BID PROPOSAL NO. 105-2014 COMMUNITY DEVELOPMENT BUILDING OFFICIAL, INSPECTIONS AND RELATED SERVICES

PRESENTED TO:
TOWN OF LAKE PARK



COPY

SEPTEMBER 18, 2014, 3:00 P.M.

PRESENTED BY:



97 NE 15 Street, Homestead, FL 33030 Ph: 305-246-0696 Fax: 305-242-3716 Email: mtc@mtcinspectors.com

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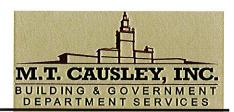
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## Tab 1

References

## References for M.T. Causley



1. Company Name: Town of Juno Beach

Address: 340 Ocean Drive, Juno Beach, FL 33408

Contact Name: Ruben Cruz

Phone: (561) 656-0306 Fax: (561) 775-0812 E-Mail: RCruz@juno-beach.fl.us

Description of services: After assisting with the establishment of the Building Department, M.T. Causley currently provides a Building Official who performs plan review and inspections services

for all trades

2. Company Name: Town of Medley

Address: 7777 NW 72 Avenue, Medley, Florida 33166

Contact Name: Jorge E. Corzo, PE CFM

Phone: (305) 887-9541 x143 Fax: (305) 882-1491 E-mail: jcorzo@townofmedley.com

Description of services: Complete Building Department Services including Building Official,

Plan Examiners, Inspectors and permit technicians

3. Company Name: Monroe County

Address: 2798 Overseas Highway, Marathon, FL 33050

Contact Name: Christine Hurley

Phone: (305) 453-8800 Fax: (305) 289-2854 E-mail: hurley-christine@monroecounty-fl.gov Description of services: Complete Building Department Services including Building Official,

Plan Examiners, Inspectors, Biologist, and permit technicians in addition to planning and zoning

development review

4. Company Name: Town of Palm Beach

Address: 360 S. County Road, Palm Beach, FL 33480

Contact Name: Jeff Taylor

Phone: (561) 227-6415 Fax: (561) 835-4621 E-mail: jtaylor@townofpalmbeach.com

Description of services: Plan review and inspection services based on an as-needed basis

5. Company Name: Village of Wellington

Address: 1200 Forest Hill Blvd., Wellington, FL 33414

Contact Name: Mathew Mills

Phone: (561) 753-2507 Fax: (561) 791-4060 E-mail: MMills@wellingtonfl.gov

Description of services: Plan review and inspection services based on an as-needed basis



# Tab 2 Equipment and Facilities

## Equipment and Facilities



Although M.T. Causley's administration office is located in Homestead, the Town will be available to speak with Mr. Causley 24-hours a day, 7-days per week. Mr. Causley has an active, hands-on approach to each city and county we assist and acts as the project manager. Additionally, Mr. Causley routinely visits the cities and counties that M.T. Causley assists to ensure services are delivered at an optimal level.

Mr. Causley carefully evaluates the needs of our clients. Therefore, work assignments are based on two key factors: proximity of staff to the building department and the staff's qualifications. Consequently, the Town can be confident that services will be provided on a daily basis and that staff can respond quickly to emergencies and requests made on short notices. Additionally, the designated staff will have the qualifications and certifications needed to meet the needs of the Town.

#### **Equipment**

Field staff are equipped with the necessary equipment to fulfill their duties. For example, M.T. Causley provides field staff with:

- Vehicles (Town magnetic signs can be displayed on the doors)
- Cellular telephone
- Ladder
- Uniforms (as described in *Identification* section)
- Hardhats and safety shoes
- Electrical test equipment
- Photography equipment
- Library of current code books

#### M.T. Causley's Responsibilities

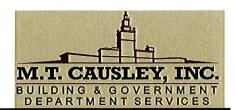
M.T. Causley provides employees with a comprehensive employment package, including:

- Salaries and related taxes
- Vacations
- Sick leave
- Continuing education courses
- Benefits including retirement
- Insurance
  - · Health Insurance

- Mr. Causley, Principal-incharge, is available to meet with the Town when requested and is available via phone
- Designated staff resides near the building department
- Staff available to meet with Town staff, contractors, residents, developers, etc.
- Staff equipped with necessary equipment to fulfill duties
- M.T. Causley provides employees with a comprehensive employment packages



## **Equipment and Facilities**

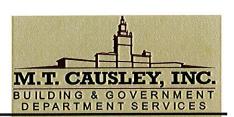


#### (Insurance continued)

- Automobile (owned and un-owned)
- · Professional Liability, Errors and Omission
- General Liability
- · Worker's Compensation

#### **Identification**

Staff shall be identified with a Town of Lake Park identification badge, visible and displayed at all times. Staff will wear polo shirts identifying their name and the M.T. Causley logo. M.T. Causley's vehicles are identified with M.T. Causley's logo and are well maintained, clean and in safe operating conditions.



Tab 3

Licenses



# State of Florida Department of State

I certify from the records of this office that M. T. CAUSLEY, INC. is a corporation organized under the laws of the State of Florida, filed on August 29, 1997.

The document number of this corporation is P97000075597.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 9, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of January, 2014



Ken Define Secretary of State

Authentication ID: CC3857576457

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

## County License



## Local Business Tax Receipt Miami-Dade County, State of Florida -THIS IS NOT A BILL - DO NOT PAY

6108781

**BUSINESS NAME/LOCATION** M T CAUSLEY INC 97 NE 15 ST **HOMESTEAD FL 33030** 

**EXPIRES** SEPTEMBER 30, 2014
Must be displayed at place of business

Pursuant to County Code Chapter 8A - Art. 9 & 10

OWNER M T CAUSLEY INC Employee(s)

SEC. TYPE OF BUSINESS 213 SERVICE BUSINESS

RECEIPT NO.

RENEWAL

6371736

PAYMENT RECEIVED BY TAX COLLECTOR \$45.00 08/15/2013 CREDITCARD-13-005619

This Local Business Tax Receipt only confirms 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 nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles — Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

### Local License





## City of Homestead Local Business Tax Receipt

Tax Receipt No:0001091

Expiration Date: 09/30/2014

License Type: COM

#### Tax Receipt Name:

M. T. CAUSLEY, INC. 97 NE 15TH ST HOMESTEAD, FL 33030-4557

Category	Description	Units
90038	ADMINISTRATIVE OFFICE	21.00

**Hours of Operation:** 

**Comments:** 

ADMIN USE ONLY

Note: If any information is incorrect, please call: 305-224-4504

Mailing Address:

M. T. CAUSLEY, INC. 97 NE 15 ST., HOMESTEAD, FL 33030 The issuance of a local business tax receipt does not permit the licensee to violate any zoning laws of the county or municipality, nor does it exempt the licensee from any other license or permit that may be required by law, nor does it certify that the licensee is qualified to engage in the business, profession or occupation specified hereon.

CITY OF HOMESTEAD TAX RECEIPT DIVISION **650 N.E. 22 TERRACE** HOMESTEAD, FLORIDA 33033

THIS TAX RECEIPT MUST BE PROMINENTLY DISPLAYED



## Tab 4

# Experience and Personnel Requirements

## Experience



Since its establishment 18 years ago, M.T. Causley has dedicated its resources to exceeding the expectations of clients and is committed to providing excellent customer service. That dedication to service has led M.T. Causley to expand its workforce to over 65 employees, with multiple locations, and to the eastern portion of Tennessee.

M.T. Causley's impeccable reputation has allowed the successful assistance to over 50 cities and counties with a wide range of services. Services have been provided on a continuous basis for 18 years to some clients. M.T. Causley has never sold, assigned or transferred any agreement, nor has it been barred from performing services. Consequently our clients are confident that services will be delivered ontime utilizing a cost-effective approach.

Our commitment to service has allowed us to assist municipalities with a wide range of services. Services include:

- Establishment of Building Department Services Services include, but are not limited to, development of ordinances, drafting extensive Fee Schedules, creating departmental forms, as well as implementing and training of new computer systems. A Building Official, Plans Examiners, Inspectors and Permit Technician(s) are provided to effectively operate the building department.
- Complete Building Department Services A Building Official is provided to oversee the overall administration of the Department. Licensed staff is provided to perform plans review and inspection services, and permit staff. Services are provided either on a percentage of fees or hourly basis.
- Supplemental Building Department Services Services range from as-needed, on-call to meet daily needs, to long-term consistent coverage for Building Officials, Plans Examiners, Inspectors, Office Managers, Permit Technicians, and Code Enforcement Officers.

- Impeccable reputation
- Experience providing wide range of services
- 17 years of experience providing Building Department Services
- Assisted over 40 cities and counties
- Over 60 employees

## Experience

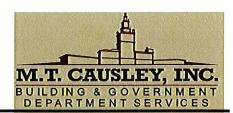
- M.T. CAUSLEY, INC. BUILDING & GOVERNMENT DEPARTMENT SERVICES
- Plan Review and Inspection Services for Special Projects -Plans review and inspection services are provided for special projects such as hotels, retail centers, and housing developments. This provides developers, contractors and owners prompt and efficient services, but does not require the Building Department to hire additional staff for short-term projects.
- **Emergency Services**
- **Disaster Assessment Services**
- **Code Compliance Services**
- **Public Works Inspections**
- Planning and Zoning Services
- **Construction Management Services**
- **Code Enforcement Services**

Identified in the following pages are examples of various types of services M.T. Causley has provided to municipalities located throughout Florida which are similar in nature to the services requested by the Town of Lake Park.

#### M.T. Causley has assisted:

- City of Anna Maria
- City of Belleview
- City of Bradenton
- City of Bradenton Beach
- City of Boca Raton
- City of Chiefland
- City of Clearwater
- City of Coleman
- City of Coral Gables
- City of Eustis
- City of Florida City
- City of Gulfport
- City of Homestead
- City of Indian River Beach
- City of Inverness
- City of Key West
- City of Lake Wales
- City of Lake Worth
- City of Largo
- City of Marathon
- City of Miami
- City of Miami Beach
- City of Miami Gardens
- City of North Bay Village
- City of North Miami
- City of North Miami Beach
- City of Oldsmar
- City of Pahokee
- City of South Miami
- City of Stuart
- City of Tarpon Springs City of Temple Terrace
- City of Treasure Island City of Venice
- City of West Palm Beach City of Winter Haven
- **Hernando County**
- **Indian River County**
- Islamorada, Village of Islands
- **Marion County**
- Palm Beach County
- **Pasco County**
- **Polk County**
- **Putnam County**
- **Volusia County**
- Town of Haverhill
- Town of Medley
- Town of Miami Lakes
- Town of Juno Beach
- Town of Jupiter
- Town of Palm Beach
- Town of Palm Beach Gardens
- Village of Palmetto Bay
- Village of Pinecrest
  - Village of Royal Palm Beach
- Village of Tequesta Village of Wellington

## Experience - Building Department Services



#### Monroe County, Key Largo, Marathon and Key West, FL

Dates of service: 2014 - 2016

On November 20, 2013, Monroe County released a legal notice requesting proposals from qualified firms to provide Professional Support Services for Plan Review, Inspection Services Planning/Zoning Development Review. M.T. Causley was ranked in first place and the County entered into an agreement with M.T. Causley. Shortly after the transition phase, the County Building Official retired and the County was in need of an Interim Building Official. M.T. Causley was able to provide a licensed, qualified individual within a few days of the request. Because of his excellent work ethic, professionalism, experience and knowledge, the County requested this individual to remain as the permanent full-time Building Official. The Building Official divides his workload between the Key Largo and Marathon offices on a weekly basis. M.T. Causley is presently providing additional plan examiners, inspectors, permit technicians, and biologist to meet the needs of the County.

#### City of Pahokee, Pahokee, FL

Dates of service: 2011 - 2014

In 2011, the City issued an RFP for Building Code Related Support Services. M.T. Causley was the top ranking firm and the City entered into an agreement with M.T. Causley. M.T. Causley provided a dedicated Building Official who reviewed plans for compliance with all codes and ordinances, and performed residential and commercial inspections to ensure construction complies with the approved specifications and plans.

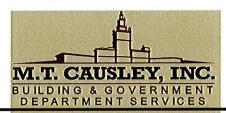
#### Town of Haverhill, Haverhill, FL

Dates of service: 2011 - 2015

As a result of M.T. Causley entering into an agreement with the City of Pahokee, the Town of Haverhill decided to "piggy-back" on the agreement. M.T. Causley also provides a dedicated Building Official to the Town of Haverhill who performs plans review and inspections.

- Building Official, Plans Examiners & Inspectors provided
- Top ranking firm

## Experience - Establishing Building Departments



#### Town of Juno Beach, Juno Beach, FL

Dates of service: 2006 - 2015

When The Town of Juno Beach saw the need to establish its own Building Department in 2006, they called on M.T. Causley for assistance. This contract has been extended based on our excellent performance and understanding of the critical requirements of the Town. Staff has gained vital insight regarding the Town's processes and operations of the Building Department. Additionally, staff is familiar with the Town's Energov System, forms and requirements.

#### M.T. Causley:

- · Developed ordinances required to adopt the Building Code
- Drafted an extensive Fee Schedule for Commission approval
- Created all necessary departmental forms, including permit applications, change of contractor, notice of commencement, etc.
- Implemented a new computer system and trained Town clerical staff
- Provided sufficient staff to operate a successful, full-service building department

Since 2006, M.T. Causley has continued to provide the Town with Building Plan Review and Inspection Services, including a dedicated Building Official. Services include:

- Plan review
- Inspections
- Ensuring permits are completed and maintained appropriately
- Response to Code related questions
- Review and inspect Flood Zone and Flood Proofing projects

M.T. Causley also assists the Town by providing Public Works inspections, utilities, other underground and above ground related public works projects including roadways when required.

Given that the original term of this contract expired September 2012, the Town issued an RFP for Building Department Services. M.T. Causley was the top ranking firm and the contract has been extended until 2014.

- Established Building Department
- Building Official, Plan
   Examiners and Inspectors
   provided



## Experience - Establishing Building Departments



#### Village of Palmetto Bay, Palmetto Bay, FL

Dates of service: 2003 - 2010

M.T. Causley was also able to assist with the establishment of the Building, Zoning, Code Enforcement and Licensing Departments when the Village of Palmetto Bay incorporated. As a joint venture, M.T. Causley worked diligently providing adequate staff to manage an efficient building department.

## City of Marathon and Village of Islamorada, Marathon and Islamorada, FL

Dates of service: 1999 - 2009

When the Village of Islamorada and the City of Marathon each became incorporated, M.T. Causley assisted with the establishment of their Building, Zoning, Code Enforcement and Licensing Departments. Protocols and procedures were created and enforced to ensure the health, welfare, and safety of its residents. M.T. Causley managed the departments effectively and eventually transitioned management to each municipality.



## Experience - Coastal Communities



#### City of Treasure Island, Treasure Island, FL

Dates of service: 2012 - 2015 (currently in place)

The City of Treasure Island contacted M.T. Causley for assistance due to one of their inspectors being injured. After meeting with our team and being impressed with the caliber of our staff, the City was confident M.T. Causley could assist them with equally highly qualified individuals on a full-time basis. M.T. Causley is currently assisting the City with licensed, qualified staff to fulfill the duties of Building Official, Plan Review and Inspection Services.

## Cities of Anna Maria and Bradenton Beach, Anna Maria and Bradenton Beach, FL

Dates of service: 2007 - 2015

When the Cities of Anna Maria and Bradenton Beach decided to privatize their building departments, M.T. Causley provided the Cities with sufficient staff to manage the Building Departments. Currently, these cities are supplied with a Building Official, Plans Review and Inspection staff for all trade categories. Due to M.T. Causley's ability to exceed the Cities expectations, the contracts have been extended for an additional three years.

#### City of Key West, Key West, FL

Dates of service: 2004 - 2015

M.T. Causley currently provides the City of Key West with inspectors and plans reviewers, as well as emergency damage assessment personnel as-needed.

#### Additional coastal communities include:

- City of Coral Gables
- City of Gulfport
- City of Largo
- City of Marathon
- · City of Miami
- City of North Miami Beach
- City of North Bay Village
- City of Stuart

- Town of Palm Beach
- Town of Palm Beach Gardens
- Town of Jupiter
- Town of Juno Beach
- Village of Islamorada
- Village of Palmetto Bay
- Village of Royal Palm Beach
- Village of Tequesta

- Coastal experience
- Renewed contracts due to excellent service
- Building Official, Plan
   Examiners and Inspectors provided



## Experience - Plan Review & Inspection Services



#### Village of Wellington, Wellington, FL

Dates of service: 2003 - 2016

In 2003, M.T. Causley began assisting the Village with Inspection Services on an as-needed basis. As a result of the work performance and excellent customer service, the Village renewed the contract with M.T. Causley for an additional three years.

Upon exhausting the renewal options, the Village issued an RFP for Inspection Services in 2008. M.T. Causley was chosen as the primary vendor and has continued to assist the Village with as-needed Inspection Services. It has been a pleasure to be part of so many milestones the Village has accomplished in the last few years.

Once again, in 2013, upon exhausting the renewal options, the Village solicited proposals from qualified firms to perform Planning, Zoning & Building Inspections. M.T. Causley was once again chosen to provide services for an additional three years.



During the past years, M.T. Causley has inspected and reviewed thousands of residential and commercial properties for compliance with State, County and local codes. Working with the Village for many years, has allowed us to familiarize ourselves with Village staff, homeowners, contractors, developers and property owners.

#### City of Florida City, Florida City, FL

Dates of service: 1992 - 2014 (currently in place)

Mr. Causley was contracted to provide Mechanical and Plumbing Plan Review and Inspection Services on an as-needed basis in 1992. Since then, this agreement has been renewed on a yearly basis due to M.T. Causley's ability to meet the needs of the City and provide additional assistance when necessary.

- Contract in place since 1992
- Renewed contracts due to excellent service
- Building Official, Plan
   Examiners and Inspectors
   provided

## Experience - Plan Review & Inspection Services



City of Homestead, Homestead, FL

Dates of service: 2007 - 2014 (currently in place)

M.T. Causley has a long standing relationship with the City of Homestead. Mr. Causley, President and owner of M.T. Causley, worked for the City of Homestead for 15 years as the Chief Plumbing and Mechanical Inspector. Following the devastation of Hurricane Andrew, Mr. Causley was appointed Director of the Building, Zoning, Code Compliance, and Licensing Departments.

In 2007, M.T. Causley began assisting the City with plans review and inspection services on an as-needed basis. As a result of our work performance and excellent customer service, the City began utilizing M.T. Causley on a full-time basis in 2009. As a local firm with many employees who are Homestead resident's, M.T. Causley has enjoyed the benefits from the City's growth and expansion.

M.T. Causley's staff works seamlessly, appearing as if they are City employees. After the completion of a TD Bank in Homestead, the Superintendent of the project expressed the following to the City Mayor:

"I wanted to take a moment to let you know what a great team of people you have at the Homestead Building Department...Had it not been for the guidance of Tom, Kim, Rich, Mike, George and Maria and the rest of your team down at the Building Department - I know we would not have finished on time.

I wanted to take a minute to compliment you on the group of people that you have working at the building department... You should be proud of the team you have down at the building department. They all seem like one big happy family down there, and they made this experience a very pleasure one for us, and I thank you for that!"

Even though Kim, Rich, Mike and George are M.T. Causley staff, it is not evident to the general public.

## Experience - Plan Review and Inspection Services



#### City of North Miami, North Miami, FL

Dates of service: 2004 - 2012

M.T. Causley provided the City with Plans Review, and Inspection Services as well as a Permit Technician for 8 continuous years. The contract was extended due to our ability to exceed the City's expectation and fulfill the needs of the City. Working with the City provided M.T. Causley with a critical understanding of how the City of North Miami's Building Department operates. Staff was familiar with the protocol for Plans Review and Inspections, skilled in EDEN and Crystal Reports, and was accustomed to reviewing and providing assistance with the City's forms and applications.

#### City of Miami Beach, Miami Beach, FL

Dates of service: 2003 - 2014 (currently in place)

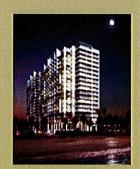
The City of Miami Beach ranked M.T. Causley amongst the three top ranking firms in 2003. As a result, the City entered into an agreement with M.T. Causley to provide Plan Examiners and Inspectors for all trades. The City later issued an RFP for Building Department Services in 2005 and 2009 at the end of each agreement term. During each evaluation, M.T. Causley was among the top three ranking firms; confirmation of the level of confidence our clients have in M.T. Causley. Since then, M.T. Causley has provided Plan Examiners and Inspectors for all trades, as well as permit technicians.

In 2008, the City received a request for designated inspectors to complete the Mondrain Hotel and The W. In addition to the designated staff, M.T. Causley was able to provide 4 additional staff members (one per trade) exclusively for these projects for 7 and 9 months respectively, to ensure the projects were completed on time.

- Continuous contracts
- Ability to ramp up



Mondrain Hotel, Miami Beach, FL



The W, Miami Beach, FL

## Experience - Supplemental Services



#### Town of Palm Beach, Palm Beach, FL

Dates of service: 2011 - 2015

M.T. Causley was selected as one of the top ranking firms following an RFP issued by the Town. M.T. Causley assists the Town with Plan Examiners and Inspectors on an as-needed, as-requested basis.

City of West Palm Beach, West Palm Beach, FL

Dates of service: 2010 - 2016

M.T. Causley was contracted to provide Inspection Services on an asneeded basis in 2010. Multi-certified Plan Examiners and Inspectors are provided upon request.

#### City of Miami Gardens, Miami Gardens, FL

Dates of service: 2004 - 2015



Eight years ago, M.T. Causley was contracted to provide the City of Miami Gardens with Inspectors and Plans Examiners on an as-needed basis. The City contacts our office when a need arises for additional staff.

Supplemental staff checks in with the City the morning of the day they are scheduled and receives their job duties for the day.

A monthly report is submitted to the City for all plans review and inspections performed throughout the month, including permit numbers, job address, inspection type and results.

## Experience - Special Projects



City of Lake Worth, Lake Worth, FL

Dates of service: 2007

In 2007, the City of Lake Worth approved a new ordinance for the City's Certificate-of-Use program. In order to effectively accomplish the large number of inspections required, the City contracted M.T. Causley to conduct 2,800 residential and commercial inspections. M.T. Causley supplied sufficient staff in order to complete the inspections within 60 business days.

Pasco County, New Port Richey, FL

Dates of service: 2004 - 2008

Pasco County assigned an exclusive area consisting of approximately 70% of the County to M.T. Causley to provide Plans Review and Inspection Services for a percentage of fees. M.T. Causley staff performed approximately four hundred inspections per day in Pasco County.



## **Emergency Services**



M.T. Causley has assisted the cities and counties noted below with emergency services following a natural disaster:

• City of Homestead: Following the devastation left by Hurricane



Andrew, the City of Homestead called on Mike Causley to manage the City's decimated and overtaxed building department. He led the effort in re-constructing the City's Building, Zoning, Occupational Licensing and Code

Enforcement offices.

- City of Hialeah: Following the devastation left by Hurricane Wilma in 2005, the City of Hialeah was faced with over 3,900 roofing permits for repairs and replacements. M. T. Causley was called on to provide staffing to assist the City of Hialeah Building Department to meet this demand for timely plan review and inspections.
- City of Marathon: M.T. Causley was on-site within 24 hours of Hurricane Katrina in 2005. Staff from Tampa were temporarily relocated to help alleviate the demands on M.T. Causley and City staff. The relief staff allowed current staff to continue to manage the building department and continue to provide services to the residents and business owners.
- Village of Islamorada: On September 25, 1998, the Village of Islamorada was struck by a Category 2 hurricane. M.T. Causley was on-site within 24 hours to assess damages. M.T. Causley worked quickly in order to submit a preliminary damage assessment report to State emergency management agencies. Once the priority situations were identified, M.T. Causley was able to provide support to the Village staff by providing additional permit and inspection staff to ensure prompt and efficient service to Village residents.
- Tennessee: In 2010, M.T. Causley expanded its services to the eastern portion of Tennessee. When a historic outbreak of tornadoes in April 2011 occurred across the southeastern United States, including middle and east Tennessee, M.T. Causley was able to assist and provide damage assessment services. M.T. Causley worked diligently to ensure businesses were operable and the residents had safe living conditions.





M.T. Causley has a proven record as a reliable, cost-effective resource for jurisdictions looking to either outsource departmental segments or the entire construction code administration and enforcement responsibility to our seasoned team of professionals. In either case, as the on-site plans review and inspection team, we are able to provide expedited, customized services to meet building department needs. It has been our experience that contractors, developers and citizens want and appreciate a more timely, professional service and that due to budget constraints, most jurisdictions are finding it harder to keep up with service demands. M.T. Causley is able to offer tailored contracts to fit our client's needs.

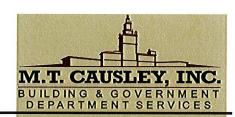
The M.T. Causley workforce consists of more than 80 Building Officials, Inspectors, Plans Examiners, Code Enforcement Officers, administrative and permitting staff boasting many years of successful experience. Our staff has the ability to provide friendly, professional customer service while ensuring efficient, code compliant projects. Our staff blends in seamlessly, representing the building department with professional and courteous service. Citizens often do not realize that contracted services are being utilized.

Another outstanding benefit of utilizing M.T. Causley is our flexibility. Unlike the restraints of government employment, we are able to make changes immediately. Staff is allocated as needed to each client as their demand requires. Although each client has designated team members, one of the outstanding benefits our clients have at their disposal is the ability of our team members to cross-cover when necessary. Should it be necessary to replace staff, M.T. Causley will make the changes within 24-hour notice of request.

Our team of fully accredited professionals can perform all functions required in the governmental construction/development permitting process. The professional team is licensed by the State of Florida Department of Business and Professional Regulation (DBPR) and together hold over 30 different types of certifications, including:

- Structural Engineer
- Building Official

- Certified, qualified, trained and experienced Plan Reviewers and Inspectors
- Town is welcomed to interview designated staff
- Staff is licensed by the Florida Department of Business Professional Regulation



- Commercial and Residential Inspectors (Building, Electrical, Mechanical, Plumbing, Fire, Gas, HUD,1&2 Family, Fire)
- Plans Examiners (Structural, Building, Electrical, Mechanical, Plumbing, Fire,1&2 Family)
- ADA Accessibility Inspector and Plans Examiner
- Code Enforcement Officer
- Coastal & Floodplain Construction Inspector
- LEED Inspector
- Special Inspector
- SREF Plans Examiner and Inspector
- Threshold Inspector
- Architect
- Contractors (Certified General, Roofing, Mechanical, HVAC, Electrical, Plumbing)

Our veteran team, most of which have held contractor licenses, displays vast knowledge of each individual trade, thanks to their many years in the field. Because of their many years in the construction industry, M.T. Causley's staff has extensive experience providing plans review and inspection services to a wide range of projects including:

- Residential developments
- Multi-family dwellings
- LEED Buildings
- Hospitals
- College facilities
- Air-reserve bases
- Commercial office buildings
- High-rise buildings
- Parking garages
- · Cement plants
- Housing Authorities
- Single-family homes
- Retirement communities
- Historical buildings
- Medical Examiners office
- Large commercial retail developments
- Refrigerated buildings



The staff has extensive experience and understanding of the Florida Building Code, National Electrical Code and Florida Fire Codes. Working with various municipalities has required M.T. Causley to work with municipality staff and local officials in implementing and understanding local ordinances.

The professional staff has worked and trained with multiple municipalities throughout Florida and are knowledgeable in various computer software programs. Their experience working in Building Departments 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. M.T. Causley is confident that any staff member placed in the Building Department has the qualifications and experience to quickly become proficient with the current software and procedures.

Additionally, the professional staff completes 16 hours per year of continuing educational training classes; not 16 hours per 3 years pursuant to state standard. Furthermore, the Fire Inspector and Life Safety team completes an additional 40 hours of training per 3 years.

M.T. Causley will strive to maintain a high level of service and consequently, utilize the designated staff throughout the term of the Contract. Staff will perform other duties related to or incidental to Inspector's or Plan Reviewer's primary duties as described in this RFP and that the Town may occasionally assign.

Specific duties of the Building Official, Plans Examiner and Inspector are as follows:

#### **Building Official**

The designated Building Official will oversee compliance with the Town's adopted standard code, Florida Building Code, National Electrical Code, Unsafe Building Abatement Code, and FEMA Regulations. Services will be coordinated with responsible local, state, and federal agencies, departments, and entities. Additionally, the Building Official will administrate all plan review, inspections and enforcement.

- Certified, qualified, trained and experienced Plan Reviewers and Inspectors
- Town is welcomed to interview designated staff
- Staff is licensed by the Florida Department of Business Professional Regulation
- Each of M.T. Causley's Building Officials has more than 15 years of experience



The Building Official and professional staff will work with engineers, contractors, and homeowners to provide information and resolution to issues which may arise in construction projects.

#### Review of plans

- Staff will review plans at the Town's Building Department during normal business hours Monday through Friday, 8:30 am—5 pm.
- Review construction plans for new single and multi-family dwellings, new non-residential development and all residential and commercial additions and re-models for compliance with codes.
- Plan review shall include, but not limited to building, mechanical, HVAC, plumbing, structural and electrical.
- Plan review shall be completed within three calendar days. Plans requiring extensive review and research will be completed within 10 business days or within the time designated by the Town.
- Review of plans will result in recommendation of approval, approval with modifications, or denial of the plans with clear and specific written findings and observations that support the recommendations. Reviewers will upload information utilizing the Town's permitting system.
- Walk-thru plans review services may be provided during designated times for minor permits.
- Staff will be available to review comments with architects, contractors, developers, and property owners to obtain necessary changes for approval.
- ◆ Staff will determine building permit valuations for construction projects, calculate impact fees.
- Provide the Town with recommended code revisions that are necessary or desired.
- M.T. Causley will review and maintain all records required by FEMA in association with the processing of building permits in the format required by FEMA.

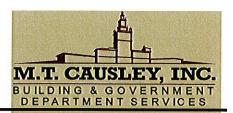
- Plan review will be completed within 3 calendar days
- Services to be performed at the Town of Lake Park
- Walk-thru services may be coordinated with the Town's approval



#### Inspectors

- All inspections shall be performed within 24 hours of request during normal business hours, Monday thru Friday, excluding U.S. Federal Holidays and natural disasters.
- Inspection services shall include, but not limited to, building, mechanical (HVAC), plumbing, structural and electrical, as well as providing all administrative documentation as required by the Town.
- Staff will inspect permitted construction within the Town limits for compliance with FBC, NEC, Town codes and ordinances and permitted plans and specifications.
- Inspectors will advise and confer with architects, engineers and Town personnel, as well as homeowners, contractors and developers. Questions, concerns and inquires shall be received and responded to within one (1) business day.
- Inspectors will conduct technical field inspections of new, repair, remodel, demolition and alteration of industrial, residential and commercial buildings during the various phases of construction, installation and operation, assuring work conforms to all applicable building codes and approved plans and specifications. Written comments will be issued if the work is not in accordance with the approved plans or applicable codes.
- Inspectors will maintain formal inspection records provided by the Town. Inspection results will be entered in the Town's permit system.
- Staff will conduct certificate of occupancy inspections, as well as investigate complaints, hazardous building inspections and assist with prosecution of building code and hazardous building violations. Staff will provide written reports of complaints, provide adequate alternatives to bring buildings into compliance and clarify the intent of codes and ordinances.
- Staff will provide services with regard to Unsafe Buildings, inspect, post, and record violations and conduct public hearings and appear before the Code Enforcement Board when appropriate.
- When requested, Inspectors will attend meetings or provide consultation to the Town.

- Inspections are completed within 24 hours of request
- Inspection records will be maintained and results will be entered in the Town's computer system.



#### **Emergency Services**

Staff will be available to respond to any type of emergency requested by the Town's Law Enforcement or authorized Town representative. Mr. Causley will be the primary point-of-contact and can be reached via cell phone at any time. In the event of a declared emergency, M.T. Causley will staff the EOC and will assist with damage assessment and safety inspections. M.T. Causley will work with the Town during post disaster times in restoring Plan Review and Inspection Services.

#### Damage Assessment

M.T. Causley has extensive experience in providing damage assessment services. M.T. Causley has first-hand knowledge of what needs to be done in the event of a disaster and the experience to accomplish those tasks in a successful and efficient manner. In addition to staff experienced in disaster assessment and reconstruction, M.T. Causley's staff includes Flood Plain Managers. A FEMA Coordinator is also available if needed.

Extended hours may be available to meet the needs of the Town and the community prior to and following a natural disaster. Many of our staff are trained in damage assessment. If the Town were to experience an unfortunate disaster, local staff would obviously be consumed with their normal duties, as well as personal concerns. The benefit of M.T. Causley having employees located throughout the state including Broward, Miami-Dade, Palm Beach, Monroe, Marion and Pasco Counties, as well as Tennessee, is that these additional team members would be available to provide necessary relief and added services to the Town.

#### Record Keeping

All plans, sketches, drawings, computation details, inspection reports and other documents will be the property of the Town. M.T. Causley will work with the Town to ensure proper storage of files.

- Emergencies will be responded to within one hour
- Damage assessment experience
- Flood Plain Managers on staff
- Access to FEMA Coordinator



#### **Customer Service Requirements**

M.T. Causley provides customer service standards for all personnel and will also follow the Town's guidelines.

- Staff shall greet each customer presenting to the office and by phone in a courteous and professional manner.
- Questions, concerns, and phone calls shall be returned within one business day.
- Flexible work schedules may be established to extend office hours and services following a natural disaster to perform special code compliance sweeps and enforce building code regulations and other unexpected issues.

M.T. Causley's staff are well-known for their customer service skills throughout Florida. We strive to provide a professional, welcoming atmosphere in the building department. It is our goal to work with customers to reach optimum outcomes. Our staff will blend in well with the Town staff to create a cohesive working relationship. M.T. Causley is able to assist the Town staff with implementing additional customer service standards which include scripting for telephone and counter etiquette, as well as appearance and non-verbal issues if requested.

M.T. Causley can assure the Town that customer service is of extreme importance as our reputation depends on it. It is our goal to assist contractors, developers and property owners in a courteous and professional manner. Rather than saying "No" to a customer, we believe it is important to try to find a way to assist them in achieving their goal and yet ensure the Florida Building Code and all related codes are complied with.

M.T. Causley is committed to providing efficient, prompt, time-sensitive responses to all requests. Our staff strives to provide friendly, professional customer service. The Town is encouraged to contact our references to confirm the satisfaction of our clients in regards to customer satisfaction.



#### **Background Checks and Drug Testing**

M.T. Causley, Inc. is committed to providing a safe, efficient, and productive environment for all employees. Therefore, job applicants and current employees may be asked to provide body substance samples (such as urine and/or blood) to determine the possibility of illegal use of drugs or alcohol. Applicants and current employees working in proximity of children will have a Level 2 background check. Any applicant who fails the drug test or the Level 2 background check will not be accepted for employment. Any employee who refuses to submit to drug testing is subject to disciplinary action up to and including termination of employment. Employees are required to read the Drug-Free Workplace Policy and sign a statement acknowledging their understanding of the policy and intent to follow the policy.

Additionally, employees must sign the Background Check and Credit History authorization included in the Employee Handbook (sample has been included in the following page). Background checks and drug test screenings are conducted by InfoChecks USA, LLC.

Included in the background checks, M.T. Causley requests a complete history from the Department of Motor Vehicles. Additionally, M.T. Causley leases its vehicles through Enterprise Rental Car. Enterprise supplies M.T. Causley with monthly reports detailing the activity of each vehicle, including the speed that vehicles are driven and traffic violations.

#### BACKGROUND CHECK AND CREDIT HISTORY AUTHORIZATION & ORDER FORM

Under the applicable provisions of the federal Fair Credit Reporting Act (FCRA), notice is hereby given that a consumer report of investigative consumer report may be made which may include information pertaining to your employment history, educational accomplishments, criminal record, driving record, credit history, character, general reputation and personal characteristics. This report may also include information pertaining to a commercial driver's license and commercial driving work history which, under provisions of the United States Department of Transportation, can include inquiries into drug and alcohol testing and use. This report will be processed by the potential employer or a third party acting on behalf of the potential employer.

An investigation into your workers compensation and/or industrial accident background may also be conducted according to the provision of the Americans with Disabilities Act (ADA). The potential employer or third party conducts business according to all applicable federal and state laws. The potential employer or third party agrees to use its best and most precise efforts to furnish its "client" (defined as business, company, attorney, employer or organization which contracts with the third party to provide services to them), with accurate, current, complete and reliable information based on such information as it is reasonably available and obtained via applicable public records sources and/or information services utilized by the potential employer or third party. Sources also include contact in person or by telephone, fax, U.S. mail and electronic mail of an applicant's previous employers, education officials, and other individuals who can provide accurate verification and confirmation of the applicant's background. However, the potential employer or third party cannot guarantee the accuracy of the information provided by the sources, which include credit bureaus, courts, public record databases, commonly accepted information sources and individuals, including previous employers.

Under the provisions of the FCRA, you have the right to dispute information provided in the report and, after providing proper identification, you can request a copy of such report(s), including details about the sources of the information. Such information will be provided to you at no cost within thirty days after receiving your request. This information will be provided by the Company, business, attorney, employer or organization which requested the third party provide the information.

I, the undersigned, have read and fully understand the above notice. I hereby authorize the potential employer or third party to investigate my employment history, educational accomplishments, criminal record, driving record, credit history, character, general reputation, personal characteristics and information pertaining to a commercial driver's license and commercial driving work history, including inquiries into drug and alcohol testing and use. I agree not to hold the potential employer or third party responsible in any manner for errors in information provided to the potential employer or third party by any of the sources the potential employer or third party uses to obtain such information about my employment history, educational accomplishments, criminal record, driving record, credit history, character, general reputation and personal characteristics. I also agree not to hold the potential employer or third party responsible for reports deemed by me to be incorrect, when the potential employer or third party had, in good faith and according to its established lawful practices, based its information on sources it normally utilizes, such as those listed above.

Applicant's Printed Name Signature of Applicant Date

Applicant Resident Address

Telephone # Social Security #

Drivers License #

Date of Birth Race Sex

(Race, Date of Birth and Sex information used only for background screening purposes.)



# Tab 5 Organizational Chart

## Organizational Chart



Michael T. Causley

**Project Manager** 

Wayne Cameron

**Building Official** 

#### **Alternate Multi-licensed Staff**

#### **Kevin Hempel**

Building Official, Building, Mechanical, & Plumbing Plans Examiner Building, Coastal Construction, Electrical, 1&2 Family, Mechanical & Plumbing Inspector

#### Thomas E. Bubb

Building, Coastal Construction, Mechanical, Plumbing and Residential Electrical Inspector

#### Alternate Single Trade Licensed Staff

#### Jorge Greenhauff

**Building Inspector** 

#### **Thomas Cedre**

Electrical Inspector & Plans Examiner

#### Jose A. Saez

Mechanical Plans Examiner & Inspector

#### George P. Johnson

Plumbing Inspector



# Tab 6 Drug Free Workplace Certification

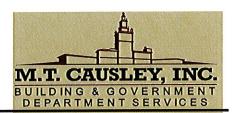
#### CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

- I, <u>Michael T. Causley</u> (Proposer) certify and confirm that our firm maintains a drug-free workplace program, and that the following conditions are met:
- 1. We 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 that actions will be taken against employees for violations of such prohibitions.
- We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. We give each employee engaged in providing the commodities or contractual services hat are under bid a copy of the statement specified in subsection one (1).
- 4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in 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 please of guilty or 'nolo contender' 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. We 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 convicted.
- 6. We 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.

Authorized Signature (Proposer) (Date)

Michael T. Causley, President
Name & title (typed)



## Tab 7

## Sworn Statement on Public Entity Crimes

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

1. This sworm statement is submitted to the Town of Lake Park, Florida	
by Michael T. Causley	
(print individual's name and title)	
for M.T. Causley, Inc.	
(print name of entity submitting sworn statement)	
whose business address is 97 NE 15 Street, Homestead, FL 33030	
and (if applicable) its Federal Employer Identification number (FEIN) is: 65-0782	
(If the entity had no FEIN, include the Social Security Number of the	e individual
signing this sworn statement:	

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Para. 287.133(1)(e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies):

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

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

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

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

/hjd// (Signature)

The foregoing document was sworn and subscribed before me this <u>16th</u> day of <u>September</u>, 2014 by <u>Michael T. Causley</u>, who is personally known to me or produced <u>as</u>

identification.

Notary Public

My Commission Ex

ROBERT ALBARRAN /
MY COMMISSION # EE 828708
EXPIRES: August 21, 2016
Bonded Thru Budget Notary Services

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# Tab 8 Proposal Form

#### PROPOSAL FORM

	To furnish all materials, rdance with the requirements of the proposal documents Development Building Official Services, Inspections and	
TO: Vivian Mendez, Town Clerk Town Of Lake Park 525 Park Avenue Lake Park, FL 33403		
PROPOSAL OPENING DATE: THURSDAY, SI TOWN HALL, 535 PARK AVENUE, LAKE PAR	EPTEMBER 18, 2014 AT 3:00 PM AT LAKE PARK RK, FL 33403.	
(minimum of one hour per day between the hours of &		
Proposer's Legal Name: <u>M.T. Causley, Inc., Corpor</u> (Please specify if a corporation, partnership, other en		
Fed. ID# or SSN: 65-0782808 Street Address: 97 NE 15 Street, Homestead, FL 33 (please do not provide a Post Office B		
Telephone No.: 305.246.0696 Fax Number:	305.242.3716	
Contact representative: Michael T. Causley		
E-mail: Mike@mtcinspectors.com		
and proposes and agrees that if this proposal is accep	poser agrees to all terms and conditions stated in the RFP, ted by the Town, the Proposer will enter into the standard s proposal and in accordance with the terms and conditions	
Mill	9.16.14	
Authorized Representative's Signature	Date	
Michael T. Causley	President	
Name	Position	

#### STATE PRICE IN WORDS AND FIGURES:

Price proposal shall be all inclusive to include costs for all functions and duties generally assigned to the contracted employees listed in the RFP, any and all benefits, taxes and insurance, and any and all equipment necessary to perform the work (not provided by the Town). The all inclusive contract cost must be based on the following:

### <u>TOTAL PROPOSAL:</u> TO PROVIDE COMMUNITY DEVELOPMENT BUILDING OFFICIAL, INSPECTIONS AND RELATED SERVICES FOR THE TOWN OF LAKE PARK

<u>Building Official, Inspections and Related Services</u> (Each proposal must contain a revenue share percentage for permit applications, inspections and revision/sub-permits; and hourly rates for additional services. Contract compensation will be based on cost-sharing and additional service fees)

A. Revenue Sharing Percentage of Permit Fees, Inspection Fees and Revision/Sub-Permit Fees (Primary source of compensation—refer to Exhibit "A" for existing schedule of fees and Exhibit "B" for proposed schedule of fees):

70% (seventy) of revenues to be retained by M.T. Causley; 30% (thirty of revenues to be retained by the Town percent

B. Additional Hourly Loaded Billing Rates for non-permit related research and projects (as may be required):

Building Official:	\$80 (eighty dollars)	per hour
Plans Examiner:	\$70 (seventy dollars)	per hour

Building Inspector: \$65 (sixty-five dollars) for single trade; \$70 (seventy dollars) for multi-licensed **per** hour

#### **Related Services** (as may be required)

Natural disaster services, including post-disaster building/property damage assessments: \$75 (seventy-five dollars) for services provided during normal business hours, services performed beyond normal business hours will be billed \$112.50 (one hundred twelve dollars and fifty cents) per hour (Please note: if staff from other areas are required, services will be billed at the hourly rate plus expenses: i.e., transportation, food, and housing

Code Enforcement testimony at Special Magistrate hearing:

<u>Building Official: \$80 (eighty dollars); Plans Examiners & Inspectors: \$70 (seventy dollars) for services provided during normal business hours. Services performed beyond normal business hours will be billed at 1.5 times the standard rate **per hour**</u>

Drainage Systems enforcement of all MS4 NPDES requirements (qualified individual shall be familiar with the requirements of the Palm Beach County Municipal Separate Stormwater System (MS4) National Pollutant Discharge Elimination System (NPDES) permit: \$70 (seventy dollars) per hour



# Tab 9 Sample Contract

#### CONTRACT FOR SERVICES

This Contract is made as of the 1st day of November, 2014 by and between the Town of
Lake Park, a Florida municipal corporation, hereinafter referred to as the TOWN, and
M.T. Causley, Inc [ ] an individual, [ ]
a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter
referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is
65-0782808.

WHEREAS, the Town requires the services of a consultant with whom it can contract to provide services which are necessary to carry out the responsibilities and authority of a Building Official pursuant to the Florida Building Code, and the Town Code; and

WHEREAS, the TOWN solicited through a Request for Proposals the services of qualified firms to carry out the above referenced responsibilities, reviewed the responses, and selected a CONTRACTOR; and

NOW THEREFORE, in consideration of the mutual promises herein, the TOWN and the CONTRACTOR agree as follows:

#### **ARTICLE 1. SERVICES**

The CONTRACTOR shall furnish an on-site Building Official and provide necessary personnel to accommodate the TOWN's needs for Community Development Department Building Official, Inspections, and Related Services as described in the Scope of Work/Specifications Section of the RFP and also listed below. These will be based on the following rates:

70 % Town/30 % Contractor (Cost Sharing Percentage for Building Permits/Reinspections/Permit Revisions/Sub-Permits) and additional hourly rates for non-permit related research and projects, as may be required, as follows:

Building Official	\$80 (eighty)	Per hour
Plans Examiner	\$70 (seventy)	Per hour
Single Trade Building Inspector	\$65 (sixty-five)	Per hour
Multi-trade Building Inspector	\$70 (seventy)	Per hour
Natural Disaster	\$75 (seventy-five)	Per hour
Code Enforcement \$80 (eighty) f	for the Building Officia	al; \$70 (seventy) for Plans Examiners
& Inspectors		Per hour
Drainage Systems	\$70 (seventy)	Per hour

#### SCOPE OF WORK/SPECIFICATIONS

#### **Building Official**

The CONTRACTOR shall be responsible for providing a qualified Building Official, with a minimum of 10 (ten) years experience in the construction industry, who is responsible for ensuring compliance with the Florida Building Code; federal, state and local ordinances; and statutes regarding health, safety and welfare; and Federal Emergency Management Contractor

requirements. The Building Official provides direct regulatory responsibilities for plan review, inspections and enforcement. Other specific duties include, but are not limited to:

- Responsible for assisting in the permitting process established by the Town with regulatory administration of plan review, enforcement, inspection of building construction, and alteration projects that require compliance with state and local codes;
- Coordinating inspections and serving as technical advisor for the Building Department, as
  well as generating building reports, issuing all types of construction permits as
  appropriate, preparing certified letters, documents, in-house memos and form updates
  associated with Building Department activities/actions.
- Serving as liaison to the construction industry, the State of Florida, contractors and the general public, and providing direct customer service in person or by telephone/e-mail;
- Providing administrative guidance to technical and clerical staff engaged in construction, permitting, inspection and recording of data;
- Reviewing state statutes affecting construction and determining the impact on the Town and the department; and
- Reviewing, researching, and making recommendations for approval of adoption of departmental policies regarding issuing of permits, licensing of contractors and inspection procedures and serving as an expert witness as the Town's Building Official, when needed by the Town.
- Assisting the Town in its participation in the National Flood Insurance Program's ("NFIP") Community Rating System ("CRS"), including, but not limited to, attending and participating in all NFIP meetings and audits alongside the Town's Floodplain Administrator.
- Maintaining all National Incident Management System (NIMS) certifications and providing all necessary property inspections following natural disasters using NIMS procedures.

#### Plans Examiner

The CONTRACTOR shall be responsible for providing a qualified plans examiner, with a minimum 5 (five) years experience in the construction industry, who will enforce the current Florida Building Code and Town of Lake Park Code of Ordinances, specifically including the Zoning Code regulations in working with Community Development staff. This position reviews all construction trade plans for new single and multiple-family dwellings, all new non-residential development and all residential and non-residential additions/re-models for compliance with codes. Other duties include determining building permit valuations for inspected construction projects, impact fee calculations (as applicable) and providing the Town with recommended code revisions that are either desirable or required.

#### **Building Inspector**

The CONTRACTOR shall be responsible for providing qualified inspector(s), with a minimum 5 (five) years experience in the construction industry, who shall have knowledge of, and comply with, the laws and regulations relating to the enforcement of the current Florida Building Code and the Ordinances of the Town. The proposer must provide both residential and commercial licensed inspector/s whose combined certifications include all trades (commercial building, electrical, plumbing, mechanical, and one, two and multi-family dwellings). Inspections shall include new building construction, repair, addition, remodeling, demolition or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by state law or Town codes. Change of occupancy inspections for businesses shall also be included. Other duties include complaint investigations, hazardous building inspections and assistance with the prosecution of building code and hazardous building violations.

#### **Additional Services**

The CONTRACTOR shall be responsible for providing qualified individuals to perform the following additional services:

- 1. Natural disaster services, including inspections and post-disaster building/property damage assessments.
- 2. Code enforcement inspections, including testimony at Special Magistrate hearings (as necessary)
- 3. Inspection of stormwater drainage facilities (qualified individual shall be familiar with the requirements of the Palm Beach County Municipal Separate Stormwater System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit).

#### Personnel and Equipment:

Contract employees shall be neat and clean in appearance and shall display their identification to the public and keep such identification on their person at all times. All employees assigned to this contract shall be physically able to perform all job requirements and conduct themselves in a courteous, positive and professional manner. Professional and personal behavior of contract staff shall be in keeping with the Town's expected conduct guidelines and personnel policies. Any staff member that does not perform in accordance with the Town's standards may be removed at the request of the Town. The inspector(s) and plans examiner shall only perform building code inspections and plan reviews that are within the disciplines covered by such individual's license or certification pursuant to Florida Statute (Chapters 468, 471 or 481).

The CONTRACTOR shall provide its general employee background check policy, the background services company name, pre-employment testing procedures, current employee screening methods, and a list of any offenses that would exclude someone from employment with the proposer. All field personnel are required to pass a Level Two (2) background check as

per Chapter 435, Florida Statutes. Verification of background check and current list of employees that will be used on this contract shall be provided upon award. The employee list will need to be updated anytime there is a change in/addition to staff.

The Town shall provide a desk, phone and computer with internet access at Town Hall during on-site office hours.

#### Timeframes:

During the course of performing Building Division services, the following response times shall be adhered to:

- 1. Responses to public inquiries (within one business day or scheduled appointment during on-site office hours).
- 2. Plan review (within three calendar days, unless the nature of the permit requires more extensive review/research)
- 3. Inspections (all inspections to be scheduled on the next business day for requests made prior to 4:00 p.m. the prior day).

#### Performance Standards:

This subsection provides a summary of the minimum performance standards required of the proposer. Final provisions shall be determined during contract negotiations:

- 1. Under normal circumstances, all inspections shall be conducted within the normal business hours of 8:30am to 5:00pm, Monday through Friday, and inspection results made available by 10:00am the following business day.
- 2. Proposer shall provide a Building Official and/or Building Inspector on-site at Town Hall for a minimum of one (1) hour, five (5) days each week and be available by telephone or on-call for emergency situations at all other times during regular business hours.
- 3. Inspector(s), the plans examiner and Building Official shall maintain appropriate licensure in accordance with Florida State Statutes.
- 4. Workloads for the inspector(s) and plans examiner will vary based on need; and it is expected that inspections performed will also take place during inclement weather, unless natural disaster or unsafe conditions require suspension of such activities by the Town.
- 5. Efficient and courteous customer service standards are an integral part of public interaction. Requests for information and service shall receive a timely reply. The following standards shall be adhered to or exceeded whenever possible. Responses to customer inquiries will be provided within one (1) business day of receipt. Customer appointments shall be promptly attended as per pre-scheduled times.
- 6. All personnel performing services shall be able to understand, converse and write the English language and must be legally able to work in the United States.

- 7. The contractor shall work with the Town to continuously upgrade a program of disseminating information to keep contractors and members of the public aware of any and all code changes, and the logic underlying the changes.
- 8. Employees of the proposer shall maintain all necessary licensure and certifications required to perform under the contract. Proof of such licensure/certifications and subsequent renewals shall be submitted to the Town of Lake Park within 30 days of contract award and shall be kept up-to-date throughout the duration of the contract.
- 9. All sketches, tracings, drawing, computation details, designs, calculations, records from inspections, work papers and other documents and plans that result from the proposer providing services shall be the property of the Town.
- 10. The proposer shall coordinate activities with the Florida Building Commission as needed.
- 11. The proposer shall coordinate activities with the Palm Beach County Fire Department Staff as needed.
- 12. The Town prefers that the Firm review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA.
- 13. The Town prefers that the proposer maintain the necessary education/certification and data to ensure an acceptable ISO (Insurance Service Office) rating.

The TOWN'S individual who shall be responsible for the CONTRACTOR'S performance of this Contract shall be the Community Development Director.

#### ARTICLE 2. TERM/COMMENCEMENT DATE

This commencement date of the Contract shall be November 1, 2014. The Term of the Contract shall be three years, unless earlier terminated in accordance with Article 4, herein. The TOWN shall have the option to renew this Contract for one additional three year term upon the same terms and conditions contained herein by providing written notice to CONTRACTOR at least 30 days prior to the expiration of the initial term and providing that renewals shall be contingent upon satisfactory performance by the firm and subject to the availability of appropriate funds.

#### ARTICLE 3. COMPENSATION TO CONTRACTOR

- A. Generally The TOWN agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. CONTRACTOR'S Proposal is attached hereto and incorporated herein as Exhibit \_\_\_. The total and cumulative compensation for this contract shall not exceed the compensation terms outlined in Article 1, and will need to be budgeted annually by the TOWN.
- B. <u>Payments</u> Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the TOWN'S representative referenced in Article 1, above,

indicating that services have been rendered in conformity with the Contract. Upon approval, the invoice will be directed to the Finance Department for payment. CONTRACTOR shall invoice the TOWN in advance for each payment period. Invoices will normally be paid within 30 days following the TOWN representative's approval. [Cost-Sharing payments will be made by the 15<sup>th</sup> of each month for the prior month's revenue.

#### **ARTICLE 4. TERMINATION**

The Town may unilaterally cancel the Contract for the refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material subject to the provisions of F.S. ch. 119 and made or received by the contractor in conjunction with the contract and pursuant to Article 22.

This Contract may be terminated by the CONTRACTOR upon 30 days' prior written notice to the TOWN'S representative in the event of a default by the TOWN. A default shall occur upon the TOWN'S failure to perform in accordance with the terms of this Contract. The TOWN may terminate the Contract upon default, or for convience upon giving CONTRACTOR30 days advance written notice. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the TOWN'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the TOWN, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work pursuant to the TOWN'S direction.
- D. Continue and complete all parts of the work that have not been terminated.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and TOWN may at its option and without notice terminate this Contract.

#### ARTICLE 5. PERSONNEL

- A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.
- B. All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully

qualified and, if required, licensed, authorized or permitted under state and local law to perform such services.

- C. The CONTRACTOR warrants that all services shall be performed by skilled, licensed and competent personnel to the highest professional standards in the field.
- D. All of the CONTRACTOR'S personnel while on Town premises, shall comply with all Town requirements governing conduct, safety, and security.

#### **ARTICLE 6. INSURANCE**

A. Prior to execution of this Contract by the TOWN the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without 30 days prior written notice to the TOWN'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

The CONTRACTOR shall maintain during the life of this contract:

Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable State and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee.

Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.

Business auto liability of \$1,000,000.00 per occurrence or combined single limit for bodily injury and property damage liability. This insurance shall be an "any-auto" policy including hired and non-owned auto liability coverage.

The TOWN OF LAKE PARK shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the TOWN shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies. A complete certified copy of the insurance policy(ies) is required. The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability: B+ to A+, of which evidence shall be provided to the TOWN's representative. All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance. Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the CONTRACTOR and the town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

#### **ARTICLE 7. INDEMNIFICATION**

- A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its elected and appointed officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. The CONTRACTOR shall not be required to indemnify the TOWN, its elected and appointed officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, or its elected or appointed officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR.,
- D. Nothing in this Contract shall be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

#### **ARTICLE 8. SUCCESSORS AND ASSIGNS**

The TOWN and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the TOWN nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the CONTRACTOR.

#### ARTICLE 9. INDEPENDENT CONTRACTOR RELATIONSHIP

A. The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or

servant of the TOWN. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the TOWN shall be that of an Independent Contractor and not as employees or agents of the TOWN.

B. The CONTRACTOR does not have the power or authority to bind the TOWN in any promise, agreement or representation other than as specifically provided for in this agreement.

#### ARTICLE 10. NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

#### ARTICLE 11. ATTORNEY FEES/ COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party shall be entitled to recover it's reasonable attorney's fees, and all expenses even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### ARTICLE 12. AUTHORITY TO CONDUCT BUSINESS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN'S representative upon request.

#### **ARTICLE 13. SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, shall be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 14. PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its employees, affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

#### ARTICLE 15. AMENDMENTS TO THE CONTRACT

The provisions, terms and conditions set forth herein shall only be modified upon the execution of a written amendment to the Contract. TOWN reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto.

#### **ARTICLE 16. NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the TOWN shall be mailed to:

Town of Lake Park 535 Park Avenue Lake Park, Florida 33410 Attention: Vivian Mendez, Town Clerk

and if sent to the CONTRACTOR shall be mailed to:

M.T. Caustey, Inc. 97 NE 15 St Homestead, FL 33030

### ARTICLE 17. ENTIRETY OF CONTRACTUAL AGREEMENT

The TOWN and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

#### ARTICLE 18. WAIVER

Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of TOWN'S right to enforce or exercise said right(s) at any time thereafter.

#### ARTICLE 19. PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

#### ARTICLE 20. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract incorporates the terms of the Request for Proposals issued by the TOWN and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists between this Contract and the Request for Proposals and CONTRACTOR'S response thereto documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

#### ARTICLE 21. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof, may demand and obtain records and testimony from the CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of contractor or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the TOWN to be a material breach of the Contract Documents justifying termination.

#### **ARTICLE 22. PUBLIC RECORDS**

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes including, but not limited to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service in paper and/or electronic formats.
- B. Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall, upon request be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

TOWN OF LAKE PARK	PROPOSER (CONTRACTOR):
BY:	BY: Name of Authorized Representative: Uichael T. Mustey Title: President
ATTEST: BY: TOWN CLERK	WINESSED BY:  Print Name: Suhai   Andalu D
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
BY:	