed form setting forth the prices for the Work to be performed.
- 3. Bonds: Bid, performance and payment bonds and other instruments of security.
- 4. Certificate of Insurance: The approved Certificates of Insurance furnished by the party required to furnish such insurance pursuant to this Contract or his carrier or carriers to guarantee that each of the parties are insured in accordance with the terms of this Contract.
- 5. Change Order: A written document agreed to by the CONTRACTOR and approved by the OWNER, or a written order issued by the Owner's Representative and acknowledged by the OWNER and the CONTRACTOR, authorizing a change in the Work, adjustment in the Contract Price or the Contract Time.
- 6. Claims: means a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the Contract Documents, payment of money, extension of time or other relief with respect to the Contract Documents or Project. The term "Claim" also includes other disputes and matters in question between the City and Contractor arising out of or relating to the Contract Documents. Claims must be initiated by written notice in strict accordance with the Contract Documents. The responsibility for substantiating Claims shall rest with the Party making the Claim. All Claims submitted by Contractor must comply with the requirements herein and shall be substantiated with documented evidence or the claim forfeited as a false claim and conclusively waived and released.
- 7. Construction Engineering & Inspection (CEI): CEI services refers to the person or professional firm hired to manage the contract administration, inspection, and materials sampling and testing for the term of the construction project. May also be referred to as the Owner's Representative.

8. Contract Documents: The official documents setting forth the entire agreement to include: bid information, requirements and contractual obligations for the Project and includes the Invitation to Bid, the General Conditions, the Supplemental General Conditions, the Scope of Work, ITB Addenda, Standard Instructions and Special Instructions for Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notices(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Order(s), and any additional documents the submission of which is required by this Project.
9. Contract Time: The original time between commencement and completion, including any milestone dates thereof, as established in this Contract, as may be amended by Change Order.
10. Contractor: The person, firm, or corporation with whom the CITY has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work herein. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.
11. Correction Period: The time during which the CONTRACTOR must correct defective Work or remove defective Work from the site and replace it with non-defective Work, all at no cost to the OWNER.
12. Day: The term Day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.
13. Excusable Delay: Contractor's sole remedy for Excusable Delay is an extension of the Contract Time for each day of critical path delay, but only if the pre-requisites and notice requirements set forth below in this Article have been timely and properly satisfied. An excusable delay is one that (i) directly impacts critical path activity delineated in the Project Schedule and extends the time for completion of the Work; (ii) could not reasonably have been mitigated by Contractor, including by re-sequencing, reallocating or redeploying and/or increasing the amount of its forces to other portions of the Work; and (iii) is caused by circumstances beyond the control and due to no fault of Contractor or its Subcontractors, material persons, Suppliers, or Vendors, including, but not limited to, force majeure events such as fires, floods, labor disputes, epidemics, quarantine restrictions, hurricanes, or similar events beyond the control and due to no fault of the Contractor ("Excusable Delay"). If two or more separate events of Excusable Delay are concurrent with each other, Contractor shall only be entitled to an extension of time for each day of such concurrent critical path delay, and Contractor shall not be entitled to double recovery thereon. For illustration purposes only, if two events of Excusable Delay are concurrent for two days, Contractor shall only receive a time extension of a total of two days, and not four days.
14. Field Order: A written order issued by the OWNER which orders minor changes in the Work in accordance, but which does not involve a change in the Contract Price or the Contract Time.
15. Float or Slack Time: The time available in the progress schedule during which an unexpected activity can be completed without delaying the Substantial Completion of the Work. Float is not for the exclusive benefit of any one party to the project.
16. Inexcusable Delay: Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, or (ii) by labor disputes.
17. Non-Prejudicial Delay: Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time.
18. Notice to Proceed: Written notice to Contractor authorizing the Commencement of the activities or work identified in the notice or as described in the Contract Documents.
19. Owner: The City of Casselberry.
20. Owner's Project Representative: The Owner's Project Representative, also referred to as the Owner's Representative, is the Owner's Agent, who will act as directed by and under the supervision of the Owner,

and who will confer with the Owner, Architect, or Engineer, as applicable. The CEI may be contracted as the Owner's Project Representative.

21. Partial Utilization: Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.
22. Plans or Drawings: The official graphic representations of this Project that are a part of the Contract Documents.
23. Punch List: means the list or lists prepared by Contractor, incorporating input provided by the City or Consultant, identifying matters that remain to be completed to achieve Substantial Completion and to be completed between achievement of Substantial Completion and Final Completion in order that Final Completion can be declared by City to have occurred.
24. Project: The entire construction Project as presented in the Contract Documents, including the Work described herein.
25. Specifications or Technical Specifications: The directions, provisions, and requirements contained in the Project Manuals and Contract Documents together with all written agreements made, or to be made, pertaining to the method and manner of performing the Work, or the quantities and qualities of material and which are to be furnished under the Contract Documents.
26. Subcontractor: A person, firm or corporation having a direct contract with Contractor including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.
27. Substantial Completion: The date when the Work, as certified in writing by the Consultant, and determined by the City in its sole discretion, has been developed, designed, engineered and constructed in accordance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the Project is ready for occupancy, utilization and continuous commercial operation for the uses and purposes intended by the City, without material interference from incomplete or improperly completed Work and with only minor punch list items remaining to be completed, all as reasonably determined by the City and evidenced by (1) the issuance of a Certificate of Occupancy or Certificate of Completion by the authority having jurisdiction; (2) the issuance of a Certificate of Substantial Completion by the Consultant; and (3) acceptance of such Certificate of Substantial Completion by the City pursuant to the Contract Documents.
28. Surety: The surety company or corporate body which is bound by the performance bond with and for the CONTRACTOR who is primarily liable, and which surety company or individual is responsible for Contractor's acceptable performance of the Work under this contract and for the payments of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
29. Work: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.
30. Supporting Documents: Supplemental documents are identified and incorporated herein by reference, including but not limited to, City of Casselberry Utilities Standards & Specifications, FDOT Standards for Road Construction (2023), Federal Emergency Management Assistance Requirements and all Exhibits referenced in this Contract.

ARTICLE 2.00 SCOPE OF WORK

Contractor hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents and related thereto for the Project.

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ARTICLE 3.00 CONTRACT TIME (NOT APPLICABLE)

- 3.01** Time is of the essence throughout this Contract. The Work to be performed under this Contract shall commence with the Specified Date of Commencement and is subject to authorized adjustments. Substantial Completion shall be achieved no later than ~~ONE HUNDRED XXXXX (XXX)~~ consecutive calendar days upon the issuance of the Notice to Proceed. Final completion at THIRTY (30) consecutive calendar days after substantial completion.
- 3.02** The CONTRACTOR's Substantial Completion of the work to be performed, if prior to the ~~XXX Hundred (XXX)~~ consecutive calendar days after the date of specified date of commencement as set forth herein, shall not be the basis for any claim for additional compensation by the CONTRACTOR against the OWNER.
- 3.03** The CONTRACTOR shall begin the Work on the Specified Date of Commencement in accordance as outlined in the issued Notice to Proceed. The CONTRACTOR shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion of the Project within the Contract Time.
- 3.04** It is understood and agreed that time is the essence of the Contract, and that failure on the part of the Contractor to complete the Contract Work within the time stated in the Agreement will result in certain loss and damage to the CITY.

It is therefore covenanted and agreed that, if the Contractor shall fail or neglect to complete his Work on or before the date fixed for completion by these Documents, then said Contractor agrees to pay to the CITY, as Liquidated Damages, the amounts specified herein are consistent with the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (FDOT Specifications), Section 8-10, as amended that the City shall act as the Department.

Upon failure of Contractor to obtain Substantial Completion within the deadline as established in the contract, plus approved time extensions, Contractor shall pay to City the sum based on the schedule of values shown herein for each calendar day after the deadline for Substantial Completion, plus any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline as established in the contract, plus approved time extensions thereof, Contractor shall pay to City the sum equal to fifty percent (50%) of applicable amount for each calendar day after the deadline for Final Completion, plus any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial use/occupancy of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties; recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay; And both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. The above-stated liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

The full amount of such damages shall be deducted from payments due the Contractor or obtained by other legitimate means of recovery if earned payments withheld are inadequate to cover such damages.

Applicable liquidated damages are the amounts established in the following schedule:

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Original Contract Amount Daily Charge Per Calendar Day

\$299,999 and under.....	\$904
\$300,000 but less than \$2,000,000.....	\$1,685
\$2,000,000 but less than \$5,000,000.....	\$2,667
\$5,000,000 but less than \$10,000,000.....	\$3,813
\$10,000,000 but less than \$20,000,000.....	\$5,021
\$20,000,000 but less than \$40,000,000.....	\$7,442
\$40,000,000 and over.....	\$10,224 plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar)

The City has the right to apply, as payment on such liquidated damages, any money the City owes the Contractor. The City does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of default of the Contract and the completion of the work by the City, the Contractor and his surety are liable for the liquidated damages under the Contract, but the City will not charge liquidated damages for any delay in the final completion of the City's performance of the work due to any unreasonable action or delay on the part of the City.

The City considers the Contract complete when the Contractor has completed all work and the City has accepted the work. The City will then release the Contractor from further obligation except as set forth in his bond.

- 3.05** City is authorized to deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as City may, in its sole discretion, deem just and reasonable.
- 3.06** Contractor shall be responsible for reimbursing the CITY, in addition to liquidated damages, for all costs incurred by Owner's Representative in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. Owner's Representative's construction administration costs shall be pursuant to the contract between CITY and Owner's Representative, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by CITY as costs are incurred by Owner's Representative and agreed to by CITY.
- 3.07** **Change to Contract Time** - Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a Request for Contract Amendment to change the Contract Time. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions result in Contractor being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions.

ARTICLE 4.00 CONTRACT SUM

4.01 Fixed Contract

- A. Payment. The Owner shall pay the Contractor the contract sum in current funds for the Contractor's performance of the Contract. The contract sum shall be One Hundred Fifty-Four Thousand Four Hundred Thirty-One Dollars and Six Cents (\$154,431.06), subject to additions and deductions as provided in the contract documents.

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- B. Alternates. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner with the following provisions.

ARTICLE 5.00 PROGRESS PAYMENTS

5.01 Payment Record

Based upon Applications for Payment submitted by the CONTRACTOR to the OWNER or Owner's Representative and Certificates for Payment issued by the OWNER or Owner's Representative pursuant to this Article, the OWNER shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the Contract Documents for the period ending five (5) working days before the end of the month in accordance with the procedure delineated in this Article.

5.02 Schedule of Values and Work Schedule

Before the first Application for Payment, the CONTRACTOR shall submit to the OWNER or Owner's Representative a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the OWNER may require. This schedule, unless objected to by the OWNER shall be used only as a basis for the CONTRACTOR's Applications for Payment. In addition to the schedule of values, the CONTRACTOR shall also submit to the OWNER, the required project work schedule. No progress payment shall be made by the OWNER unless the CONTRACTOR strictly complies with the provisions of this section.

5.03 Payment Estimate; Submittal and Disposition

The CONTRACTOR shall be required to submit a completed Certification Disbursement of Previous Periodic Payment (700-010-38) to Subcontractors form with each request for partial payment estimate. Failure to submit this required certification will result in the request for partial payment being rejected and returned to the CONTRACTOR.

By the twenty-fifth (25th) of the month, the CONTRACTOR will submit to the OWNER with a copy to the Owner's Representative a partial payment estimate filled out, signed and notarized by the CONTRACTOR covering the Work performed during the month covered by the partial payment estimate and supported by such data as the OWNER, or the Owner's Representative, may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. The Owner's Representative will within twenty (20) days (excluding Saturdays, Sundays and holidays) after receipt of each partial payment estimate do one of the following: 1) indicate in writing his approval of payment and present the partial payment estimate together with a certificate for payment to the OWNER; 2) submit to the OWNER a Certificate for Payment for partial payment recommending payment by the OWNER of such other amounts as the Owner's Representative shall consider is due the CONTRACTOR, informing the CONTRACTOR and the OWNER and of the reason for his recommendation; or 3) return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter two instances, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will within fifteen (15) days of approval by the Owner's Representative of a certificate of payment, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate.

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5.04 Issuance of Certificate for Payment; Representations

The issuance of Certificate of Payment by the Owner's Representative will constitute a representation to the OWNER, based on his observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualification stated in his Certificate) and that the CONTRACTOR is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Owner's Representative shall not be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the monies previously paid on account of the Contract Sum. Issuance of Certificate of Payment does not constitute a waiver of the OWNER's rights under this Section.

Retainage - Except as State Law otherwise provides, the OWNER shall withhold five percent (5%) of the amount of each progress payment as retainage.

5.05 Payments Withheld

- A. The Owner's Representative may decline to certify payment and may withhold his Certificate in whole or in part, to the extent reasonably necessary to protect the OWNER, if in his opinion he is unable to make representations to the OWNER as provided herein, or in order to protect the OWNER. If the Owner's Representative is unable to make representations to the OWNER and to certify payment in the amount of the Application, or he is unable to certify payment in the amount of the application to protect the OWNER, he will notify the CONTRACTOR.
- B. If the CONTRACTOR, Owner's Representative, and the OWNER cannot agree on a revised amount, the Owner's Representative will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the OWNER. The Owner's Representative may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued or require a bond satisfactory to the OWNER to substitute for such nullification, to such extent as may be necessary in his opinion, to protect the OWNER from loss from the following, including but not limited to:
 - 1. Defective work not remedied;
 - 2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
 - 3. Failure of the CONTRACTOR to make payments properly to Subcontractors for labor, materials or equipment;
 - 4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - 5. Damage to the OWNER or another CONTRACTOR;
 - 6. Reasonable evidence that the Work will not be completed within the Contract Time; or
 - 7. Persistent failure to carry out the Work in accordance with the Contract Documents;
 - 8. Failure of CONTRACTOR to maintain records.

When the above grounds are removed, payments shall be made for amounts withheld because of them.

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5.06 Inclusion of Materials and Equipment in Estimates

Payments may be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the OWNER, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the CONTRACTOR of bills of sale or such other procedures satisfactory to the OWNER to establish the OWNER's title to such materials or equipment or otherwise protect the OWNER's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site. The CONTRACTOR shall be responsible for proper storage of the material and for providing protection from loss of materials or any damage.

5.07 Liens

The CONTRACTOR warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the OWNER either by incorporation in the construction or upon the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

5.08 Payments to Subcontractors

The CONTRACTOR shall be required to submit a completed Certification Disbursement of Periodic Previous Payment to Subcontractors form (700-010-38) with each request for partial payment estimate. Failure to submit the required certification will result in the request for partial payment estimate being rejected and returned to the CONTRACTOR.

The CONTRACTOR shall promptly pay each Subcontractor, upon receipt of payment from the OWNER, out of the amount paid to the CONTRACTOR on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the CONTRACTOR on account of such Subcontractor's Work less any back charges or other items specified in the between the CONTRACTOR and Subcontractor. The CONTRACTOR shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Subcontractors in similar manner. Nothing hereby shall be deemed to make subcontractors, material-men, or other supplies of labor or materials to be parties to this contract, third party beneficiaries thereof, or create privity in any way with the OWNER, either equitable or legal in nature.

5.09 Subcontractors - Obligations of the OWNER

The OWNER shall not have any obligation to pay or to see to the payment of any moneys to any Subcontractor or Sub-subcontractor except as may otherwise be required by this Contract or law.

5.10 Payment Upon Substantial Completion

Upon Substantial Completion of the Work and upon application by the CONTRACTOR and certification by the OWNER, the OWNER shall make payment, if any, for such Work as provided in the Contract Documents.

5.11 Procedures for Final Completion Certificate for Payment

Following the Owner's Representative issuance of the Certificate of Substantial Completion of the Work, and the CONTRACTOR's completion of the Work, the CONTRACTOR shall forward to the Owner's Representative a final Application for Payment. Upon receipt, the Owner's Representative will make any necessary evaluations, and will make necessary inspection. When the Owner's Representative finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner's Representative will issue a Certificate for Payment which will approve the final payment due the CONTRACTOR. This approval will constitute a representation that, to the best of the Owner's Representative knowledge, information and belief, and on the basis of observations and inspections, the Work has been completed in accordance with the Terms and Conditions of the Contract Documents and that the entire balance found to be due the CONTRACTOR, and noted in said Certificate, is due and payable. The Owner's Representative approval of said project Certificate for Payment will constitute a further representation that the conditions precedent to the CONTRACTOR being entitled to final payment as set forth in Subsection 5.13 have been fulfilled.

5.12 Conditions Precedent to Final Payment

The final payment shall not become due until the CONTRACTOR submits to the OWNER or the Owner's Representative: 1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; 2) consent of surety to final payment; 3) if required by this Contract or applicable law or ordinance, and other documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Work, to the extent and in such form as may be designated by the OWNER; 4) items as required herein this Contract; If any Subcontractor refuses to furnish a release or waiver required by the OWNER, the CONTRACTOR may furnish a bond satisfactory to the OWNER to indemnify OWNER against any such lien. If any such lien remains unsatisfied after all payments are made and a bond satisfactory to the OWNER to indemnify OWNER against any such lien is not provided by the CONTRACTOR, the CONTRACTOR shall pay on demand to the OWNER all moneys that the OWNER may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

5.13 Delay Between Substantial and Final Completion

If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the CONTRACTOR or by the issuance of a Contract modification (Change Order) affecting final completion, the OWNER shall, upon application by the CONTRACTOR, certified by the OWNER and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, the written consent of the surety to the payment of the balance due, for that portion of the Work fully completed and accepted, shall be submitted by the CONTRACTOR to the OWNER prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

5.14 Final Payment - Waiver of Claims by the OWNER

The making of Final Payment shall constitute a waiver of all claims by the OWNER except those arising from:

1. Unsettled liens;
2. Faulty or defective work appearing after final payment;
3. Failure of the work to comply with the requirements of the Contract Documents; or
4. An error in partial or final payment.

5.15 Final Payment - Waiver of Claims by the CONTRACTOR

The acceptance of final payment shall constitute a waiver of all claims by the CONTRACTOR except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final Application for Payment.

ARTICLE 6.00 THE OWNER'S REPRESENTATIVE

6.01 Responsibilities

The Owner's Project Representative, hereinafter referred to as Owner's Representative, will provide administration of the Contract Documents as hereinafter described.

6.02 Representation

The Owner's Representative will be involved in all phases of the Project. The Owner's Representative will advise and consult with the OWNER. Unless otherwise provided in the Contract Documents, the OWNER's instructions to the CONTRACTOR shall be forwarded through the Owner's Representative. The Owner's Representative will have authority to act on behalf of the OWNER only to the extent provided in the Contract Documents, unless otherwise modified by written instrument signed by the OWNER.

6.03 Site Visits

The Owner's Representative will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Owner's Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

6.04 Construction Methods

The Owner's Representative or any other employee of the OWNER will not be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, except as mandated by the Contract Documents, or for safety precautions and programs in connection with the Work, and will not be responsible for the CONTRACTOR's failure to carry out the Work in accordance with the Contract Documents. The Owner's Representative or any other employee of the OWNER will not be responsible for or have control or charge over the acts or omissions of the CONTRACTOR, Subcontractors, Sub-subcontractors, or any of their agents or employees, or any other persons performing any of the work.

6.05 Access to Site

The Owner and the Owner's Representative shall at all times have reasonable access to the Work wherever it is in preparation and progress. The CONTRACTOR shall provide facilities for such reasonable access so the Owner's

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Representative may perform their functions under the Contract Documents.

6.06 Interpreter

The Owner's Representative will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder of the CONTRACTOR.

6.07 Reasonable Time

The Owner's Representative will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. The CONTRACTOR may make written request to the Owner's Representative for such interpretations. The decision of the Owner's Representative shall be final and binding upon the CONTRACTOR.

6.08 Claims Decisions

Claims, disputes and other matters in question between the CONTRACTOR and the OWNER shall be referred initially to the OWNER's Representative for review. The Owner's Representative shall make a recommendation to the OWNER, and after consultation with all parties, the OWNER will render a decision in writing with reasonable promptness.

6.09 Reasonable Intent

All interpretations and decisions of the Owner's Representative shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

6.10 Rejection of Work

The OWNER will have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Owner's Representative opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Owner's Representative will have authority to require special inspection or testing of the Work whether or not such Work be installed or completed. However, nothing shall give rise to any duty or responsibility of the OWNER to the CONTRACTOR, any Subcontractor, any of their agents or employees, or any other person performing any of the Work due to the Owner's Representative's authority to act nor any decision made in good faith to exercise or not to exercise such authority.

6.11 Testing and Inspection

- A. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the CONTRACTOR shall give the OWNER and the OWNER's Representative timely notice of its readiness so the OWNER and Owner's Representative may, observe such inspection, testing or approval. The OWNER shall bear all costs of such inspections, tests or approvals unless otherwise provided in the Contract Documents.
- B. If the Owner's Representative determines that any Work requires special inspection, testing, or approval, the OWNER will instruct the CONTRACTOR to order such special inspection, testing or approval, and the

CONTRACTOR shall give the OWNER timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than City, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Work should be covered up without approval or consent of OWNER, it must, if required by the OWNER, be uncovered for examination, and properly restored at Contractor's expense.

- C. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the CONTRACTOR shall bear all costs thereof, otherwise the OWNER shall bear such costs, including any additional costs incurred by CONTRACTOR and an appropriate Change Order shall be issued.
- D. Required certificates of inspection, testing or approval shall be secured by the CONTRACTOR and promptly delivered by him to the OWNER and Owner's Representative.
- E. If the OWNER or Owner's Representative wishes to observe the inspections, tests or approvals required by the Contract Documents, they will do so promptly and, if they so desire, at the source of supply.

6.12 Interpretation of Plans

On all plans, the figured dimensions shall govern in case of discrepancy between the scale and figures. The CONTRACTOR shall take no advantage of any known or discovered error or omission in the plans or of any discrepancy between the Plans and Specifications. The CONTRACTOR shall not proceed when in doubt to any dimension or measurement and shall request clarification from the Owner's Representative for fulfillment of the intent of the Plans and Specifications.

ARTICLE 7.00 THE OWNER

7.01 Permits and Fees

Unless otherwise modified by the Special Provisions, the OWNER shall pay for permits, governmental fees, licenses and inspections necessary to the proper execution and completion of the Work and which may be legally required to complete the project. **Application for permits and payment of permit fees required by Seminole County are the responsibility of the Contractor.**

7.02 Rights of Way and Easements

The OWNER shall provide for necessary rights of way or easements, which are required for the construction of the project.

7.03 Furnish Information

Information under the OWNER's control shall be furnished by the OWNER with reasonable promptness to avoid delay in the orderly progress of the Work.

7.04 Drawings and Specifications

The CONTRACTOR will be furnished, free of charge, two (2) full size copies of Drawings for the execution of the Work. Additional copies of the drawings/plans may be purchased from the OWNER by the CONTRACTOR at his expense.

ARTICLE 8.00 CONTRACTOR

8.01 Review of Contract Documents

The CONTRACTOR shall carefully study and compare the Contract Documents and shall at once report to the Owner's Representative any error, inconsistency or omission he may discover. The OWNER shall not be liable for damages resulting where the CONTRACTOR knew or should have known of such error, inconsistency or omission and nevertheless proceeded without informing the OWNER. Unless otherwise provided for by the Contract Documents, the CONTRACTOR shall perform no portion of the Work at any time without Contract Documents for such portion of the Work including Construction Drawings and Construction Specifications and, where required, approved Shop Drawings or Samples for such portion of the Work.

8.02 Supervision of Work and Construction Documents

- A. The CONTRACTOR shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. The CONTRACTOR agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in an acceptable manner all work required for the construction of the Project, in strict compliance with the Contract Documents.
- B. In addition to the other responsibilities set forth herein, the CONTRACTOR shall have the following responsibilities pursuant to the contract document. The services described shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned herein.
 - 1. Discuss the schedule with potential subcontractors of work before awarding any subcontracts and review each potential subcontractor's submission and qualifications with regard to the ability of each of the potential subcontractors to perform the work in a good and workmanlike manner and to complete the work in the time set forth in the Contract Documents.
 - 2. Require Subcontractors as a term of their respective Subcontracts to agree to meet the project schedule which applies to each of them.
 - 3. If applicable, advise the Owner's Representative and OWNER on the separation of the project into subcontracts for various categories of work. Provide, in such separation, that the work of the subcontractors is coordinated, all requirements for the project have been assigned to appropriate subcontractors or provided by the CONTRACTOR, and proper coordination has been provided for construction.
 - 4. Provide administrative, management, supervision, and related services as required to coordinate work of the Subcontractors with each other and with the activities and responsibilities of the Construction Team to complete the Project in accordance with the Contract Documents. Provide sufficient organization, personnel, management and supervision to carry out the requirements of the Work.
 - 5. Provide cash flow forecast report and updates as needed for the Contract Sum and incorporate approved changes as they occur.
 - 6. Maintain cost accounting records on authorized Work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, other Work requiring accounting records, or allowance costs for materials and any associated labor.
 - 7. Provide a safety program prior to construction start for the Project subject to Owner's Representative review and coordinate the Subcontractor's participation in the safety program.
 - 8. Be responsible for construction means, methods, techniques, sequences and procedures employed

by it and Subcontractors in the performance of the Work and for the failure of it or of any Subcontractor to carry out Work in accordance with the Contract Documents.

9. Consult with the Owner's Representative for interpretations of the meaning and intent of the Drawings and Specifications. Consult with the Owner's Representative for interpretations of the meaning and intent of the Drawings and Specifications.
 10. Receive, review, and approve all Shop Drawings, Product Data, Samples and other submittals from the Subcontractors. Coordinate them with information contained in related contract documents and transmit approved submittals consistent with the Contract Documents to the Owner's Representative. Samples will be provided by the CONTRACTOR to the OWNER for approval. Thereafter, samples will be maintained by the CONTRACTOR.
- C. The CONTRACTOR shall be responsible to the OWNER for the acts or omissions of his employees, subcontractors, sub-subcontractors, their agents and employees, as well as other persons performing any of the Work under a contract with the CONTRACTOR. References in the Contract Documents to the acts or omissions of the CONTRACTOR shall include the acts and omissions of his employees, subcontractors, sub-subcontractors, their agents and employees, as well as any other persons performing the Work under contract with the CONTRACTOR.
 - D. The CONTRACTOR shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's Representative in his administration of the Contract Documents, or by inspections, tests or approvals required or performed by persons other than the CONTRACTOR.
 - E. The CONTRACTOR shall provide and maintain in a neat and uniform condition, such accommodations for the use of his employees as may be necessary to comply with the requirements of the State Board of Health.
 - F. The CONTRACTOR shall conduct his work so as to interfere as little as possible with business or public travel. He shall, at his own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and he shall be liable for all damages occasioned in any way by his act or neglect or that of his agents or employees.
 - G. The CONTRACTOR shall see that his activities and the activities of his Subcontractors shall meet any applicable noise abatement performance standards for dewatering pumps, air compressors and other construction equipment as set forth in the Seminole County and/or City of Casselberry Noise Ordinance, if applicable.
 - H. Precaution shall always be exercised for the protection of persons and property. The safety provisions of applicable laws shall be observed. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Florida Department of Transportation (FDOT) Specifications, to extent that such provisions are consistent with applicable law and with the scope of work herein.
 - I. The CONTRACTOR shall submit for OWNER approval a Maintenance of Traffic Plan prior to the beginning of construction. The Maintenance of Traffic Plan shall be approved by the OWNER or the Owner's Representative.
 - J. As applicable to the project, the CONTRACTOR shall have a responsible person available near the work site on a twenty-four (24) hour basis, seven (7) days a week, in order that he may be contacted in case of emergencies. This responsible person's name and phone number will be provided to the Florida Highway Patrol and local

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law enforcement agencies for contact in case of emergency.

- K. The CONTRACTOR shall have a worksite traffic supervisor, certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal, who will be responsible.
- L. The CONTRACTOR shall be responsible for having a professional land surveyor perform the initial job layout work locating all storm water drainage structures, piping, etc. in relation to existing utilities. This is being done in an effort to reduce conflicts with existing utilities during construction and if any conflicts are found, to allow time for correction prior to actual commencement of construction operations.
- M. Upon completion of all required work under this contract, the CONTRACTOR shall be responsible for having a professional land surveyor submit a set of signed and sealed Record Drawings (As-Built) to the OWNER, which reflect any and all changes, as well as existing conditions.

8.03 Labor and Materials

- A. The CONTRACTOR shall provide and pay for all labor, materials, subcontracts, equipment, tools, construction equipment and machineries, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- B. Where the words “or equal” or “equal to” appear in Specifications, they shall be interpreted to mean an item or material or equipment similar to that named and which is suited to the same use and capable of performing the same function and be of the same quality as the named. Such material shall not be purchased or used without prior written approval by the OWNER.
- C. The CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ in the Work any unfit person or anyone not skilled in the task assigned to him.
- D. The CONTRACTOR shall provide suitable storage for all materials to be used in the Work so that their quality shall not be impaired or injured. Materials that are improperly stored so that such materials no longer conform to the Plans and Specifications may be rejected by the Owner’s Representative. Materials shall be so placed that inspection may be promptly made.

8.04 Materials and Equipment Warranty

The CONTRACTOR warrants to the OWNER that all materials furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials. This warranty is not limited by, but is in addition to the, provisions of Article 14.00.

8.05 Taxes

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the CONTRACTOR which are legally enacted as of the effective date of this Contract.

8.06 Notices

- A. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful

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order of any public authority bearing on the performance of the Work.

- B. If the CONTRACTOR observes that any of the Contract Documents are at variance with applicable laws, statutes, ordinances, codes and regulations in any respect, he shall promptly notify the OWNER in writing, and any necessary changes in the Work shall be accomplished by appropriate Modification.
- C. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the OWNER in writing, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

8.07 Project Management

- A. The CONTRACTOR shall employ a competent full-time project manager assigned solely to this project and necessary personnel who shall be in attendance at the Project site during the progress of the Work. The project manager shall represent the CONTRACTOR and all communications given to the project manager shall be as binding as if given to the CONTRACTOR.
- B. The CONTRACTOR, his Subcontractors and Suppliers shall employ competent superintendents, foremen and workmen, and shall dismiss any person or persons employed by the CONTRACTOR, Subcontractors or Suppliers who shall misconduct himself or be incompetent or negligent in the due performance of his duty, and such person or persons shall not be employed again on the Work.

8.08 Shop Drawings, Product Data and Samples

- A. The CONTRACTOR shall maintain at the site for the OWNER one record copy of all Plans, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Owner's Representative during the Work and upon completion of the Work shall be delivered to the Owner's Representative for review. The Owner's Representative shall then deliver them to the OWNER.
- B. The CONTRACTOR shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work, all Shop Drawings, Project Data and Samples required by the Contract Documents.
- C. The CONTRACTOR shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents as they existed prior to the approval of particular Shop Drawings, Product Data or Samples, by the OWNER or Owner's Representative approval of such Shop Drawings, Product Data or Samples unless the CONTRACTOR has specifically informed the OWNER or Owner's Representative in writing of such deviation at the time of submission and the OWNER or Owner's Representative has given written approval to the specific deviation. The CONTRACTOR shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the OWNER or Owner's Representative approval thereof.
- D. The CONTRACTOR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the OWNER or Owner's Representative on previous submittals.
- E. No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the OWNER or Owner's Representative. All such portions of the Work shall be in accordance with approved submittals.

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8.09 Use of Site

- A. The CONTRACTOR shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.
- B. The CONTRACTOR shall confine his equipment, apparatus, the storage of materials and the operation of his workmen to the limits indicated by law, ordinances, permits, or direction of the OWNER or Owner's Representative and shall not unreasonably encumber the premises with his materials.
- C. The CONTRACTOR at all times when Work under this Contract is being performed at the job site must either be personally present at the project or be represented at the project by an Agent designated by the Project Manager in written notice to the OWNER prior to the beginning of the Work. Such notification shall include pertinent data as to addresses, phone numbers, etc. where said Agent or Agents may be contacted at any time of the day or night. The Project Manager may, during the course of the Work, change his designees by written notice provided above.

8.10 Site Clean Up

1. The CONTRACTOR shall fill all holes, clean up and restore the project site(s) to the former condition upon completion of all work, including, rights-of-way and easements for access thereto, and other lands designated for use by the CONTRACTOR in performing the Work.
2. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR.
3. Upon completion of the Work and before final payment, the CONTRACTOR shall remove from the premises all waste, surplus materials and debris from and about the project. If the CONTRACTOR fails to clean up at the completion of the Work, the OWNER may do so and the cost thereof shall be charged to the CONTRACTOR.

8.11 Request for Information

The CONTRACTOR shall identify which requests for information or response from the OWNER have the greatest urgency and those items which require prioritizing in response by the OWNER. The CONTRACTOR shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the project and the CONTRACTOR. If the OWNER claims that the CONTRACTOR'S expectations for a response are unreasonable, the OWNER shall require the OWNER to communicate such claim to the CONTRACTOR in writing together with the specific time necessary to respond and the date upon which such response will be made. If the CONTRACTOR believes that the OWNER is not providing timely services or responses, the CONTRACTOR shall notify the OWNER of same in writing not less than two (2) weeks before the CONTRACTOR believes performance or response time from the OWNER is required without risk of delaying the Project.

8.12 Safety and Protection

The CONTRACTOR shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the Work and other persons and organizations who may be affected thereby;
2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the

project site; and

3. Other property at the project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement and during construction.

The CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. The CONTRACTOR shall provide reasonable maintenance of traffic for the public and preservation of the OWNER'S business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed.

8.13 Project Schedule Using CPM Network Analysis

- A. Within ten (10) days of the OWNER's Contract approval the CONTRACTORS shall submit to the OWNER a project schedule, which shall be subject to OWNER review and approval. The scheduling of the construction is the responsibility of the CONTRACTOR.
- B. The CONTRACTOR acknowledges and agrees that its Construction Schedule must be flexible in order to accommodate and allow for his coordination with operation of the OWNER and the work of separate contractors relating to the project. The OWNER will review the CONTRACTOR's Construction Schedule for compatibility with OWNER operations, and if appropriate, the work of separate contractors. CONTRACTOR agrees to hold meetings with the OWNER and separate contractors to resolve any conflicts and to revise his Construction Schedule as reasonably required. Activities or events where the contractors are dependent on each other shall be identified and reflected in the Schedule.
- C. The Contractors shall utilize Microsoft® Project® software as supplied by Microsoft®. The software shall be compatible with Windows based computers. Alternate scheduling software systems may be submitted for OWNER approval.
 1. The format of the CPM network analysis schedule shall consist of time scaled network logic diagrams and accompanying schedule reports generated by the Microsoft® Project® software, as outlined below.
 2. The plots of the time scaled logic diagrams shall not be smaller than nominal size of 11 inches by 17 inches with title block on each sheet, unless otherwise approved by the OWNER.
 3. The computer-generated schedule reports shall be legal size paper, and shall include a tabulation of each activity shown on the detailed network diagrams. Bar chart schedules showing last month's target schedule shall be included. The following information shall be furnished as a minimum for each activity:
 - a. Predecessor and successor activity numbers
 - b. Activity description
 - c. Original duration of activity (work days)
 - d. Early start date

- e. Early finish date
 - f. Actual start date
 - g. Actual finish date
 - h. Total float (work days)
 - i. Percentage of activity completed
 - j. Area code identifying the area in the project for each activity. An example of area codes might be 15 + 00 to 90 + 00
 - k. Responsibility code for each activity identifying the various subcontracted work by Subcontractor and the work being done by the CONTRACTOR directly
 - l. Phase code for each activity identifying the various work phases such as structure, finishes, earthwork, pipe, etcetera.
- D. All schedule submittals including revisions and updates shall include one copy of the schedule data CD's or flash drives with label(s) identifying the P3 file name. The CD's or flash drives shall be properly packaged and shipped so as to prevent damage or loss to the data. Other file sharing systems may be used upon mutual agreement of the OWNER and CONTRACTOR.
- E. Required Reports: The following reports are to be furnished by the CONTRACTOR with each required submission including updates:
- 1. Schedule Report listing the current status of all activities sorted by the activity number.
 - 2. Total Float Report listing all uncompleted activities sorted first by the total float then by early start date.
 - 3. Successor/Predecessor Report (Precedence Diagram Method only).
 - 4. A time scaled logic diagram as per Paragraph C of this Subsection.
 - 5. Early Start Report listing all activities sorted by early start then early finish.
 - 6. Area Report listing activities within specific areas sorted by area, early start and then early finish.
- F. Once the schedule has been reviewed and accepted, it shall then be used by the CONTRACTOR for planning, organizing, and directing the work, reporting progress, demonstrating the impact of changes, and requesting payment for work accomplished. If the CONTRACTOR thereafter desires to make changes to activity data or the schedule logic or to add or delete activities other than the routine changes made monthly to update progress, the Owner's Representative shall be notified in writing prior to the next schedule update, stating the reasons for the changes. If the Owner's Representative considers these changes to be of major nature, the CONTRACTOR may be required to submit reviewed, time-scaled network logic diagrams, required reports, and data diskettes for review by the Owner's Representative at no additional cost. A change is considered major in nature if it is not readily apparent that the change could have no effect in the projected completion date for all or any portion of the Work.
- G. As a condition precedent to processing the monthly Progress Payment, the CONTRACTOR shall submit an acceptable schedule update. The CONTRACTOR shall make entries on the preceding Schedule Report to show actual progress, to identify those activities started and those completed during the previous period, to show the estimated duration (in work days) required to complete each activity started but not yet completed, to indicate the percentage of the activity's cost payable to the CONTRACTOR and to reflect any changes in the network diagrams. Change Orders shall be shown on the update report. The CONTRACTOR shall submit a narrative describing the major items of progress and the changes to the Schedule. Contract sums shall be evaluated on the basis of projected completion date relative to the contractual completion date. The OWNER

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shall have the right to withhold additional retainage from progress payments upon receipt of updated schedules if any projected completion date is beyond the required completion date pending receipt of an acceptable revised schedule showing completion within the contract time.

8.14 Use of Subcontractors

If the CONTRACTOR should subcontract any part of this Contract, the CONTRACTOR shall be as fully responsible to the OWNER for acts and omissions of his Subcontractor and the Subcontractor's own employees, subcontractors, supplier, material-men, and any employees of the subcontractor's employees, subcontractors, suppliers, and material-men, and any additional tier of employees, subcontractors, material-men, and suppliers working through a Subcontract under this Contract as he is for the acts and omissions of persons directly employed by himself.

ARTICLE 9.00 - COMMUNICATIONS

9.01 Press Releases and Confidentiality of Information

The CONTRACTOR agrees that no press releases, articles for professional journals, speeches, or other kinds of publicity concerning the Project shall be released, made or generated by the CONTRACTOR or its employees without the OWNER's prior written consent.

9.02 Project Managers

The OWNER and the CONTRACTOR have identified individual(s) as Project Manager(s), 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 OWNER. If the OWNER or the CONTRACTOR replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. The OWNER will notify the CONTRACTOR, in writing, if the current OWNER Project Manager is replaced by another individual.

City's Project Manager

Jiovani Charres
Senior Utility Engineer
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707
Telephone: (407) 262-7725, Ext. 1761
jcharres@casselberry.org

Contractor's Project Representative

David K. Jewett
Project Manager
Masci General Contractor, Inc.
5752 S. Ridgewood Avenue
Port Orange, Florida 32127
Telephone: (386) 322-4500
davidjewett@mascigc.com

9.03 Written Notices

Whenever any notice, demand, or request is required or permitted, 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 addresses below.

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OWNER

Tara Lamoureux, Utilities Director
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707
tlamoureux@casselberry.org
Telephone: 407-262-7700

Owner's Representative

Procurement Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

CONTRACTOR

David J. Jewett
Masci General Contractor, Inc.
5752 S. Ridgewood Avenue
Port Orange, Florida 32127
davidjewett@mascigc.com
Telephone: (386) 322-4500

City Project Representative

Jiovani Charres, Senior Utility Engineer
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

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 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.

The representatives of the parties and the addresses for representatives may be changed at any time by notifying the other party in writing of the change.

ARTICLE 10.00 OPEN

ARTICLE 11.00 PROTECTION OF PERSONS AND PROPERTY

11.01 Safety Precautions and Programs

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

11.02 Safety of Persons and Property

A. The CONTRACTOR shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees, workmen or craftsmen on the Work and all other persons who may be affected thereby

with attention to OSHA Sections 1926-C and 1926-E;

2. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the CONTRACTOR or any of his Subcontractors or Sub-subcontractors; and
 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
-
- B. The CONTRACTOR shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
 - C. The CONTRACTOR shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying OWNERS and users of adjacent utilities.
 - D. The CONTRACTOR shall take all reasonable steps to maintain access for all residences and businesses in conformance with Section 102-2.4 of the Florida Department of Transportation (FDOT) Specifications.
 - E. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the CONTRACTOR shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
 - F. The CONTRACTOR shall promptly remedy all damage or loss (other than damage or loss insured under Article 12 to any property referred to in Paragraphs (2) and (3) of Subsection 11.02 caused in whole or in part by the CONTRACTOR, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable and for which the CONTRACTOR is responsible under Paragraphs (2) and (3) of Subsection 11.02, except damage or loss attributable to the acts or omissions of the OWNER, or anyone directly employed by OWNER and not attributable in any part to the fault or negligence of the CONTRACTOR. The foregoing obligations of the CONTRACTOR are in addition to his obligations under Subsection 8.13.
 - G. The CONTRACTOR shall designate an individual at the site whose duty shall be the prevention of accidents. This person shall be communicated to the OWNER prior to the commencement of the work.
 - H. The CONTRACTOR shall not load or permit any part of the Work to be loaded so as to endanger its safety.
 - I. The performance of services pursuant to this Subsection 11.02 by the CONTRACTOR shall not relieve the subcontractors, suppliers, material men, or anyone furnishing goods and services to the job site of their responsibilities for the safety of persons and property, and for compliance with all federal, state, and local statutes, rules, regulations, and orders applicable to the conduct of the Work.

ARTICLE 12.00 INSURANCE AND BONDS

12.01 The CONTRACTOR's Liability Insurance

- A. The CONTRACTOR shall purchase and maintain at all times during the term of this Contract such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or Sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit act;

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2. Claims for damages because of bodily injury, occupational sickness or disease or death of his employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
 4. Claims for damages insured by usual personal injury liability coverage which are sustained: 1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR; or 2) by any other person;
 5. Claims for damages, other than to the Work itself, because of injury to employment of such person: 1) by the CONTRACTOR; or 2) by any other person; or destruction of tangible property, including loss of use resulting therefrom; and
 6. Claims for damages because of bodily injury or the death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The insurance required by Paragraph (1) of Subsection 12.01 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater.
- C. The insurance required by Paragraph (1) of Subsection 12.01 shall include contractual liability insurance applicable to the CONTRACTOR's obligations under Subsection 8.13.
- D. Certificates of Insurance acceptable to the OWNER shall be submitted to the Owner's Representative for transmittal to the OWNER prior to commencement of the Work. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the OWNER. In the event an insurance company sends notice that any insurance policy is to be canceled the CONTRACTOR will prior to the date set for cancellation in said notice, purchase and maintain complete coverage under the same terms and conditions of the prior policy. If the CONTRACTOR fails to obtain a policy, the OWNER may, but is not required to, purchase such policy and charge all costs associated therewith to the CONTRACTOR by use of a unilateral change order issued by OWNER. If the OWNER is damaged by the CONTRACTOR's failure to obtain or maintain such insurance then the CONTRACTOR shall pay all damage costs reasonably attributable thereto.
- E. Insurance. The 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 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.
- F. Limits. The Contractor and subcontractor shall maintain the types and minimum limits of insurance, 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) Liability each occurrence	\$1,000,000.00
b) Aggregate combined limit (policy year)	\$2,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
a) Each Occurrence	\$1,000,000.00

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b) Damage to Rented Premises (Each Occurrence)	\$50,000.00
c) Medical Expense (Any one Person)	\$5,000.00
d) Personal & Adv. Injury	\$1,000,000.00
e) General Aggregate	\$2,000,000.00
f) Products – Comp/OP AGG	\$2,000,000.00
Professional Liability (errors and omissions)	\$500,000.00
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 \$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.

- G. City as Additional Insured. The 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.
- H. Certificates of Insurance. Contractor and/or subcontractor shall provide the City's Procurement and Contract 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,
 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
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 – THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF CASSELBERRY, PROCUREMENT AND CONTRACT MANAGEMENT DIVISION, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707 or procurement@casselberry.org.**

- I. 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 Contractor's obligation to fulfill the insurance requirements specified herein.

- J. Subcontractors. The 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 Contractor shall maintain proof of same on file and make readily available upon request by the City.
- K. 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 Contractor and/or subcontractor providing such insurance.
- L. 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.

12.02 Property Insurance

- A. The CONTRACTOR shall purchase and maintain Builders Risk Insurance upon the entire Work at the site to the full insurable value thereof. This Insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the all risk insurance, the CONTRACTOR, at his cost shall effect and maintain similar property insurance on portions of the Work stored off site or in transit when such portions of the Work are to be included in an Application for Payment.
- B. The CONTRACTOR shall purchase and maintain General Liability Insurance to protect the OWNER against any claims arising during or from this project.
- C. Any loss insured under Paragraph (A) of Subsection 12.02 is to be adjusted with the OWNER and made payable to the OWNER as trustee for the insured, as their interests may appear, subject to the requirements of Paragraph (G) of Subsection 12.02. The CONTRACTOR shall pay each affected Subcontractor a just share of any insurance monies received by the CONTRACTOR, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to his Sub-subcontractors in similar manner.
- D. If the CONTRACTOR requests in writing that insurance for risks other than those described in Paragraph (A) of Subsection 12.02 or other special hazards be included in the property insurance policy, the OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to the CONTRACTOR by appropriate change Order.
- E. The OWNER and CONTRACTOR waive all rights against: 1) each other and the Subcontractors, Sub-subcontractors, agents and employees of the other; and 2) separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damages to the extent covered by insurance obtained pursuant to this Subsection 12.02 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such insurance held by the OWNER and the trustee. The OWNER or the CONTRACTOR, as appropriate, shall require of the separate subcontractors and sub-subcontractors by appropriate written agreements, where legally required for validity, similar waivers each in favor of all other parties as enumerated in this Paragraph.
- F. The OWNER as Trustee shall deposit in a separate account any money received as a result of an insured loss and he shall distribute it in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate change order.

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- G. The OWNER as Trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five (5) days after the occurrence of loss to the OWNER's exercise of his power. If such objection shall be made the dispute shall be referred to the Owner's Representative, who, after consultation with the OWNER, shall render a decision, subject to the provisions of Article 6.08 of this agreement.

12.03 Notice of Claim

Claims by either the City or Contractor must be initiated by written notice to the other party and to the City's Procurement Manager. See Claims and Disputes.

12.04 Notice of Occurrence, Accident, Injury or Damage

The CONTRACTOR shall promptly notify the Owner's Representative, in writing, of any accident or occurrence involving injury to persons or damage of property during the course of construction. The report shall be made notwithstanding the fact that no injury or damage may be apparent at the time of the accident or occurrence. A copy of a doctor's report of examination will also be furnished.

12.05 Payment and Performance Bond

Prior to the construction commencement date, the CONTRACTOR shall obtain, for the benefit of and directed to the OWNER, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR of its obligations under the contract documents, including but not limited to the construction of the project on the project site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and material men. The surety selected by the CONTRACTOR to provide the Payment and Performance Bond shall be approved by the OWNER prior to the issuance of such bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition. For changes in the work that result in an increase in the contract sum, OWNER reserves the right to require the CONTRACTOR to secure and deliver additive riders to the Payment and Performance Bond.

ARTICLE 13.00 CHANGES IN THE WORK

13.01 Cost Determination

Except as otherwise modified herein, pursuant to the Florida Department of Transportation (FDOT) Standard Specifications, the cost or credit to the OWNER resulting from a change in Work shall be determined as follows:

- A. Mutual acceptance of a lump sum or fixed fee properly itemized and supported by sufficient substantiating data to permit evaluation.
- B. By unit prices stated in the Contract Documents or otherwise mutually agreed upon; or
- C. If none of the methods set forth in Subparagraphs (A) and (B) of this section is agreed upon, the cost of such work shall then be determined by the Project Manager, in consultation with the Engineer, on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in Contract Sum, an allowance for overhead and profit.
On self-performed work, the allowance shall be 10% plus cost of the bond. On subcontracted work, the allowance shall be 10% of subcontractor cost plus 5% for general contractor plus cost of bond. In such cases,

including (A) and (B) above, the CONTRACTOR shall keep and present in such form as the OWNER and the Owner's Representative may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order.

- D. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: 1) cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; 2) workers' or workmen's compensation insurance; 3) bond premiums; and 4) rental value of equipment and machinery. Pending final determination of cost to the OWNER payments on account shall be made on the Owner's Representative's Certificate of Payment, unless otherwise provided in the Contract.
- E. The amount of credit to be allowed by the CONTRACTOR to the OWNER for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Owner's Representative, after consultation with the Owner. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured based on net increase, if any, with respect to the change, unless otherwise provided in the agreement.

13.02 Claims for Additional Time

- A. Claims for additional time shall be made pursuant to Article 3. Denial of Claims for additional costs and/or time shall not be grounds for the CONTRACTOR to suspend the Work or terminate the Agreement.

13.03 Changes to Work - Owner

- a. Without invalidating this Contract and without notice to any surety, the OWNER reserves and shall have the right from time to time to make such increases, decreases, or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner.
- b. Any extra or additional Work within the scope of this project must be accomplished by means of appropriate Field Orders, Supplemental Instructions or Change Orders.
- c. Any changes to the terms of this Contract must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any Work reflecting such change. This section shall not prohibit the issuance of change orders executed only by the OWNER as hereinafter provided.

13.04 Revision to Drawings and Specifications

- a. The right is reserved for the OWNER either before or after Commencement of Work, to make alterations in the plans, or in the character of the Work as may be considered necessary or desirable to complete fully the proposed construction, provided such alterations do not change materially the Project Scope. Such alterations shall not be considered as a waiver of any conditions of the Agreement nor to invalidate any of the provisions thereof.
- b. Should such alterations in the plans result in an increase in the Scope of the Work to be performed, a fair and equitable change in the Contract Sum and Contract Time shall be agreed upon in writing by the CONTRACTOR and the OWNER before such work is begun. Such change shall be affected by a Change Order.
- c. Should such alterations result in a decrease in the Scope of the Work, such change shall be affected by a Change Order.

13.05 Minor Changes in the Work

- a. The OWNER shall have authority to order minor changes in the Work which do **not involve adjustment of the Contract Sum** or extension of the contract time and is not inconsistent with the intent of the contract documents.
- b. Such change will be affected by written order signed by the OWNER and shall be binding on the OWNER and CONTRACTOR. The CONTRACTOR shall abide by and perform such minor changes. Such changes shall be affected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the construction team and displayed monthly in the progress reports. Because such changes shall not affect the contract sum to be paid to the CONTRACTOR, they shall not require a Change Order pursuant to Section 13.08.

13.06 Emergencies

In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the contract sum or extension of time claimed by the Contractor because emergency Work shall be determined as provided in Article 13. However, whenever practicable, the Contractor shall obtain verbal concurrence of the Owner's Representative where the act will or may affect the contract sum or contract time.

13.07 Concealed Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the contract documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner's Representative before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Owner's Representative will promptly investigate such conditions and, if the Owner's Representative determines that they differ materially and cause an increase or decrease in adjustment in the contract sum or contract time, or both. If the Owner's Representative determines that the conditions at the site are not materially different from those indicated in the contract documents and that no change in the terms of the contract is justified, the Owner's Representative shall promptly notify the Contractor in writing, stating the reasons. If either party disputes the Owner's Representative's determination or recommendation that party may proceed as provided in Section 15.06, Claims and Disputes.

13.08 Change Orders/Adjustments to Contract Sum

Change Order Generally: The increase or decrease in the contract sum resulting from a change authorized pursuant to the contract documents shall be determined:

1. By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Owner; or
2. By unit prices stated in the Agreement or subsequently agreed upon; or
3. By any other method mutually agreeable to the Owner and Contractor.

If the Owner and Contractor are unable to agree upon increases or decreases in the contract sum and the OWNER certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written change order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. In the event a change order is issued under these conditions, the Owner, through the Owner's Representative, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the project. The amount of any decrease in the contract sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

13.09 Unit Prices

If unit prices are stated in the contract documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed change order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices and contract sum shall be equitably adjusted.

13.10 Unauthorized Work

The Contractor shall not be entitled to an increase in the contract sum or an extension of the contract time with respect to any Work performed that is not required by the contract documents.

13.11 Estimates for Changes

- A. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, the CONTRACTOR shall submit an initial cost estimate acceptable to the OWNER and contract administrator.
- B. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
- C. Whenever a change involves the CONTRACTOR and one or more subcontractors and the change is an increase in the contract price, overhead and profit percentage for the CONTRACTOR and each subcontractor shall be itemized separately.
- D. Each change order must state within the body of the change order whether it is based upon unit price, negotiated lump sum, or "cost of the work".

13.12 Form of Proposed Changes

The form of all submittals, notices, change orders, and other documents permitted or required to be used or transmitted under the contract documents shall be determined by the OWNER. Standard OWNER forms shall be utilized.

13.13 Hazardous Materials

- A. In the event the Contractor encounters on the project site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances. The Contractor shall immediately stop Work in the area affected and report the condition to the Owner in writing. The Work in the

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affected area shall not thereafter be resumed except by a change order or written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the project site has been rendered harmless, in accordance with the final determination by the Owner's Representative or other appropriate professional employed by the Owner.

- B. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the project site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its bid or (Guaranteed Maximum Price proposal), as it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the contract sum and or contract time shall be made in accordance with this Article 13.

ARTICLE 14.00 CORRECTION OF WORK, WARRANTY

14.01 Uncovering of Work

All costs for uncovering Work not inspected and any reconstruction due to lack of reasonable prior notice shall be borne by CONTRACTOR at its sole cost and expense. Any time billed by inspectors for inspection where the Work is not ready to be inspected shall be at Contractor's sole cost and expense. If any members of the Project team are to observe said inspections, tests or approvals required by the Contract Documents, they shall be notified in writing by the Contractor of the dates and times of the inspections, tests or other approvals.

14.02 Correction of Work Substantial Completion

The Owner's Representative will develop a list of defective and non-conforming items failing to conform to the Contract within 30 days of substantial completion. The Punch List will be made available to the CONTRACTOR for review within five days of completion of the List. The CONTRACTOR shall correct all Work as identified on the Punch List whether observed before or after Substantial Completion and whether or not installed or completed. Correction of work and final completion shall be accomplished within 30 days after receipt of the Punch List Items by the CONTRACTOR. The CONTRACTOR shall bear all costs of correcting such rejected Work and non-conforming work, including compensation for any additional inspection and/or testing services made necessary thereby.

14.03 Warranty and Guarantee

- A. The CONTRACTOR warrants to the OWNER that all materials and equipment furnished under this contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the Owner's Representative, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B. If, within one (1) year after Final Acceptance or such longer period of time as may be prescribed by the terms of any applicable special warranty required by this Contract, or by any specific provision of this Contract, any of the Work is found to be defective or not in accordance with this Contract, Contractor, after receipt of written notice from City, shall promptly correct such defective or nonconforming Work within the time specified by City without cost to City, to do so. In addition, and not by way of limiting any other provision of the Contract Documents, the CONTRACTOR together with his Surety unconditionally guarantee all

CONTRACTOR furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work. (This guarantee shall be exclusive of manufacturer's guarantee or warranties exceeding this period).

- C. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered or obligate the City to final acceptance. This obligation shall survive termination of this Contract. The OWNER shall give notice promptly after discovery of the condition
- D. Nothing contained in Subsection 14 shall be construed to establish a period of limitation with respect to any other obligation which the CONTRACTOR might have under the Contract Documents. The establishment of the time period of one (1) year after the Date of Final Acceptance or such longer period of time as may be prescribed by law relates only to the specific obligation of the CONTRACTOR to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CONTRACTOR's liability with respect to his obligations other than his obligation specifically to correct the Work himself. The CONTRACTOR's liability to pay for the cost to remedy Work not done in accordance with the Contract Documents is not limited by the Paragraph (B) (2) of Subsection 14.02.

14.04 Non-Conforming Materials

All materials not conforming to the requirements of the Specifications shall be considered as defective, and all such materials whether in place or not, shall be rejected and condemned and shall be immediately removed from the Work, unless otherwise permitted. No material which has been rejected, and the defects of which have been corrected or removed, shall be used until approval has been given by the Owner's Representative. The CONTRACTOR shall remove from the site all portions of the Work which are defective or nonconforming and which have not been corrected under Subsection 14.02, unless removal is waived by the OWNER.

14.05 Removal by OWNER

If the CONTRACTOR does not proceed with the correction of defective or nonconforming Work or with the removal of defective or nonconforming materials within a reasonable time fixed by written notice from the Owner's Representative, the OWNER may remove it and may store the materials or equipment at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the cost of such removal and storage within ten (10) days thereafter, the OWNER may upon ten (10) additional days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the cost of removal and correction that should have been borne by the CONTRACTOR, including compensation for any additional inspection or testing services made necessary thereby. If such proceeds of sale do not cover all costs which the CONTRACTOR should have borne, the difference shall be charged to the CONTRACTOR and an appropriate Change Order shall be issued. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the OWNER immediately upon demand.

14.06 Withholding Payment to CONTRACTOR or Suspension of Work

All work which has been rejected or condemned shall be remedied or, if deemed necessary, shall be removed or replaced in a manner acceptable by the OWNER, by the CONTRACTOR, at his own expense. In addition to the other remedies provided herein should the CONTRACTOR fail to remove rejected materials or fail or refuse to remedy or replace defective work, the OWNER may withhold a reasonable amount of the payment which is due

or which will become due, such amount to reflect the projected costs to remove rejected materials and/or remedy and replace defective work or he may suspend the affected work until such orders are complied with. Such withholding of payments or suspension of Work shall not be grounds for termination of this Contract by the CONTRACTOR.

14.07 Defective or Non-Conforming Work

- A. Owner shall have the authority to reject or disapprove Work which Owner finds to be defective or non-conforming. If required by Owner, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.
- B. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of this Contract within the time indicated in writing by Owner, City shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by City in making such removals, corrections, or repairs, shall be paid for out of any monies due or which may become due to Contractor, or may be charged against the Performance Bond. In the event of failure of Contractor to make all necessary repairs promptly and fully, City may declare Contractor in default.

14.05 Owner's Right to Carry Out Work

- A. If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the OWNER to commence and continue correction of such default or neglect with diligence and promptness, the OWNER may, after seven (7) days following receipt by the CONTRACTOR of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies.
- B. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the CONTRACTOR the cost of correcting such deficiencies, including compensation for any additional inspection, or testing services made necessary thereby.
- C. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the OWNER immediately upon demand by the OWNER to CONTRACTOR or the OWNER may recover the cost of the Work from the Bonding Surety. . In the event of failure of Contractor to make all necessary repairs promptly and fully, City may declare Contractor in default.

ARTICLE 15.00 TERMINATION AND SUSPENSION OF WORK; CLAIMS

15.01 Suspension of Work by the OWNER

If the CONTRACTOR fails to correct defective work or persistently fails to carry out the Work in accordance with the Contract Documents through its own acts or omissions, the OWNER may, by written order, order the CONTRACTOR to stop the work or any portion thereof, until the cause for such order has been eliminated.

15.02 Suspension of Work Contractor

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Contractor and City may otherwise agree in writing. Suspension of Work by Contractor during any dispute or disagreement with the City shall entitle the City to terminate this Contract for cause.

15.03 Duty to Protect Work

Should it become necessary to suspend the Work for an indefinite period, the CONTRACTOR shall at his own cost take every reasonable precaution to prevent damages or deterioration of the work performed.

15.04 Termination by the OWNER

- A. Procedure: In the event that any of the provisions of this Contract are violated by the CONTRACTOR or any of his Subcontractors or if the CONTRACTOR is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided for in the Contract Documents, to supply enough properly skilled workmen and proper materials to keep the Project on schedule, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if he fails to cure the reason for a suspension invoked by the OWNER pursuant to Subsection 17.01 after said suspension has been in effect for fifteen (15) days, then the OWNER may serve written notice upon the CONTRACTOR, and the Surety, of its intention to terminate this Contract and that unless within five (5) days after the serving of such notice upon the CONTRACTOR such violation shall cease or arrangements for correction satisfactory to the OWNER be made, this Contract shall upon expiration of said five (5) days, and upon a written notice of termination being delivered to the CONTRACTOR by OWNER cease and terminate. In the event of any such termination, the OWNER shall immediately serve notice thereof upon the Surety and the CONTRACTOR, and the Surety shall have the right to take over and perform this Contract provided, however, that if the Surety does not commence performance thereof within five (5) days from the date of the mailing to Surety of notice of termination, the OWNER may take over the Work and prosecute the same to completion in accordance with this Contract for the account and at the expense of the CONTRACTOR, and the CONTRACTOR and his Surety shall be liable to the OWNER for any excess cost occasioned the OWNER thereby, and in such event, the OWNER may take possession of and utilize in completing the work such materials, equipment, tools, and plans as may be on the site of the Work and necessary therefore.
- B. Costs: In the event that the OWNER terminates this Agreement, and the Costs of finishing the Work exceed the unpaid balance of the Contract Sum, the CONTRACTOR shall pay the difference to the OWNER. The amount to be paid to the OWNER shall be certified upon application. In the event the OWNER terminates this Contract, and the costs of finishing the Work do not exceed the unpaid balance of the Contract Sum. The OWNER may retain any unpaid balance.

15.05 Temporary Suspension of Work

Should the OWNER be temporarily prohibited or enjoined from proceeding with the Work herein contemplated, the CONTRACTOR shall not be entitled to any claim for damages and shall not be entitled to withdraw from the Contract except by and with the consent of the OWNER except as provided in this Subsection 15.06. The CONTRACTOR shall, however, be entitled to an extension of time for completion of the Work equal to the time of such interruption or delay as determined and certified by the Owner's Representative. If the Work is not resumed within thirty (30) days, the Contract may be terminated by the CONTRACTOR upon the CONTRACTOR giving thirty (30) days' notice and opportunity to cure, to the OWNER. If this Contract is so terminated, the CONTRACTOR shall be entitled to reimbursement of reasonable expenses for personnel assigned full time to the Project and all reasonable out-of-pocket expenses for such personnel from the date of execution of this Contract to the date the

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termination becomes effective and not already paid, and reasonable and verifiable contract costs incurred by the CONTRACTOR which were incurred prior to the termination of this Contract and which in turn the CONTRACTOR has no right of termination, suspension, or cancellation.

15.06 Claims and Resolution of Disputes

- A. Disputes. Disputes between the City and Contractor arising from the Contract Documents shall be governed by the laws of the State of Florida. Venue shall be in Seminole County, Florida. No action may be commenced or maintained unless all conditions precedent pursuant to the Contract Documents have been satisfied by the complaining party. Claims shall not be subject to arbitration unless by mutual consent of the parties. An award of attorney's fees to the prevailing party is expressly not authorized by this agreement. The parties to this Contract hereby expressly waive and forego any and all rights to trial by jury to the fullest extent allowed by law. No formula, equation, or other artificial means shall be used for proof of damages and proof of actual damages shall be required, except for liquidated damages.
- B. Notice of Claim. Claims by either the City or Contractor must be initiated by written notice to the other party and to the City's Procurement Manager.
- C. Initial Claim Decisions. Any Claim shall be first be reviewed and decided by the City's Procurement Manager in coordination with the City's Project Manager. In evaluating the Claim, the City's Procurement Manager may, but is not obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist in rendering a decision. The decision of the City's Procurement Manager shall (1) be in writing, (2) state the reasons therefore, (3) notify the parties of any change in the Contract terms to address the Claim, and (4) be provided to each party within (3) three days of the decision. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt of the decision, a written petition for mediation is filed with the non-objecting party. If the party fails to file for mediation within the required time period, then the party waives its right to mediate the subject Claim. The initial decision shall be required as a condition precedent to mediation of any Claim.

15.07 Mediation

Completion of pre-suit mediation is a condition precedent to litigation. This pre-suit obligation to mediate is a material and essential provision of this Contract, specifically enforceable if required. The parties shall endeavor in good faith or mutually agree upon an acceptable mediator. In the event the parties cannot agreed upon a mediator within thirty (30) days of a request for mediation, the Orlando office of the American Arbitration Association, upon the written request of either party, shall appoint a mediator from its pool of approved mediators. Unless otherwise mutually agreed, the mediation shall be held in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties will share the mediator's fee equally and each party will bear its own fees, costs and expenses for the mediation. Mediation discussions and negotiations are inadmissible in subsequent litigation between the parties. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction, however, absent the parties' agreement, mediation shall be non-binding. If the mediation does not result in an agreement between the parties, either party may proceed to court in Seminole County.

15.08 Continuation of Work

Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any initial Claim decision, mediation or litigation, and the City shall continue to make payments to the Contractor in accordance with the Contract Documents.

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15.09 Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, or hurricanes; (c) war, invasion, terrorist acts, or riot; (d) government order or law; (e) actions, embargoes, or blockades; (f) national or regional emergency; and (g) other events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 15 days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it, the other party may thereafter terminate this Agreement upon 10 days' written notice.

15.10 Rights, Remedies and Non-Waiver

- A. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- B. Except as otherwise provided in this Contract no action or failure to act by the OWNER or any employees of the OWNER or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the parties.
- C. No inspection, orders, measurements, or certificates made by the Owner's Representative, nor any payment or acceptance in whole or in part, nor extension of time, nor taking of possession by the OWNER shall operate as a waiver of the conditions of this Contract, or of any right to damages herein provided for except as otherwise provided in this Contract. No waiver of one breach of the Contract shall be construed as a waiver of another breach. Should an error be discovered in the partial or final payment or conclusive proofs of defective work or materials used by the CONTRACTOR be discovered after the final payment has been made, the OWNER reserves the right to claim and remove by process of law such sums as may be sufficient to correct the error or make good the defect in the Work and materials and all such additional sums to cover costs incurred by the OWNER as a result of the defective work.

ARTICLE 16.00 STANDARD REQUIREMENTS

16.01 Conflict of Interest

The CONTRACTOR represents and warrants unto the OWNER that no employee or agent of the OWNER has any interest, either directly or indirectly, in the business of the CONTRACTOR to be conducted herein. The CONTRACTOR further represents and 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 Contract, and that it has not paid, or agreed to pay, an person, company, corporation, including, by consolidation, joiner or in any other manner, any additional person not a party to this Contract except by written consent containing a specific

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reference to this Contract and signed by the OWNER, and any other person sought to be joined.

16.02 Legal Actions - Venue

Except as expressly prohibited by law, 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. 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 The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

16.03 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.

16.04 Data Management

Contractor shall comply with any and all applicable data management and cybersecurity regulations set forth in Florida Statutes 282.3185 and 501.171. The Contractor shall take reasonable measures to protect and secure electronic data containing personal information. In the event of a data breach, Contractor shall provide notice to the Department of Legal Affairs and to affected individuals as provided in Florida Statutes 501.171.

16.05 Indemnification

- A. The Consultant indemnifies, defends, and holds harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees where recoverable by law, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement, including all subconsultants. The CONSULTANT recognizes the broad nature of this indemnification and hold harmless clause 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, 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 CONSULTANT of its liability and obligation to hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CONSULTANT shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.
- B. The CONSULTANT agrees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement.
- C. In any and all claims against the City, or any of its officers or employees, by any person employed or utilized by the Consultant in the performance of this Agreement, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for

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the Consultant or any other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Consultant, or any other person or organization.

16.06 Copyright Infringement

The CONTRACTOR shall guarantee that all services performed under the awarded 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.

16.07 Successors and Assigns

The OWNER and the CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or subcontract it as a whole without the written consent of the other, nor shall the CONTRACTOR assign or encumber any moneys due or to become due to him hereunder, without the previous written consent of the OWNER.

16.08 Laws and Regulations

The CONTRACTOR shall comply with all applicable local, state and federal labor laws and regulations to the extent applicable to this project.

16.09 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.

16.10 Auditing, Records and Inspection

In the performance of this Contract, CONTRACTOR shall keep books, records and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Throughout the term of this Contract, books, records and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of OWNER or its designee, the Florida Department of Transportation, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives in accordance with F.S. 20.055(5) and shall be retained by CONTRACTOR, for a period of five (5) years after termination or completion of the Contract or until the full OWNER audit is complete, whichever comes first. The OWNER shall retain the right to audit the books during the five (5) year period. All books, records and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The OWNER also has the right to conduct and audit within sixty

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(60) days from the effective date of this Contract to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the OWNER. The OWNER has the right to terminate this Contract based upon the findings in this audit without regard to any notice requirement for termination.

16.11 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 OWNER to perform the services herein; and
 2. Upon request from the OWNER’s custodian of public records, provide the OWNER 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 OWNER; and
 4. Upon completion of the Agreement, transfer, at no cost, to the OWNER all public records in possession of the CONTRACTOR or keep and maintain public records required by the OWNER to perform the services herein. If the CONTRACTOR transfers all public records to the OWNER 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 OWNER, upon request from the OWNER’s custodian of public records, in a format compatible with the information technology systems of the OWNER.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to the OWNER. 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 OWNER. A CONTRACTOR who fails to provide the public records to the OWNER 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 OWNER, 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 OWNER’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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16.12 Assignment

- A. No assignment by the CONTRACTOR of the Contract or of any part thereof, or any monies due or to become due thereunder, shall be made without the prior written approval of the OWNER, which approval will be given only after the Surety on the Contract Bond has informed the OWNER in writing that it approves of such assignment being made.
- B. In the event the CONTRACTOR shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

16.13 Non-Appropriations

The OWNER's performance and obligation to pay under this contract is contingent upon an annual appropriation by the City of Casselberry Commission. The OWNER will endeavor with all due diligence to appropriate sufficient funds to defray expenses associated with this Contract throughout its duration and will not engage for similar services upon the loss of appropriations for a one (1) year subsequent period.

16.14 Employment Eligibility Verification (E-Verify)

Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract and shall result in the immediate termination of this Agreement without penalty to the City. The Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. Should the Agreement be terminated pursuant to this subsection, Contractor will not be eligible to be awarded a public contract with City for one (1) full calendar year after the date on which the Agreement was terminated.

If the City Contractor utilizes Subcontractors, the following shall apply:

- A. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- B. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in Section 448.095, Florida Statutes.
- C. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

The Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify program.

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Nothing in this section may be construed to allow intentional discrimination of any class of persons protected by law.

E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

16.15 Owner as Municipal Corporation

Nothing contained herein shall be interpreted to require the OWNER 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.

16.16 Administrative Provisions

In the event the OWNER 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 OWNER'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.

16.17 Arm's Length Negotiations

This Agreement is the result of bona fide arms-length negotiations between the OWNER 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.

16.18 Integration/Amendment

This Agreement represents the entire and integrated agreement between the OWNER 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 OWNER and the CONTRACTOR and is subject to such reasonable modifications as may be required by the OWNER'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.

16.19 Non-Exclusive Agreement

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

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16.20 Ownership and Rights of Data

Any work, product or deliverable report provided to the OWNER as a result of work performed while under contract shall be considered the property of the OWNER and may be used in any fashion the OWNER deems appropriate. The OWNER 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 CONTRACTOR pursuant to the terms of this Agreement, including but not limited to plans, blueprints, drawings, reports, memoranda or letters concerning the research and reporting tasks of this Agreement.

16.21 Sovereign Immunity

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the OWNER's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the OWNER's potential liability under state or federal law. The City expressly reserves the right to the full extent allowed by law. The OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment.

16.22 Severability

In the event a Court of competent jurisdiction determines any sentence, provision, paragraph, or section of this Contract to be null and void, the remaining parts of this Contract shall continue in full force and effect as though such sentence, provision, paragraph or section has been omitted from the Contract.

16.23 Dealings With Foreign Countries Of Concern

Contractor is aware of and agrees to comply with the requirements of Florida Statutes 287.138 and 288.007.

To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

To the extent that this Agreement is for an economic incentive, as defined in Florida Statutes 288.007(1)(b), Contractor agrees that: Contractor is not owned or controlled by the government of a foreign country concern; and Contractor is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

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16.24 Foreign Gifts And Contracts

Contractor shall comply with any and all applicable disclosure requirements of Florida Statutes § 286.101. A breach of this subsection shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

16.25 Discriminatory Vendors

Contractor agrees that it has not been placed on the Discriminatory Vendor List pursuant to Florida Statutes § 287.134. Failure of Contractor to timely disclose whether it or any of its affiliates has been placed on the Discriminatory Vendors List shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

16.26 Disbarment

By signing this Agreement, Contractor certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; 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. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.
- D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Contractor or its principals.

16.27 Conflicts Of Interest

This Agreement is subject to Florida Statutes Chapter 112. Contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee. The Contractor shall also disclose the name of any employee who owns, directly or indirectly, more than five percent (5%) **interest in the Contractor's, or its affiliates', business entity.**

16.28 Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

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16.29 Anti-Human Trafficking

As a condition of this contract, Contractor shall attest under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City.

Contractor understands and affirms that Section 787.06(2), Florida Statutes, defines “coercion”, “labor”, and “services” as follows:

- A. “Coercion” means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- B. “Labor” means that work of economic or financial value.
- C. “Services” means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

ARTICLE 17.0 GRANTS, 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) 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 a breach or violation of the Contract by Contractor, the Contractor shall be subject to debarment or suspension, and from consideration for the award of additional

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contracts from the City, including but not limited to, contracts related to disaster relief or recovery, pursuant to the terms and procedures.

- 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 be liable for the payment of all 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. 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 may terminate the Contract at its convenience with or without cause upon written notice of termination to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all 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. 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 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 of one hundred fifty thousand dollars (\$150,000.00), the Contractor and its subcontractors shall 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, 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 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).** The Contractor shall comply with the requirements of Appendix II to 2 CFR Part 200 regarding lobbying activities related to federal grants and contracts which requires each tier to certify to the tier above it 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 must also disclose any lobbying

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with non-federal funds that takes place in connection with obtaining any federal award. The Contractor shall include such requirement in writing in its subcontracts. 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 in the Contract solicitation 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;
- (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.

- 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. Use of FHWA Logo.** 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. Use of the FHWA Logo, Seal, and Symbol by Private Sector Partners, Contractors, Grantees, and Vendors 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. 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.

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Federal Non-Collusion/Lobbying Certification

This statement is submitted with Contract Number SG-2025-1287 titled Oxford Road Surcharge Utility Relocates – Seminole County by MASCI GENERAL CONTRACTORS, INC., whose business address is 5752 S. Ridgewood Avenue, Port Orange, Florida 32127 and its Federal Employer Identification Number (FEIN) is 20-2045800. My name is Leticia M. Ferreira and my relationship to the above is Vice President.

A. NON-COLLUSION PROVISION CERTIFICATION.

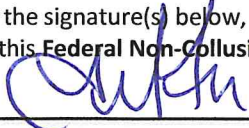
The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated 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.

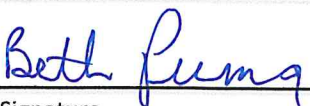
The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

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 Section 1352, title 31, US Code. 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, certify that the information as provided in this **Federal Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.



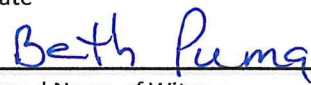
AUTHORIZED SIGNATORY
Vice President

Title


Witness Signature

Leticia M. Ferreira

Typed Name of AUTHORIZED SIGNATORY
11/29/25

Date


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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**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 Contractor 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.

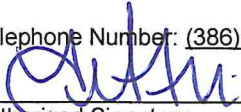
The Contractor certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Casselberry. The Contractor 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 Contractor 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 Contractor 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.

Contractor/Contractor Name: Masci General Contractor, Inc.

Mailing Address: 5752 S. Ridgewood Avenue, Port Orange, Florida 32127

Telephone Number: (386) 322-4500 Fax Number: (386) 322-4600 E-mail Address: leticiamasci@mascigc.com



Authorized Signatory

Leticia M. Ferreira FEIN: 20-2045800 DUNS: 825720191

Printed Name

Vice President

Title

1/29/2025

Date

CAGE Code: 6D4F5

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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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

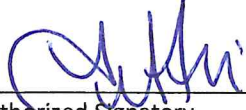
On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

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 Contractor.

Contractor/Contractor Name: Masci General Contractor, Inc.

Mailing Address: 5752 S. Ridgewood Avenue, Port Orange, Florida 32127

Telephone Number: (386) 322-4500 Fax Number: (386) 322-4600 E-mail Address: leticiamasci@mascigc.com



Authorized Signatory

Leticia M. Ferreira FEIN: 20-2045800 DUNS: 825720191
Printed Name

Vice President
Title

1/29/2025
Date

CAGE Code: 6D4F5

CAGE Code as issued through www.sam.gov

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**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: Masci General Contractor, Inc.

By: _____

Date: 1/29/2025

Title: Vice 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

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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.

SIGNATURES APPEAR ON NEXT PAGE

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, AD 2025.

CITY OF CASSELBERRY, FLORIDA

By: _____
David Henson
Mayor

Attest:

By: _____
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

MASCI GENERAL CONTRACTORS, INC.

By: 

Print: Leticia M. Ferreira

Title: Vice President

For a corporation:

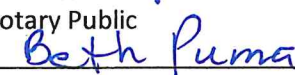
STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]



BETH PUMA
Commission # HH 424578
Expires July 23, 2027


Notary Public

Name typed, printed or stamped
My Commission Expires: 7/23/2027

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org
General Construction Agreement
SG-2025-1287 OXFORD ROAD SURCHARGE UTILITY RELOCATES – SEMINOLE COUNTY

Exhibit "A"
Scope of Services

Restrain, cap, remove and reinstallation of the City of Casselberry's Watermain due to the Seminole County's Oxford Road Project. Project Area includes the Oxford Road Surcharge Area and deflection necessary to avoid drainage conflict with the project. Replacement includes approximately 210LF of PVC Water Main and 2 Tie-ins to existing water main.

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Exhibit “B”
Pricing Schedule

MASCI GENERAL CONTRACTOR, INC.

5752 South Ridgewood Ave. – Port Orange, FL 32127
Tel. (386) 322-4500 FAX (386) 322-4600

City of Casselberry - WM Remove and Replace Oxford Surcharge Area					
Item #	DESCRIPTION	QTY	UNIT	UNIT COST	Total
101-1	Insurance & As-builts	1	LS	\$9,957.37	\$9,957.37
U1-6	12" C900 DR 18 PVC Water Main	210	LF	\$135.00	\$28,350.00
U1-20	RMJ DI Compact Fittings	0.4	TN	\$77,285.00	\$30,666.69
U1-41	Remove Existing 12" WM	210	LF	\$25.70	\$5,397.00
U1-8	Tie In New WM to Existing	2	EA	\$17,580.00	\$35,160.00
U1-9	Restrain Existing, Cut, Cap and Empty WM	2	EA	\$22,450.00	\$44,900.00
Total Contract Change					\$154,431.06

NOTES: Based on Unit Prices from Seminole County Oxford Rd Contract
Length 210LF based on length of surcharge area plus 20LF (one joint) per each side
Compact Fitting Chart attached for TN calculation

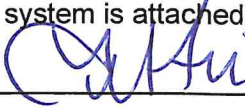
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Exhibit "C"
Contractor E-Verify Affidavit

I hereby certify that MASCI GENERAL CONTRACTORS, INC. 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 Masci General Contractor, Inc [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Leticia M. Ferreira, Vice President

Date: 1/29/2025

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1/29/2025 by Leticia M. Ferreira of Masci General Contractor, Inc, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]



Notary Public



Name typed, printed or stamped

My Commission Expires: 7/23/2027



BETH PUMA
Commission # HH 424578
Expires July 23, 2027

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Exhibit “D”
Contractor Certification Regarding Scrutinized Companies

“Company” means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may 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, and is not engaged in business operations in Cuba or Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

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.

Proposer/Contractor Name: Masci General Contractor, Inc.

Mailing Address: 5752 S. Ridgewood Avenue, Port Orange, FL 32127

Telephone Number: (386) 322-4500 Fax Number: (386) 322-4600 E-mail Address: leticiamasci@mascigc.com

 _____ Authorized Signatory	<u>Leticia M. Ferreira</u> _____ Printed Name	FEIN: <u>20-2045800</u> _____
<u>Vice President</u> _____ Title	<u>1/29/2025</u> _____ Date	

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General Construction Agreement
SG-2025-1287 OXFORD ROAD SURCHARGE UTILITY RELOCATES – SEMINOLE COUNTY

Exhibit "E"
Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: January 29, 2025

Signed: 

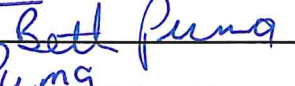
Entity: Masci General Contractor, Inc

Name: Leticia M. Ferreira

Title: Vice President

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29th day of January, 2025, by Leticia M. Ferreira, as Vice President for Masci General Contractor, Inc, who is personally known to me or who has produced N/A as identification.

Notary Public Signature: 

State of Florida at Large (Seal)

Print Name: Beth Puma

My commission expires: 7/23/2027



BETH PUMA
Commission # HH 424578
Expires July 23, 2027

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Exhibit "F"
Foreign Country of Concern Attestation

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's personal identifying information. Capitalized terms used herein have the definitions ascribed in Section 287.138, F.S.

MASCI GENERAL CONTRACTORS, INC. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Leticia M. Ferreira

Title: Vice President

Signature:



Date: 1/29/2025

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Exhibit "G"
Affidavit of Compliance with Anti-Human Trafficking Laws

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as Vice President (Role) of MASCI GENERAL CONTRACTORS, INC.
3. MASCI GENERAL CONTRACTORS, INC. does not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes.
4. I understand that making a false statement in this Affidavit may subject me to criminal penalties.

Under penalties of perjury, I Leticia M. Ferreira, Vice President (Signatory Name and Title), declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization, this 29th day of January, 2025, by Leticia M. Ferreira as Vice President [insert type of authority, e.g., officer, trustee, attorney in fact] for Masci General Contractor, Inc [insert name of business entity or party on behalf of whom this instrument is executed].

(Notary Seal)

Beth Puma
Signature of Notary Public – State of Florida

Beth Puma
Name of Notary Typed, Printed or Stamped

Personally Known ✓ OR Produced Identification n/a

Type of Identification Produced _____



BETH PUMA
Commission # HH 424578
Expires July 23, 2027

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Exhibit “A”
Scope of Services

Restrain, cap, remove and reinstallation of the City of Casselberry's Watermain due to the Seminole County's Oxford Road Project. Project Area includes the Oxford Road Surcharge Area and deflection necessary to avoid drainage conflict with the project. Replacement includes approximately 210LF of PVC Water Main and 2 Tie-ins to existing water main.

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General Construction Agreement

SG-2025-1287 OXFORD ROAD SURCHARGE UTILITY RELOCATES – SEMINOLE COUNTY

Exhibit "H"
Change Order Form - Sample

 City of Casselberry Procurement and Contracts Management Division 95 Triplet Lake Drive, Casselberry, Florida 32707 Phone: 407-262-7700, Ext. 1142 procurement@casselberry.org	
CONSTRUCTION OR PROFESSIONAL SERVICES CHANGE ORDER FORM	
DATE:	
ARCHITECT/ENGINEER OF RECORD:	
TO (CONTRACTOR):	
Address:	
City/State/Zip:	
Telephone:	
PROPOSED CHANGE: (ATTACH ADDITIONAL SHEETS IF REQUIRED)	
CO REQUEST NO.	DESCRIPTION OF CHANGES
COR-000	SAMPLE - INCREASE/DECREASE AS APPLICABLE
COR-001	SAMPLE - INCREASE/DECREASE AS APPLICABLE
COR-002	SAMPLE - INCREASE/DECREASE AS APPLICABLE
COR-003	SAMPLE - INCREASE/DECREASE AS APPLICABLE
COR-004	SAMPLE - INCREASE/DECREASE AS APPLICABLE
COR-005	SAMPLE - INCREASE/DECREASE AS APPLICABLE
COR-006	SAMPLE - INCREASE/DECREASE AS APPLICABLE
COR-007	SAMPLE - INCREASE/DECREASE AS APPLICABLE
NOTICE TO PROCEED DATE	9/10/2018
Contract Time:	DAYS: DATE: Previous Approved CO 001
Original Substantial Completion (SC)	330 8/5/2019 Previous Approved CO 002
Original Final Completion (FC)	35 9/9/2019
Original Contract Time	365 9/9/2019
Change Order 001	10 8/15/2019
Change Order 002	15 8/30/2019
This Change In SC Time	10 9/9/2019
PRESENT CONTRACT Substantial Completion (SC)	365 9/9/2019
Final Completion time (FC)	35
REVISED CONTRACT TIME	400 10/14/2019
Waiver: This Change Order is an Amendment to the Contract Agreement between Contractor and Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract sum, the Contractor hereby releases Owner from all claims, demands or causes of action arising out to the transactions, events and occurrences, transactions, events and occurrences giving rise to this Change Order. Execution of this Change Order shall constitute Contractor's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, ect.) pursuant to this Change Order. Acknowledgement: This Change Order and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.	
This Change Order ___ does or ___ does not involve changes to the design of the project, which would require signature by the architect/Engineer of record. Project Manager (Initials). _____	
Architect/Engineer: (when applicable)	For the Contractor:
X	X
Signature, Architect/Engineer	Signature, Contractor
Date	Date
For the Owner:	For the Owner:
X	X
Public Works Director	Randy Newlon, City Manager
Date	Date
X	X
Reviewed by: Procurement Manager	Mayor/Commissioner (if applicable)
Date	Date
	X
	Donna G. Gardner, CMC, City Clerk
	Date

Company ID Number: 1454791

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

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Masci General Contractor, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The 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
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. 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.

Company ID Number: 1454791

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer 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.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the 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 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 Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The 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.

7. The 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.

8. The Employer agrees that, although it participates in E-Verify, the 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 an 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 an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer 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 Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the 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 Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1454791

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 E-Verify.

9. The 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.

10. The 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.

11. The Employer must use E-Verify for all new employees. The 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.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The 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 Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The 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 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.

13. The 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 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 eligibility status

Company ID Number: 1454791

(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 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).

14. The 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 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 Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the 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 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).

15. The 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 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 Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The 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.

17. The 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.

18. The 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

Company ID Number: 1454791

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.

19. The 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.

20. The 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.

21. The 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.

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the 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 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 Employer, the Employer may not create a second case for the employee through E-Verify.

a. An 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 Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the 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 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.

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b. 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 Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate 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. An 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. 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, 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, 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 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 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 Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- 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

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the 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.

g. The 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 Employer that is not a Federal contractor based on this Article.

3. The 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 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 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 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 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 an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the 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.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, 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 INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides 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.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The 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

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The 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 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 Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will 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 Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the 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 Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The 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 Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The 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 Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the 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 Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the 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 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 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 Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer 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 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.

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B. TERMINATION

1. The 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 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 Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the 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 Employer's business.
3. An 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 Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that 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 Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI 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 Employer, its agents, officers, or employees.
- C. The 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 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 Employer.
- E. The 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,

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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 Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the 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 Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Masci General Contractor, Inc.	
Name (Please Type or Print) Leticia M Ferreira	Title
Signature Electronically Signed	Date 09/30/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/30/2019

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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Masci General Contractor, Inc.
Company Facility Address	5752 South Ridgewood Ave Port Orange, FL 32127
Company Alternate Address	
County or Parish	VOLUSIA
Employer Identification Number	202045800
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

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

FL	1
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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Leticia M Ferreira
Phone Number	3863224500
Fax	3863224600
Email	leticiamasci@masciqc.com

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This list represents the first 20 Program Administrators listed for this company.



CITY OF CASSELBERRY

Budget Amendment Request

BA #: 25-014

DATE: February 10, 2025

TO: Randy Newlon, City Manager

FROM: Tara Lamoureux P.E., Utilities Director

EXPLANATION OF REQUEST:

This budget amendment seeks City Commission approval to provide funding for Oxford Road Surcharge Utility Relocates – Seminole County project, in the amount of \$154,431.

Resolution #: _____ **Reso Date:** _____ **Asset #:** _____ **Project #:** PW2521

<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
Increase:		
402-0751-536.63-40	Infrastructure/PW2521	\$154,431
402-0000-389.90-00	Other Non-Operating Source	\$154,431

REQUESTED BY:

Tara Lamoureux

Digitally signed by Tara Lamoureux
DN: cn=Tara Lamoureux, c=US,
email=TLamoureux@casselberry.org
Date: 2025.01.30 13:57:25 -05'00'

Tara Lamoureux, P.E., Utilities Director

Gladymir Ortega

Digitally signed by Gladymir Ortega
Date: 2025.02.04 08:24:39 -05'00'

FINANCE DEPT:

Gladymir Ortega, MBA, Finance Director

COMMISSION ACTION: _____ approved _____ denied

Date: _____

DULY RECORDED: _____

Date: _____

Donna G. Gardner, CMC, City Clerk

FINANCE USE ONLY

Entered by: _____ Date: _____ Count: _____ Group# _____ Approved by: _____

Revised 10/26/16