



## MEMORANDUM

To: Holly Vath, Financial Services Assistant Director

From: Alaina Knofla, Procurement Specialist

Date: November 18, 2019

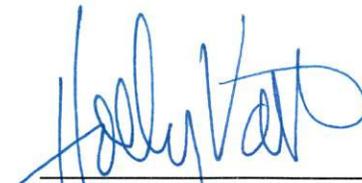
Subject: Renewal of RFP# 2017-164, Uniform Building Code Inspection Services

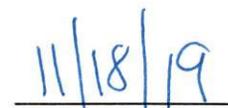
The initial renewal year of RFP #2017-164 is due to expire on December 31, 2019. This contract has a provision for renewal under the original terms, conditions and specifications for four (4) additional one (1) year terms. This will represent the third year of four possible renewal options. The contractor for this service, GFA International, has agreed to this renewal.

In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations that are valued at less than \$25,000.00, where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

Please review the attached documentation and indicate by signature below your determination of agreement renewal. This renewal is effective for the period January 1, 2020 through December 31, 2020.

- Approve renewal of RFP# 2017-164, Uniform Building Code Inspection Services with GFA International for the second of four (4) possible renewal options.
- Recommend this bid not be renewed and the service be re-bid immediately.

  
\_\_\_\_\_  
Holly Vath  
Financial Services Assistant Director

  
\_\_\_\_\_  
Date



# City of Stuart

November 1, 2019

GFA International  
Attn: Mr. Fred Kaub, P.G., President  
1215 Wallace Drive  
Delray Beach, Florida 33444

Subject: Renewal for RFP# 2017-164 Uniform Building Code Inspection Services

Dear Mr. Nummela,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Uniform Building Code Inspection Services for the period beginning January 1, 2020 and ending on December 31, 2020, which represents the third year of four (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., November 15, 2019**. You may fax your response to (772) 600-1202 or send by email to [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us).

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla, Procurement Analyst  
cc: File

- 
- I hereby attest, by signature, to Florida Statutes (F.S.) 287.135-Scrutinized Companies that Boycott Israel list, F.S. 215.4725-Engaging in commerce with Cuba or Syria, and F.S. 215.473-Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; and agree to the contract renewal as specified of the subject Agreement.
- I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

Date

  
11/4/2019

Printed Name

Title

  
FRED KAUB  
PRESIDENT



## VENDOR PERFORMANCE EVALUATION

The purpose of this form is to evaluate a Vendor's performance at the end of an annual term contract period. Completion of the Vendor Performance Report by City Department/Division is required to assist in the measurement of the quality and performance of the Vendor and approval of renewal.

Bid, RFP, or RFQ Number: RFP #2017-164: Uniform Building Code Inspection Services

Vendor Name: GFA International

Business Address: 1215 Wallace Drive

Telephone: 561-347-0070

Email: fkaub@teamgfa.com

Contact Person: Fred Kaub, P.G., President

**Ratings are categorized as follows: U= Unsatisfactory S= Satisfactory N/A= Not Applicable**

Performance Elements	U	S	N/A	Explain Unsatisfactory
Quality of work		✓		
Timely performance		✓		
Effectiveness of management			✓	
Responsiveness to phone inquires		✓		
Meets deadlines		✓		
Meets all safety requirements in contract		✓		
Meets specifications as detailed in contract		✓		
Responsiveness for efficiently identifying & solving problem?			✓	
Replaced damaged product and/or defective materia			✓	
Delivery of product/material			✓	
Packaging of product/material as specified			✓	
Invoice detailed purchase order and correct pricing information		✓		
Invoice reflected information as specified		✓		
<b>Overall Ratings:</b> <input type="checkbox"/> Excellent (explain) <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average <input type="checkbox"/> Poor (explain)				

Signature:

*Steve Nicolosi*

Date:

11/01/2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/2/2019

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 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 Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064	CONTACT NAME: PHONE (A/C, No, Ext): 954-941-0900      FAX (A/C, No): 954-941-2006 E-MAIL ADDRESS: kdunn@bgsagency.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : The First Liberty Insurance Corporation INSURER B : Liberty Insurance Corporation INSURER C : National Union Fire Ins Co Pittsbrgh PA INSURER D : Employers Insurance Company of Wausau INSURER E : Continental Casualty Company INSURER F :	NAIC # 33588 42404 19445 21458 20443
INSURED GFA International, Inc. 1215 Wallace Drive Delray Beach FL 33444	GFAIN	

**COVERAGES**

CERTIFICATE NUMBER: 248476642

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	TB6Z91468708029	4/1/2019	4/1/2020	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 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	AS7A91468708039	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	BE066419549	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N		Y	WC2Z91468708019	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional/Pollution Liability Claims Made Policy			MCH591908633	4/1/2019	4/1/2020	Each Claim Limit \$2,000,000 Aggregate \$4,000,000

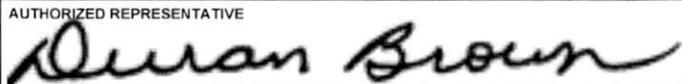
**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Document is not complete unless accompanied by the Acord 101.

General Liability: Additional Insured, Primary &amp; Non-Contributory, Waiver of Subrogation, On-Going and Completed Operations, when required by written contract, per LC0443 0512. Per Project Aggregate, per LC2519 1013. Notice of Cancellation to Third Parties, per LIM9901 0511.

Automobile Liability: Additional Insured, when required by written contract, per CA2048 1013. Waiver of Subrogation, when required by written contract, per AC8407 0713.

Workers' Compensation: Waiver of Subrogation, per WC000313  
See Attached...**CERTIFICATE HOLDER****CANCELLATION**

City of Stuart 121 Southwest Flagler Avenue Stuart FL 34994	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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# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement & Contracting Services Division

Alaina Knofla  
Purchasing Specialist  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

Telephone (772) 288-5320  
Fax: (772) 600-1202  
[www.cityofstuart.us](http://www.cityofstuart.us)

## MEMORANDUM

To: Holly Vath, Financial Services Assistant Director  
From: Alaina Knofla, Procurement Specialist  
Date: September 24, 2018  
Subject: Renewal of RFP# 2017-164, Uniform Building Code Inspection Services

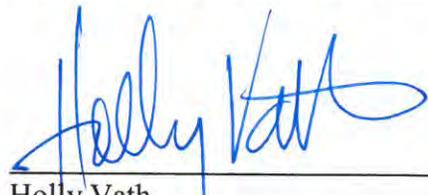
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The initial renewal year of RFP #2017-164 is due to expire on December 31, 2018. This contract has a provision for renewal under the original terms, conditions and specifications for four (4) additional one (1) year terms. This will represent the second year of four possible renewal options. The contractor for this service, GFA International, has agreed to this renewal.

In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations that are valued at less than \$25,000.00, where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

Please review the attached documentation and indicate by signature below your determination of agreement renewal. This renewal is effective for the period January 1, 2019 through December 31, 2019.

- Approve renewal of RFP# 2017-164, Uniform Building Code Inspection Services with GFA International for the second of four (4) possible renewal options.
- Recommend this bid not be renewed and the service be re-bid immediately.

  
\_\_\_\_\_  
Holly Vath  
Financial Services Assistant Director

9/27/18  
\_\_\_\_\_  
Date



# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement & Contracting Services Division

Alaina Knofla  
Procurement Specialist  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

Telephone (772) 288-5320  
Fax (772) 600-1202  
[www.cityofstuart.us](http://www.cityofstuart.us)

September 20, 2018

Via Email Transmission: [fkaub@teamgfa.com](mailto:fkaub@teamgfa.com)

GFA International  
Attn: Mr. Fred Kaub, P.G., President  
1215 Wallace Drive  
Delray Beach, Florida 33444

Subject: Renewal for RFP# 2017-164 Uniform Building Code Inspection Services

Dear Mr. Kaub,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Uniform Building Code Inspection Services for the period beginning January 1, 2019 and ending on December 31, 2019, which represents the second year of four (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., October 2, 2018**. You may fax your response to (772) 600-1202 or send by email to [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us).

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla  
Procurement Specialist

cc: File RFP 2017-164

I hereby attest, by signature, to Florida Statutes (F.S.) 287.135-Scrutinized Companies that Boycott Israel list, F.S. 215.4725-Engaging in commerce with Cuba or Syria, and F.S. 215.473-Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; and agree to the contract renewal as specified of the subject Agreement.

I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

Printed Name

FRED KAUB

Date

9/24/18

Title

PGCS



# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement & Contracting Services Division

Alaina Knofla  
Purchasing Specialist  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

Telephone (772) 288-5320  
Fax: (772) 600-1202  
[www.cityofstuart.us](http://www.cityofstuart.us)

## MEMORANDUM

To: Lenora Darden, Procurement Manager  
From: Alaina Knofla, Procurement Specialist  
Date: October 27, 2017  
Subject: Renewal of RFP# 2017-164 Uniform Building Code Inspection Services

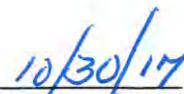
The initial year of RFP #2017-164 is due to expire on December 31, 2017. This Contract has a provision for renewal under the original terms, conditions and specifications for four (4) additional one (1) year terms. This will constitute the first year of four (4) possible renewal options. The contractor for this service, GFA International, has agreed to the renewal under the original terms, conditions and pricing.

In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations that are valued at less than \$25,000.00, where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

Please review the attached documentation and signify by signature below your determination of agreement renewal. This renewal is effective for the period January 1, 2018 and ending on December 31, 2018.

- Renewal of RFP# 2017-164, Uniform Building Code Inspection Service with GFA International for the first year of four (4) possible renewal options.
- Recommend this bid not be renewed and the service to be re-bid immediately.

  
\_\_\_\_\_  
Lenora Darden  
Procurement Manager

  
\_\_\_\_\_  
Date



# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement & Contracting Services Division

Alaina Knofla  
Procurement Specialist  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

Telephone (772) 288-5320  
Fax: (772) 600-1202  
[www.cityofstuart.us](http://www.cityofstuart.us)

October 16, 2017

Via Email Transmission: [fkaub@teamgfa.com](mailto:fkaub@teamgfa.com)

GFA International  
Attn: Mr. Fred Kaub, P.G., President  
1215 Wallace Drive  
Delray Beach, Florida 33444

Subject: Renewal for RFP# 2017-164 Uniform Building Code Inspection Services

Dear Mr. Kaub,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Uniform Building Code Inspection Services for the period beginning January 1, 2018 and ending on December 31, 2018, which represents the first year of four (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., October 27, 2017**. You may fax your response to (772) 600-1202 or send by email to [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us).

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla  
Procurement Specialist

cc: File RFP 2017-164

- I hereby agree to the contract renewal as specified of the subject Agreement
- I am unable to agree to the contract renewal as specified of the subject Agreement

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

10/18/17  
\_\_\_\_\_  
Date

President  
\_\_\_\_\_  
Title



# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement & Contracting Services Division

Lenora Darden, CPPB  
Procurement Manager  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

December 20, 2016

VIA EMAIL: [fkaub@teamgfa.com](mailto:fkaub@teamgfa.com)  
[pdanforth@teamgfa.com](mailto:pdanforth@teamgfa.com)

GFA International, Inc.  
Attn: Mr. Fred Kaub, P.G., President  
1215 Wallace Drive  
Delray Beach, FL 33444

RE: Notice of Award/Preparation of Contract Documents  
RFP No. 2017-164, Annual Contract for Uniform Building Code Inspection Services

Dear Mr. Kaub:

The Stuart City Manager awarded 2017-164, Annual Contract for Uniform Building Code Inspection Services, to your firm on December 20, 2016. Please consider this your formal notice of award. The City of Stuart requests that you provide all necessary insurance requirements within 10 days (December 30, 2016) as listed below:

1. A "Certificate of Insurance" which reflects all types and levels of coverage as noted in the Request for Proposal. The insurance certificate must also have printed in the "Remarks" box, words to the effect: **"The City of Stuart is an additional insured"**. The City requests that the insurance certificate lists the **project number and the project name**, 2017-164, Annual Contract for Uniform Building Code Inspection Services.
2. Attached is the contract for these services. Please print and sign, by an authorized agent, two originals of the contract, signed by two witnesses and return to my attention with the required documents as stated above.

The initial contract period will be for one year, effective January 1, 2017 through December 31, 2017, with four (one-year) renewal options. The City reserves the right to exercise the option to renew annually, if mutually agreed upon in writing by both parties subject to the same terms and conditions of the original agreement. Annual renewals shall be subject to the appropriation of funds, vendor's satisfactory performance and determination that the contract renewal is in the best interest of the City.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at [ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us) or call me at (772) 288-5308.

Sincerely yours,

Lenora Darden  
Procurement Manager

c: Building/Permitting Staff  
RFP 2017-164 Official File



# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement & Contracting Services Division

Lenora Darden, CPPB  
Procurement Manager  
[ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

## MEMORANDUM

To: Paul Nicoletti, City Manager  
From: Lenora Darden, Procurement Manager  
Date: December 19, 2016  
Subject: Award of RFP #2017-164: Uniform Building code Inspection Services

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Attached are: a) List of proposers submitted and tabulation b) the selection committee ranking and evaluation summaries c) the approved 2017 fiscal budget. In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

The subject project was legally advertised in the Stuart News on November 4, 2016. The Procurement Office sent complete proposal packages to four (4) suggested vendors. This solicitation was disseminated by DemandStar on-line, who notified Seven hundred and Ninety-one (791) interested vendors. Out of ten (10) planholders, three (3) responsive proposals were received by 2:30 pm on the RFP opening date, November 30, 2016.

On December 19, 2016, a three (3) member selection committee evaluated the proposals individually based on the following criteria: the firms' qualifications, experience, and knowledge; past performance; overall task approach and operational plan; location; and pricing proposed. The Selection Committee ranked GFA International as the top ranked firm to provide the Uniform Building Code Inspection Services.

Please review the attached documentation and signify by signature below your determination of award, request for further information or recommended rejection of all proposals.

Should you have any questions or if I might be of further assistance please call me at ext. 5308 or contact me by email at [ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us).

- Award of RFP #2017-164: Uniform Building code Inspection Services for the initial term of one (1) year with four (4) additional 1-year periods, to the top ranked firm: GFA International of Port St Lucie, FL, at their hourly rates proposed.
- Further information is required
- Recommend all proposals be rejected

  
\_\_\_\_\_  
Paul Nicoletti, City Manager

12-20-16  
\_\_\_\_\_  
Date

**SELECTION CRITERIA SCORE TABULATION**

**December 19, 2016**

**RFP #2017-164: UNIFORM BUILDING CODE INSPECTION SERVICES**

Comments: Committee members scored points individually based on each criterion for a total maximum value of 100 points. HIGHEST total points is ranked LOWER. Lowest ranking is considered the top ranked firm

PROPOSER'S NAME	COMMITTEE RANKINGS				
	Evaluator 1	Evaluator 2	Evaluator 3	TOTAL POINTS	FINAL RANKING
GFA International	86	90	85	261	1
JPI INC	65	80	75	220	2
M.T. Causley LLC	65	70	65	200	3

**IN HOUSE / SELECTION CRITERIA EVALUATION TABULATION**

**RFP #2017-164: UNIFORM BUILDING CODE INSPECTION SERVICES**

PROPOSER'S NAME	SELECTION CRITERIA						TOTAL POINTS	SCORE
	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	TOTAL POINTS		
	Professional Qualifications & Knowledge	Task Approach & Operational Plan	Past Performance	Pricing Proposed	Location			
	<b>30 points</b>	<b>30 points</b>	<b>10 points</b>	<b>20 points</b>	<b>10 points</b>	<b>100 Points</b>		
M.T. Causley LLC	25/20/25	25/30/25	5/5/5	5/10/5	5/5/5	65/70/65	200	
JPI INC	25/30/25	25/20/25	5/5/5	5/20/15	5/5/5	65/80/75	220	
GFA International	25/30/25	25/30/25	6/10/5	20/10/20	10/10/10	86/90/85	261	
<b>Total by Criteria</b>	75/80/75=230	75/80/75=230	16/20/15=51	30/40/40=110	20/20/20=60	<b>216/240/225</b>	<b>681</b>	

<b>EVALUATORS:</b>	<b>M</b>	<b>J</b>	<b>G</b>
(1) <b>Joe Hoffkins</b> :	65	65	86
(2) <b>Tom Reetz:</b>	70	80	90
(3) <b>Joly:</b>	65	75	85

Criteria 4: Variance between evaluators for pricing was due to Causley hr. minimum vs their regular and overtime hours were the same, and the comparison weighted between the 3 firms. The price based on the convenience and locality of the firms.

City of Stuart  
2017 Fiscal Budget  
Estimated Appropriations

Account	2015 Audited	2016 Current	Dept Request	Manager Recommend	Commission Adopt	% Change	
<b>001</b>	<b>GENERAL</b>						
<b>1211</b>	<b>BUILDING/PERMIT DIVISION</b>						
512	REGULAR SALARIES AND WAGE	269,450	336,232	410,339	402,847	402,847	19.81%
513	OTHER SALARIES AND WAGES	56,910	65,732	65,732	65,732	65,732	0.00%
	PART-TIME			65,732	65,732	65,732	
514	OVERTIME	19,674	10,000	10,000	10,000	10,000	0.00%
	OVERTIME			10,000	10,000	10,000	
515	SPECIAL PAY	11,699	9,396	5,594	5,594	5,594	-40.46%
521	FICA TAXES	26,468	26,441	37,612	37,039	37,039	40.08%
522	RETIREMENT CONTRIBUTIONS	39,581	38,677	45,287	44,724	44,724	15.63%
523	LIFE AND HEALTH INSURANCE	34,900	38,314	46,893	55,089	55,089	43.78%
524	WORKERS' COMPENSATION	669	709	709	4,329	4,329	510.85%
Total	PERSONAL SERVICES	459,352	525,501	622,167	625,354	625,354	19.00%
531	PROFESSIONAL SERVICES	2,940	115,005	20,000	20,000	20,000	-82.61%
	INSPECTION SERVICES			20,000	20,000	20,000	
534	OTHER SERVICES	1,279	5,250	1,250	1,250	1,250	-76.19%
	ARCHIVE MANAGEMENT SERVICES			500	500	500	
	MAINTENANCE CONTRACT - OFFICE EQUIPMENT			750	750	750	
540	TRAVEL AND PER DIEM	0	2,500	2,500	2,500	2,500	0.00%
	LOCAL CONFERENCES			500	500	500	
	TRAINING SEMINARS			2,000	2,000	2,000	
541	COMMUNICATIONS SERVICES	2,667	1,420	2,970	2,970	2,970	109.15%
	AIR CARDS			1,850	1,850	1,850	
	LONG DISTANCE			320	320	320	
	PHONE SETS			800	800	800	
542	FREIGHT/POSTAGE SERVICES	2,612	2,000	2,000	2,000	2,000	0.00%
	POSTAGE			2,000	2,000	2,000	
544	RENTALS AND LEASES	1,050	7,000	7,000	7,000	7,000	0.00%
	COPIER LEASE & USAGE			7,000	7,000	7,000	
545	INSURANCE	6,185	6,526	6,526	1,632	1,632	-75.00%
	FLOOD INSURANCE PORTION			186	0	0	
	TRICO GENERAL LIABILITY INSURANCE			6,340	1,632	1,632	
546	REPAIR AND MAINTENANCE	2,223	250	250	250	250	0.00%
	REPAIR AND MAINTENANCE			250	250	250	
547	PRINTING AND BINDING	1,110	1,500	1,500	1,500	1,500	0.00%
	PRINTING			1,500	1,500	1,500	
548	PROMOTIONAL ACTIVITIES	138,851	44,000	44,000	44,000	44,000	0.00%

# City of Stuart

# RFP TABULATION

121 SW Flagler Avenue, Stuart, FL 34994  
 Department of Financial Services  
 Procurement & Contracting Services Division

**RFP #** 2017-164  
**Project:** Uniform Building Code Inspection Services

**Addendums:** N/A  
**Date Opened:** 11/30/16

Lenora Darden, CPPB  
 Procurement Manager  
 Email: [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)  
 Telephone (772) 288-5308  
 Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

**Contract Term:** Annual: 1-year with additional option of 4 (1) one-year renewals  
 10 Planholders for this bid  
 Broadcast List 791 suppliers have been notified  
 Supplemental Suppliers 4 Supplemental Suppliers

Firms Submitting Proposals:		Billing Hrs		Hrly Rate		Billing Hrs		Hrly Rate		Pcard
		Item 1	Item 2	Item 1	Item 2	Item 1	Item 2	Item 1	Item 2	
1	MT Causley LLC	8		\$80.00		8		\$120.00		Yes
2	GFA International	4		\$72.00		4		\$108.00		Yes
3	JPI	8		\$74.76		8		\$74.76		Yes

## **STANDARD CONTRACT**



**CONTRACTOR:** GFA INTERNATIONAL INC.  
1215 WALLACE DRIVE  
DELRAY BEACH, FL 33444

**PROJECT:** RFP #2017-164: ANNUAL CONTRACT FOR UNIFORM  
BUILDING CODE INSPECTION SERVICES

### **CONTRACT FOR SERVICES**

THIS CONTRACT, hereinafter "Contract," made and entered into the 1<sup>st</sup> day of January, 2017 by and between GFA International Inc., hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

#### **I. PURPOSE OF CONTRACT**

City intends to enter into a contract with Contractor for provision of Uniform Building Code Inspection Services by the Contractor and the payment for those services by City as set forth below.

#### **II. SCOPE OF SERVICES**

The Contractor shall provide Uniform Building Code Inspection Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Uniform Building Code Inspection Services on an as-needed basis.

##### **Section 1. Scope of Service**

Contractor shall work with the Building Official in advising the City and the City Commission regarding Uniform Building Code Inspection Services as rendered. The services will be those customarily attendant to Uniform Building Code Inspection Services. The detailed scope of services to be performed and schedule of fees for those services is described in Exhibit A (Contractor's response to RFP #2017-164 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

#### **III. CONTRACT PROVISIONS**

##### **Section 1. Period of Service**

###### **1.1 Term of Contract**

After award of this Contract and receipt of contract documents, the effective date of this Contract shall be January 1, 2017. Term of this contract shall be for an initial period of one (1) year with the option of four (4) additional one-year renewal periods, upon the mutual written agreement of the parties.

## **Section 2. Compensation and Method of Payment**

### **2.1 Fee Schedule**

CITY will compensate Contractor for these Uniform Building Code Inspection Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period.

### **2.2 Invoices**

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

### **2.3 Payment**

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

### **2.4 Contractor Supplied Equipment**

Contractor shall provide their own ladders and any tools required to perform inspections. Contractor shall also provide their own cell phone, vehicle, fuel, vehicle maintenance and insurance.

### **2.5 Use of Documents**

All original documents that result from the Contractor's services pursuant to this Agreement shall be the sole property of the City.

## **Section 3. Guarantee**

The Contractor guarantees to provide inspection services and make good to the satisfaction of the City at the time of the inspection but does not **guarantee** future condition, efficiency, or life expectancy of systems or components.. Contractor further guarantees the successful performance of workmanship for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

## **Section 4. Audit**

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

## **Section 5. Contractor Responsibility**

### **5.1 Independent Contractor**

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

### **5.2 Responsibility for Work**

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

### **5.3 Contractor's Records**

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

## **Section 6. Termination**

### **6.1 Termination for Convenience**

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

### **6.2 Termination for Cause**

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful proposer seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

### **6.3 Default**

In the event that the Contractor cannot respond adequately to the needs of the City by any reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor.

### **6.4 Performance Evaluation**

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such

termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

## **Section 7. City's Obligations**

### **7.1 Project Manager**

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the Building Official.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is

#### **Project Manager**

Paul Danforth, PE., Project Manager  
521 NW Enterprise Drive  
Port Saint Lucie, FL 34986  
Phone: 772-924-3575  
Fax: 772-924-3580  
Email: [pdanforth@teamgfa.com](mailto:pdanforth@teamgfa.com)

## **Section 8. Persons Bound by Contract**

### **8.1 Parties to the Contract**

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

### **8.2 Assignment of Interest in Contract**

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

### **8.3 Other Entity Use**

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

### **8.4 Rights and Benefits**

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

## **Section 9. Indemnification of City**

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and

employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

## **Section 10. Insurance.**

### **10.1. Requirements**

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Proposal and included in “**Exhibit C**” of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor’s most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in “**Exhibit C**” attached hereto.

### **10.2 Certificate of Insurance**

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

## **Section 11. Professional Standards**

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

## **Section 12. Non-Appropriation**

This Contract is deemed effective only to the extent of the annual appropriations available.

## **Section 13. General Conditions**

### **13.1 Venue in Martin County**

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

### **13.2 Laws of Florida**

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

### 13.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

### 13.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

### 13.5 Contract Amendment

Agreement extends only to those services specifically described herein. If upon the request of the City, the Contractor agrees to perform additional services hereunder, the city shall pay the Contractor for the performance of such additional services an amount (in addition to all other amounts payable under this agreement) based on an hourly fee in accordance with Contractor's Fee Schedule, unless a Lump Sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

The City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. This agreement may be modified upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Stuart.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

### 13.6 Contractual Authority

**By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor,** and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

## 13.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

### **Section 14. Public Records**

**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 office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or [cwhite@ci.stuart.fl.us](mailto:cwhite@ci.stuart.fl.us) , City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.**

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

- At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph immediately above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

## **Section 15. Exhibits**

The following Exhibits are attached to and made a part of this Contract:

**“Exhibit A”** - "Proposal as Submitted by Respondent and Accepted by City"

**“Exhibit B”** - “Original Request for Proposal as Issued by City, including all Addenda”

**“Exhibit C”** - "Insurance and Indemnification."

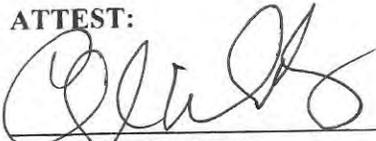
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**Signatures are on following page**

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

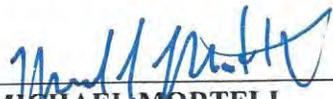
**CITY OF STUART, FLORIDA**

ATTEST:

  
\_\_\_\_\_  
CHERYL WHITE  
CITY CLERK

  
\_\_\_\_\_  
PAUL NICOLETTI  
CITY MANAGER

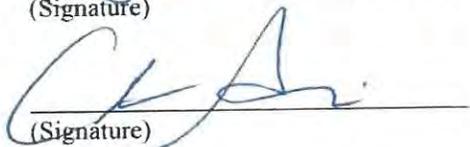
APPROVED AS TO FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
MICHAEL MORTELL  
CITY ATTORNEY

WITNESSES:

**CONTRACTOR**  
GFA INTERNATIONAL, INC.

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

Thomas Montano  
\_\_\_\_\_  
Printed Name

Branch Manager  
\_\_\_\_\_  
Title

Title

**EXHIBIT A**

**“PROPOSAL AS SUBMITTED BY RESPONDENT AND ACCEPTED BY CITY”**

# City of Stuart RFP #2017-164 Annual Contract for Building Code Services

Presented by:



November 30, 2016

**COPY**

November 30, 2016

Stuart City Hall  
Procurement & Contracting Services Office  
121 S.W. Flagler Avenue  
Stuart, Florida 34994

**RE: Request for Proposal – RFP #2017-164  
Uniform Building Code Inspection Services**

GFA International, Inc. (GFA) is pleased to submit this Request for Proposal package to the City of Stuart for Uniform Building Code Inspection Services.

GFA understands that the City is looking for firms and individuals to provide all labor, equipment, and materials necessary to provide Professional Uniform Building Code Inspection Services in accordance with the requirements of Chapter 468, Part XII, Building Code Administrators and Inspectors; and Chapter 553, Building Construction Standards, of the Florida Statutes. GFA is fully committed to provide each and every service as requested by the City.

For over 28 years, GFA has successfully built our state-wide reputation for superior service, trustworthy business management, and strict attention to health, safety and innovative engineering. The location of our office in Port St. Lucie will enable us to provide the scope of services at a beneficial pace and lowest possible rate.

**GFA's Code Review & Inspection Services**

GFA is certified to provide Building Code Inspection Services as required by Florida Legislation and Building Codes. Our Building Code Consultants and Inspectors are certified by the State of Florida and operate under the direct supervision of Professional Engineers, who are also certified as Special Inspectors of Threshold Buildings. Our inspectors carefully examine the quality of materials, workmanship, compliance with contract specifications and manufacturers recommendations. To assure the highest standards of quality, GFA maintains and operates its own state-of-the-art testing equipment and provides written and photographic reports as necessary to document construction activities.

**Our Understanding of the Scope**

GFA's inspection personnel are licensed pursuant to Chapter 468, Part XII, Florida Statutes by the Florida Department of Business Regulation for all disciplines the personnel inspect. Inspection services shall include, but not be limited to:

Air Conditioning (HVAC) System	Americans with Disabilities Act (ADA)
Building Code Compliance	Doors & Hardware
Electrical Systems	Elevators
Fences	Fireplaces & Chimney
Insulation	Plumbing Systems
Pool Decks or Patios	Pool Heaters
Roofing Systems	Saunas
Seawalls and Docks (Above Water Line)	Solar Heater Systems
Structural Components	Swimming Pools
Windows & Hardware	

GFA will provide a minimum of one (1) person with all applicable certifications required pursuant to Florida Statutes for the inspections conducted on a day to day basis. The person provided will be available during business hours Monday through Friday for inspection service. GFA personnel will report for work to the City Development Department, as instructed by the City Building Official. Duties will also include occasional building plan review and code enforcement inspections for determining unsafe buildings. These duties shall incur no additional fees.

GFA's inspection personnel may be required to attend evening meetings to provide Consultation to the City. Our inspection personnel may also be required to prepare and submit written reports as may be reasonably requested by the City. GFA's inspection personnel may be required to perform other related services for the City as follows:

- Log daily inspections and results in the computer.
- Review and process construction plans for obtaining building permits on an as-needed basis.
- Code enforcement inspections and reports on existing buildings relative to unsafe structures.

GFA will provide our own ladders and any tools required to perform inspections. GFA will also provide our own cell phone, vehicle, fuel, vehicle maintenance and insurance. In managing this contract, GFA will regularly consult with the City Building Official as to the quality of service being provided to the City.

#### **GFA's Guiding Principals**

Our mission is to provide the City of Stuart with cost-effective, efficient Uniform Building Code Inspection Services that ensure the standard of performance of our industry. Not only are our employees committed to fulfilling your needs, but also the hands-on principle management team is readily available to be of service, anywhere at any time. Mr. Paul Danforth, P.E. will serve as the initial point of contact for the contract. Mr. Danforth will assign personnel as projects are awarded and will oversee each project personally.

GFA appreciates the opportunity to be of service to the City of Stuart in support of the Uniform Building Code Inspection Services Contract and we look forward to your favorable reply. We have read and understand the Request for Proposal documents and the full scope of work. Given the opportunity, we are confident that GFA's extensive experience and expertise can provide the quality services the City desires and expects.

Thank you in advance for your consideration.

From our Team to Yours,  
**GFA International, Inc**



**Frederick G. Kaub, P.G.**  
 President



**Paul Danforth, P.E.**  
 Regional Vice President

## Qualifications/Knowledge/Experience

### Brief History of GFA International, Inc.

Founded in 1988, GFA International, Inc. (GFA) is a full-service Engineering and Geological consulting organization providing Building Code Inspection Services, as well as Environmental, Geotechnical, Construction Materials Testing, Threshold and Special Inspections, and Private Provider services, across a broad spectrum of industries. GFA has offices strategically located to service our clients throughout the State of Florida. For over 28 years, GFA has successfully built our state-wide reputation for superior service, trustworthy business management, and strict attention to health, safety and innovative engineering.



Founded in 1988, GFA International, Inc. (GFA) is a full-service Engineering and Geological consulting organization providing Building Code Inspection Services, as well as Environmental, Geotechnical, Construction Materials Testing, Threshold and Special Inspections, and Private Provider services, across a broad spectrum of industries. GFA has offices strategically located to service our clients throughout the State of Florida. For over 28 years, GFA has successfully built our state-wide reputation for superior service, trustworthy business management, and strict attention to health, safety and innovative engineering. Regardless of the scale of the project, GFA will develop a practical approach to successfully achieve your goals – on schedule and within budget.

### Team GFA's Code Review & Inspection Services Overview

GFA is certified to provide Building Code Consulting Services as required by Florida Statute Chapters 468, 471, and 481, as well as Chapter 533, Building Construction Standards. Our Building Code Consultants and Inspectors are certified by the State of Florida and operate under the direct supervision of Professional Engineers, who are also certified as Special Inspectors of Threshold Buildings. Our services include the required plan examinations for the requested project, in accordance with the Florida Building Code for the Structural, Mechanical, Electrical, Plumbing and Building Disciplines. GFA's certified staff can work with your design professionals during design development to ensure code compliance of the finished product, thus minimizing the time between design completion and permit issuance. Our certified staff also works with the local jurisdictions, as well as on-site personnel to ensure code compliance on each project. Our 24/7 availability minimizes construction delays due to inspection scheduling.

GFA will review construction documents for compliance with adopted codes and standards. After reviewing the documents, comments, if any, shall be returned with appropriate references. Plans will be stamped with "Approved for Code Compliance" after final review and approval of 100% construction documents and upon resolution of all outstanding comments.

In addition, complete construction inspection services are available for buildings such as roofing, insulation and drywall. Our inspectors carefully examine the quality of materials, workmanship, compliance with contract specifications and manufacturers recommendations. To assure the highest standards of quality, GFA maintains and operates its own state-of-the-art testing equipment and provides written and photographic reports as necessary to document construction activities.

**The following is a partial list of GFA's Building Inspection Services**

- Threshold Inspections
- Condition Reports
- MEP Inspections (Mechanical, Electrical, Plumbing)
- Framing (Metal and Wood)
- Roofing
- Structural Steel (Bolted and Welded)
- Concrete (Reinforced, Post-tensioned, Precast)
- American with Disabilities Act (ADA)
- Shoring and Reshoring

**Team GFA Qualifications**

- Extensive experience providing Inspections and Plan Review Services
- Multiple resources
- 9 Florida Registered Professional Engineers
- 7 Engineering Interns
- 3 Special Inspectors for Threshold Buildings
- 5 Florida Licensed Building Officials
- 3 ICC Master Code Professionals
- 11 Florida Licensed Plan Reviewers
- 23 Florida Licensed Building Inspectors
- Lead Special Inspector with over 30 years of experience



**Team GFA’s Government/Institutional Contracts for Building Code Inspection Services**

GFA’s team brings the City our renowned reputation for superior client service and thorough knowledge and complete understanding of Florida’s Building Code(s). GFA has held Continuing Services Contracts with many institutions across the State, including those presented below. For these clients, the services include threshold inspections, building code administration, plan review and building inspections.

- City of Stuart
- City of Fort Pierce
- City of Royal Palm Beach
- City of Boynton Beach
- City of Altamonte Springs
- Manatee County School District
- Collier County School District
- Lee County School District
- Brevard County School District
- Osceola County School District
- University of Florida
- Florida Atlantic University
- Florida Gulf Coast University
- Martin County School District
- Indian River County
- Town of Jupiter
- City of Palm Bay



**Team GFA’s Competitive Advantages**

- Exemplary record on municipal and public projects over the last 28 years
- Completed services on over 100 projects with construction costs of at least \$200 million
- Longevity, continuity & trust – same ownership and key management principals since 1988
- 99.9% customer satisfaction rating gained through actual and regular client testimonials
- Associated Builders and Contractors Business of the Year Award 2007
- South Florida Business Journal 2010 CEO of the Year Award to Frank Frione, CEO

**Specialized Threshold Inspection Information**

GFA is fully knowledgeable of the Qualified Program for Special Inspectors of Threshold Buildings (61G15-35.003) and their duty authorized representative (61G15-35.004) (2).

**Advantages to Codes & Plans Reviewed at GFA**

- In-house QA/QC Department
- Plan Review Logs Maintained Electronically
- Gained Efficiency (Cost Savings) with Shared Personnel Resources
- Code References Readily Available:
  - Florida Building Code References
  - NEC References
  - NFPA References
  - ASTM, ACI, AASHTO References
  - AISC, AWS References

**GFA's Local Knowledge**

GFA has an extensive knowledge of local conditions and practices within the immediate service area. We have Professional Engineers that have a unique understanding of the local engineering practices needed to assist the City of Stuart team on future projects.



## Similar Project Experience

GFA's highly-skilled team of professionals, inspectors and plan reviewers have worked on the numerous similar projects within the last 5 years.

### Similar Project Experience 1

**Brief Description** Continuing Service Contract – Building Services Support  
**Client** Indian River County  
**Representative** Scott McAdam, CBO  
**Address** 1800 27<sup>th</sup> Street, Vero Beach, FL 32960  
**Phone** (772) 226-1268  
**Experience** Building Inspection Services  
**Dates of Service** 05/09/15 to 09/01/16



### Similar Project Experience 2

**Brief Description** Continuing Service Contract – Building Services Support  
**Client** City of Fort Pierce  
**Representative** Marc Meyers  
**Address** 100 N. US 1, Fort Pierce, FL 34950  
**Phone** (772) 467-3710  
**Experience** Building Support includes GFA Plan Examiners and Building Inspectors  
**Dates of Service** 11/01/2013 to Current

### Similar Project Experience 3

**Brief Description** Continuing Service Contract – Building Services Support  
**Client** City of Stuart  
**Representative** Joe Hoffkins  
**Address** 300 SW St. Lucie Avenue, Stuart, FL 34994  
**Phone** (772) 600-1249  
**Experience** GFA provides a minimum of one (1) person with all applicable certifications required pursuant to Florida Statutes for the inspections conducted on a day to day basis. Duties also include building plan review and code enforcement inspections for determining unsafe buildings.  
**Dates of Service** 12/01/2011 to Current

### Similar Project Experience 4

**Brief Description** Continuing Service Contract - Building Code and Inspections  
**Client** Town of Jupiter  
**Representative** Roger Held  
**Address** 210 Military Trail, Jupiter, FL 33258  
**Phone** (561) 741-2669  
**Experience** Building Support includes Plan Examiners and Inspection services on an as needed, continuing basis, to perform commercial, residential and accessory structure plan reviews and residential and commercial building inspections (building, roofing, plumbing, gas, electric, mechanical HVAC, fire safety) for structures in which permits have been applied for or issued by the Town.  
**Dates of Service** 07/30/2013 to Current

**Similar Project Experience 5**

**Brief Description** Continuing Service Contract – Building Services Support  
**Client** Martin County  
**Representative** Andrew Bruhn  
**Address** 2401 Monterey Road, Stuart, FL 34996  
**Phone** (772) 260-7210  
**Experience** Building Department Support  
**Dates of Service** 05/01/2013 to Current

**Similar Project Experience 6**

**Brief Description** Continuing Service Contract – Building Services Support  
**Client** Martin County School District  
**Representative** David Spears  
**Address** 1050 E 10<sup>th</sup> Street, Stuart, FL 34996  
**Phone** (772) 223-3105  
**Experience** Plan Review, Inspection Services, Building Official and Materials Testing  
**Dates of Service** 05/01/2013 to Current

**Similar Project Experience 7**

**Brief Description** Continuing Service Contract - Building Services Support  
**Client** City of Altamonte Springs  
**Representative** Reggie Caruso  
**Address** 225 Newburyport Road, Altamonte Springs, FL 32701  
**Phone** (407) 571-8431  
**Experience** Building Services Support includes GFA Plan Examiners and Building Inspectors  
**Dates of Service** 12/2011 to Current

**Similar Project Experience 8**

**Brief Description** Continuing Service Contract - Building Services Support  
**Client** Florida Gulf Coast University  
**Representative** Tamera Baughman  
**Address** 10501 FGCU Blvd., Fort Myers, FL 33965  
**Phone** (239) 590-1000  
**Experience** Continuing Service Contract – Building Services Support  
**Dates of Service** Ongoing

**Similar Project Experience 9**

**Brief Description** Continuing Service Contract - Building Services Support  
**Client** Lee County School District  
**Representative** Tina Silcox, Construction Services  
**Address** 3308 Canal Street, Fort Myers, FL 33916  
**Phone** (239) 479-4245  
**Experience** Continuing Service Contract - Building Services Support  
**Dates of Service** Ongoing

**Similar Project Experience 10**

<b>Brief Description</b>	Continuing Service Contract - Building Services Support
<b>Client</b>	City of Boynton Beach, FL
<b>Representative</b>	Shane Kittendorf, Building Official
<b>Address</b>	100 E. Boynton Beach Blvd., Boynton Beach, FL 33425
<b>Phone</b>	(561) 742-6374
<b>Experience</b>	Building Services Support includes GFA Plan Examiners and Building Inspectors
<b>Dates of Service</b>	09/24/2014 to Current

**Our ongoing relationship with the City of Stuart, includes the following projects:**

- Wallace Mazda
- New England Seafood
- City of Stuart Water Treatment Plant
- Water's Edge Dermatology
- Pineapple Commons Shopping Center
- Willoughby Golf Club Pool Building Bar & Patio Addition
- Dunkin Donuts
- Stuart Congregational Church – Stuart Congregational Church of Christ
- Summerfield, Stuart – Trinity Construction
- Stuart SOD/Dolphin Aluminum, Handex
- Premier Site, Handex
- Stuart OCA #X311, URS
- Tire Kingdom Federal Highway, Douglas Development
- Stuart Pointe Apartments, Timothy Rose Contracting
- North Side Marina, Seawood & Altman
- 7-11 Kanner Highway, Shaw Environmental
- 1<sup>st</sup> Fidelity Bank, Bank Builders
- City Furniture, City Furniture
- Stuart Townhomes, Altman
- Martin County Middle School AA
- Murray Middle School
- Health Department
- Harbourage, 9 multi-level condominium buildings
- Publix and Retail Shoppes
- Assisted Living Facility
- Martin County Municipal Inspections (Stuart Point, 290 unit apartments)
- Martin County Aquatics Complex



## Resumes of GFA's Principal's

### Frederick G. Kaub, P.G.

**President and Owner of GFA International, Inc.**

**Registered Professional Geologist / Licensed Asbestos Consultant**

**1215 Wallace Drive**

**Delray Beach, FL 33444**

**561-347-0070**

[fkaub@teamgfa.com](mailto:fkaub@teamgfa.com)

Mr. Kaub assumes overall responsibility for the leadership of professional Geotechnical and Engineering services for all GFA contracts as Principal-in-Charge. Mr. Kaub serves in the capacity of Executive Liaison to company clients. He is a graduate of Indiana University (White Star Endowment Scholarship Recipient) with a B.S. in Geology; is a licensed Florida Professional Geologist; and is co-founder of GFA International, Inc. He has served in the capacity of Expert Professional for the South Florida Water Management District and is professionally involved and active in the following associations: Professional Member of: Geotechnical Society of America, Association of Engineering Geologists, American Institute of Hydrology, National Association of Environmental Professionals, Florida Association of Environmental Professionals, and Florida Groundwater Association.

### Education

- B.S., Geology, Indiana University (White Star Endowment Scholarship)

### Professional Registration

- Licensed Florida Professional Geologist #1344
- Licensed Florida Asbestos Consultant #AX 71
- Licensed Florida Well Water Contractor #11236
- Collier County Contractor License – Well Drilling Certified

### Professional Affiliations

- Geotechnical Society of America
- Association of Engineering Geologists
- American Institute of Hydrology
- National Association of Environmental Professionals
- Florida Association of Environmental Professionals
- Florida Groundwater Association

### Select Municipal Geotechnical and Testing Continuing Contract Experience

- South Florida Water Management District
- Southwest Florida Water Management District
- Village of Royal Palm Beach, FL
- City of Boynton Beach, FL
- City of Boca Raton, FL
- City of Fort Lauderdale, FL
- City of Margate, FL
- City of Miramar, FL
- City of Deerfield Beach, FL
- City of Naples, FL
- City of Punta Gorda, FL

- Village of Wellington, FL
- Alachua County, FL
- St. John's County, FL
- Polk County, FL
- Brevard County, FL
- Lee County, FL

#### **Select Building Department Services Experience**

- City of Stuart
- City of Altamonte Springs
- City of Haines City
- City of Lake Mary
- City of Port Orange
- City of St. Augustine
- City of Fort Pierce
- Osceola County Schools
- Broward County Public Schools
- Palm Beach County Schools
- Florida Gulf Coast University
- Florida Atlantic University
- Florida State University

#### **Select Project Experience**

- Drainage Improvements, Edler Drive (Stuart, FL)
- Terrace Road Water Main Installation (Stuart, FL)
- Courtyard at Marriott (Stuart, FL)
- Village Parkway Extension & Crosstown Parkway, PD&E Study (Port St. Lucie, FL)
- Jupiter Inlet Jetty Extension (Jupiter, FL)
- Canopy Creek Water Main (Port St. Lucie, FL)
- Banner Lake Gravity Main Improvements (Hobe Sound, FL)
- Herbert Hoover Dike, Task Orders 3 & 7 (Belle Glade, FL)
- OOCEA SR 408 253B Widening (Orlando, FL)
- Milling/Resurfacing of 91<sup>st</sup> Street, SW 8<sup>th</sup> – SR 26 (Gainesville, FL)
- Gladiolus Drive Widening, Pine Ridge Road – Winkler (Fort Myers, FL)
- SR 826, Sunset – Bird Road (Miami, FL)
- SR 834 – Sample Road (Pompano Beach, FL)
- SR 78 (Glades County, FL)
- Taxiway B Realignment (Naples, FL)
- A1A Widening (Jupiter, FL)
- Panther Trace Subdivision (Riverview, FL)
- FPL Manatee Plant Expansion (Parrish, FL)
- Loxahatchee River District Water Treatment Plant Expansion
- Oasis Singer Island – Two 20-story condominium towers (Singer Island, FL)
- Target – 190,000 SF Retail Center (Miramar, FL)
- Canal Lining for SR 713 – FDOT District 4 (Fort Pierce, FL)
- Harbor Island Development Preload (Hallandale, FL)
- Replacement of Marina Seawall @ PGA Marina (Palm Beach Gardens, FL)
- Elementary "L" (Kissimmee, FL)

- SR60 Bridge Westbound over Peace Creek (Bartow, FL)
- Lake County Judicial Center Expansion and Garage (Lake County, FL)
- U.S. Southern Command Headquarters (Doral, FL)
- 200 Las Olas (Fort Lauderdale, FL)
- Boca Raton and Club Conference Center (Boca Raton, FL)
- Brickell Financial Center (Miami, FL)
- Espirto Santos (Miami, FL)
- Consolidated Rental Car Facility – Fort Lauderdale-Hollywood International Airport (Fort Lauderdale, FL)
- Walgreens Distribution Facility (Orlando, FL)
- Lake County Parking Garage (Tavares, FL)
- City Hall Building (Boca Raton, FL)
- Boca Raton Fire Station #5 (Boca Raton, FL)
- Cape Coral Fire Station #1 (Cape Coral, FL)
- BRCH Waste Water Treatment Plant (Boca Raton, FL)
- Reverse Osmosis Water Treatment Plant (Highland Beach, FL)
- Boca Raton Water Treatment Plant (Boca Raton, FL)
- Storm Drainage Installation along Admiralty Boulevard (Rockledge, FL)
- Storm Drainage and Sewer Installation, Grissom Road & Falcon Blvd. (Cocoa Beach, FL)
- Reclaimed Water Main Installation (Boynton Beach, FL)
- 16" Brine Force Main to Spoon Bill Marsh (Vero Beach, FL)
- Water Main Replacement (Pompano Beach, FL)
- NW Water Main Replacement – 300-600 NW 8th Avenue (Pompano Beach, FL)
- Hillsboro Beach Restoration – Vibration Control Specialist (Hillsboro Beach, FL)
- Juno Beach Restoration – Vibration Control Specialist (Juno Beach, FL)
- Lake County Judicial Expansion & Parking Garage, FL (Lake County, FL)
- Elementary L, School District Osceola County (Osceola County, FL)
- Lockhart Middle School, Orange County School District (Orange County, FL)
- Martin County High School (Martin County, FL)
- Johns Island Beach Club (Johns Island, FL)
- Metrowest Church of the Nazarene (Orlando, FL)
- Palm Bay High School, Brevard County School District (Brevard County, FL)
- Lake Mary Community Center (Lake Mary, FL)

**Frank Frione, CEO****Chief Executive Officer and Owner of GFA International, Inc.****1215 Wallace Drive****Delray Beach, FL 33444****561-347-0070****[ffrione@teamgfa.com](mailto:ffrione@teamgfa.com)**

Mr. Frione is the Co-Founder of GFA International Inc. He is also the co-founder of affiliate businesses; Florida Mold Consultants, Inc., U.S. Drilling, Inc., and American Vibracore Services, Inc. Mr. Frione is responsible for all operations, business development and fiscal responsibilities at GFA.

**Experience**

Mr. Frione began his career in 1985 while working under the tutorage of Mr. Sam Gillotti PE, owner of Gillotti and Associates Inc., an engineering inspections company. He apprenticed with Mr. Gillotti until his retirement when he was given the opportunity to assume responsibility for the company.

At that time, the company operated primarily as an engineering inspections company. Realizing the potential to expand into other service lines, he initiated the development of an environmental division, a full-service construction materials laboratory and a geotechnical division. In 1988, he teamed with Frederick G. Kaub, P.G., a Florida Registered Professional Geologist to assist with these rapidly growing divisions whom later became business partners.

Throughout the years, GFA International has grown from 6 employees in 1988 to over 150 in recent years. The company has expanded to locations throughout the State of Florida and currently supports full service offices in Port St. Lucie, Fort Myers, Miami and our corporate headquarters located in Delray Beach.

**Professional Certifications, Qualifications, and Industry Achievements**

Mr. Frione has been instrumental in achieving the following industry certifications, qualifications and achievements:

- Governor Appointee, South Florida Regional Transportation Authority (2012 – Present)
- Executive Board Member, Construction Association of South Florida (2010 – Present)
- Past President and Current Board member, Construction Executives Association (Present)
- Board of Trustees, Everglades University/Keiser University (2009 – Present)
- Downtown Boca Raton Advisory Committee (2013 – Present)
- Boca Raton Business Improvement District – Steering Committee Member (Present)
- Downtown Development Authority City Delray Beach – Co-Chair (2014 – Present)
- Member, Vistage (The Executive Group) (2004 – Present)
- Rotarian, Boca Raton Rotary Club (2013 – Present)
- South Florida Business Journal, "Largest Engineering Companies" #14 (2013)
- CEO of the Year, South Florida Business Journal (2010)
- Business of the Year, Associated Builders and Contractors (2009)
- South Florida Business Journal, "Small Business of the Year" Award (1998)
- Nominated for Men With Caring Hearts Award, Florence Fuller Child Development Centers (2011)
- Community Service Award; Everglades University, Frione Family Scholarship
- Florida Registered Engineering Business (CA 4930)
- Florida Registered Geology Business (GB 118)

- Florida Licensed Asbestos Consulting Business (ZA404)
- Validated Testing Laboratory: US Army Corps of Engineers
- Construction Materials and Engineering Council (CMEC) Certified Laboratory
- Certified Testing Laboratory: Florida Department of Transportation
- FDOT Qualified – Work Groups: 9.1, 9.2, 9.3, 9.4, 9.4.1, 9.5, 10.1 and 10.3
- Fully owned and maintained fleet of drill rigs
- FDEP Certified Brownfield Redevelopment Program Contractor

**Charitable Affiliations**

- The Place of Hope
- Boca Raton Helping Hands
- Humane Society of Broward County – P.A.W.S. (Pets Are Worth Saving)
- Daniel D. Cantor Senior Center
- Junior Achievement, Business Hall of Fame Sponsor
- Co-Founder Associated Builders & Contractors Fishing Tournament (ABC)
- Habitat for Humanity
- Children’s Home Society
- Boys & Girls Club
- Covenant House
- Horses for the Handicapped
- Jack & Jill Children’s Center
- Dan Marino Foundation
- Leukemia & Lymphoma Society

## Other Key Resumes

### Paul H. Danforth, P.E.

**Regional Vice President  
Professional Engineer  
521 NW Enterprise Drive  
Port St. Lucie, FL 34986  
772-924-3575  
[pdanforth@teamgfa.com](mailto:pdanforth@teamgfa.com)**

Paul H. Danforth, P.E., Regional Vice President and a Florida Registered Professional Engineer, has been providing construction materials testing services and engineering consulting for over 31 years.

His past experience has included performing the duties of Threshold Inspector, Geotechnical Engineer, Structural Design Engineer, Civil Engineer, Project Manager, Engineering Technician and Quality Control Technician. As a licensed Special Inspector, Mr. Danforth has provided qualification of numerous threshold buildings.

Mr. Danforth oversees the Port St. Lucie, Fort Myers, and Delray Beach operations of GFA. Operations include Building Inspection, Geotechnical Evaluations, Construction Materials Testing, Structural Design, Threshold Inspection, Forensic and Plan Review services for residential, commercial, public and industrial projects.

### Education

- North Carolina University, Raleigh, North Carolina
- B.S. in Civil Engineering (1987)

### Licenses and Registrations

- Florida Registered Professional Engineer (1991) #44653
- Florida Registered Special Inspector (1996) #1103

### Organizations and Affiliations

- American Society of Civil Engineers
- Former Vice-Chairman of the City of Greenacres Code Enforcement Board

### Select Code Compliance and Inspection Experience

- Municipal Inspections (Stuart Point – 290 unit apartments – Martin County)
- Plan Review & Municipal Inspections (Bainbridge, Martin County)
- Plan Review & Threshold Inspections (Jupiter Yacht Club)
- Plan Review (The Resort at Singer Island – 20-story condo/resort)
- Plan Review (One Singer Island – 13 story Condo)
- Plan Review (28 model homes – Wellington)
- Private Provider & Inspections (Madison Green production homes – Royal Palm Beach)
- Plan Review, Inspections & Threshold Inspections (Abacoa Town Center)
- Plan Review, Inspections & Threshold Inspections (Crown Theatre at Abacoa – Jupiter)
- Plan Review & Threshold Inspections (2-20-story Condos – Riviera Beach)
- Plan Review & Threshold Inspections (20-story Condo – Riviera Beach)

### Select Project Experience

- Martin County Middle School AA (Cafeteria and Gymnasium) (Stuart, FL)
- Martin County Aquatics Complex (Stuart, FL)
- The Admiral at Jupiter Yacht Club (8-story Condo) (Jupiter, FL)
- The Point at Jupiter Yacht Club, (8-story Condo) (Jupiter, FL)
- The Mariner at Jupiter Yacht Club, (8-story Condo) (Jupiter, FL)
- The Office Building at Jupiter Yacht Club, (5-story Condo) (Jupiter, FL)
- Via Delfino (20-story Condo) (Singer Island, FL)
- Oasis Singer Island, (Two 20-story Condo) (Singer Island, FL)
- The Medalist Golf Club Clubhouse (Hobe Sound, FL)
- Jenson Beach High School (6 Educational Buildings) (Martin County, FL)
- Jupiter Ocean Grande – Buildings 1, 2, 3 and 4 (8-story Condos) (Jupiter, FL)
- Abacoa Town Center – Building 4/5/6 (5-story Mixed-use) (Jupiter, FL)
- Crown Theatre (2-story Theatre) (Jupiter, FL)
- Town of Jupiter Community Center (Jupiter, FL)
- Jupiter First Church (Jupiter, FL)
- Lantana Middle School – Cafetorium Building (Lantana, FL)
- Allegro at Abacoa Assisted Living (Jupiter, FL)
- State Road A-1-A Widening and Re-surfacing between Indiantown Road & Marcinski, (approximately 2 miles) (Jupiter, FL)
- Abacoa Secondary Roadway Construction & Utility Installation (approximately 2.5 miles) (Jupiter, FL)
- Bear's Club Roadway & Utility Installations (approximately 2.5 miles) (Jupiter, FL)
- The Ritz Carlton Golf Club and Spa Roadway and Utility Installations (approximately 2.5 miles) (Jupiter, FL)
- Abacoa Phase II Central Boulevard – Water, Sewer, Reuse and Surface Water Management System Improvements – NPBCID Unit of Development No. 9B (from Frederick Small Road to Indian Creek Parkway (approximately 2 miles) (Jupiter, FL)
- Tequesta Sewer Main Installation (approximately 2 miles) (Tequesta, FL)
- Center Street Sewer Main Installation (approximately 1 mile) (Jupiter, FL)
- Tract PC1 and Solid Waste Authority Access Road Improvements (approximately 1.0 miles) (Jupiter, FL)
- Jupiter Inlet Jetty Extension (Jupiter, FL)
- Boston Red Sox Spring Training Stadium (Fort Myers, FL)
- Vero Beach Elementary School (Vero Beach, FL)
- Wellington Regional Medical Center Women's Center (Wellington, FL)
- Lake County Judicial Expansion & Parking Garage (Lake County, FL)
- Elementary L, Osceola County School District (Osceola County, FL)
- Wellington Green Mall (1.1 million SF Regional Mall) (Wellington, FL)
- Dolphin Mall (1 million SF Regional Mall) (Miami, FL)
- Regency Dunes II (12-story Condo) (Hutchinson Island, FL)
- Jefferson at Flagler (9-story Condo, 4-story Parking Garage) (West Palm Beach, FL)
- Waverly at Las Olas (12-story Condo) (Fort Lauderdale, FL)
- The Victor Hotel (5-story Hotel) (Miami, FL)
- 1350 Main (17-story Condo/Retail) (Sarasota, FL)
- Oleander Power Plant – 5 Simple Cycle Units with Support Facilities (Cocoa, FL)
- Conniston Middle School – Cafetorium Building, Gymnasium (West Palm Beach, FL)
- Atlantic High School (All buildings designated as Hurricane Shelters) (Delray Beach, FL)

- Vero Beach Elementary School (Vero Beach, FL)
- Digital Domain (Tradition at Port St. Lucie, FL)
- Jupiter Medical Center Expansion (Jupiter, FL)
- FPL Manatee Plant Expansion (Parrish, FL)
- Loxahatchee River District Water Treatment Plant Expansion
- Over 2,000 Residential Structures (FL)
- Oasis Singer Island – Two 20-story condominium towers (Singer Island, FL)
- Target – 190,000 SF Retail Center (Miramar, FL)
- Canal Lining for SR 713 – FDOT District 4 (Fort Pierce, FL)
- Harbor Island Development Preload (Hallandale, FL)
- Replacement of Marina Seawall @ PGA Marina (Palm Beach Gardens, FL)

**Tom Montano, E.I.****Branch Manager – Port St. Lucie**

Mr. Montano 4 years of experience in the construction industry and is currently an Engineer in Training.

**Education**

- Rensselaer Polytechnic Institute, Troy NY
- Bachelor of Science in Civil Engineering Engineer in Training (2006 – 2010)

**Certifications**

- Engineer-in-Training
- OSHA30HR
- ACI Concrete Field Technician
- MTA NYC Transit Track Safety Certificate
- NYC DOB 32HR Supported Scaffold Certificate
- Permit Required Confined Space Awareness
- Supported Scaffold User Certificate
- PATH Roadway Worker Protection Certificate
- American Red Cross AED, First Aid, and CPR Certificate
- SWAC Clearance

**Career Experience****GFA International, Inc.****Operations Manager (2014 – Present)**

- Involved in all aspects of the business including client relations, project management, scheduling, and training

**Engineering Consulting Services Florida, LLC****Materials Testing & Inspections Department Manager (2012 – 2014)**

- Developed and implemented policies, standards and procedures for the work performed in the field and laboratory
- Responsible for marketing and managing client relations
- Communicated with clients to schedule daily work activities with project managers and superintendents
- Monitored procedures of field and lab technicians to ensure quality
- Managed a certified United States Army Corps of Engineers, FOOT and CMEC certified laboratory
- Ensured productivity and quality of service
- Managed and schedule subcontractors
- Managed special/threshold inspectors performing structural inspections and observations
- Established scope of work and resources required to successfully complete projects

**Joel Campbell**  
**Standard Building Inspector**

**Education**

- Graduated in December 1994 from Indian River Community College
  - Associates of Arts Degree in Business

**Work Experience**

**Capri Engineering (May 2003 – November 2007)**

- Deputy Branch Manager & Senior
- Building Inspector

**PEICO (August 2001 – May 2003)**

- Building Inspector

**Village of North Palm Beach (February 1999 – August 2001)**

- Building Inspector

**Richard J. Greco Building Contractor (April 1998 – February 1999)**

- Superintendent

**Tim Givens Building & Remodeling (May 1995 – March 1998)**

**Richard J. Greco Building Contractor**

**Coastline Properties, Inc.**

**Dennis McGuire Construction**

- Carpentry/Superintendent Contractor

**Coastline Properties, Inc. (June 1990 – May 1995)**

**Polo Homes of Palm Beach**

**Mustapick Homes**

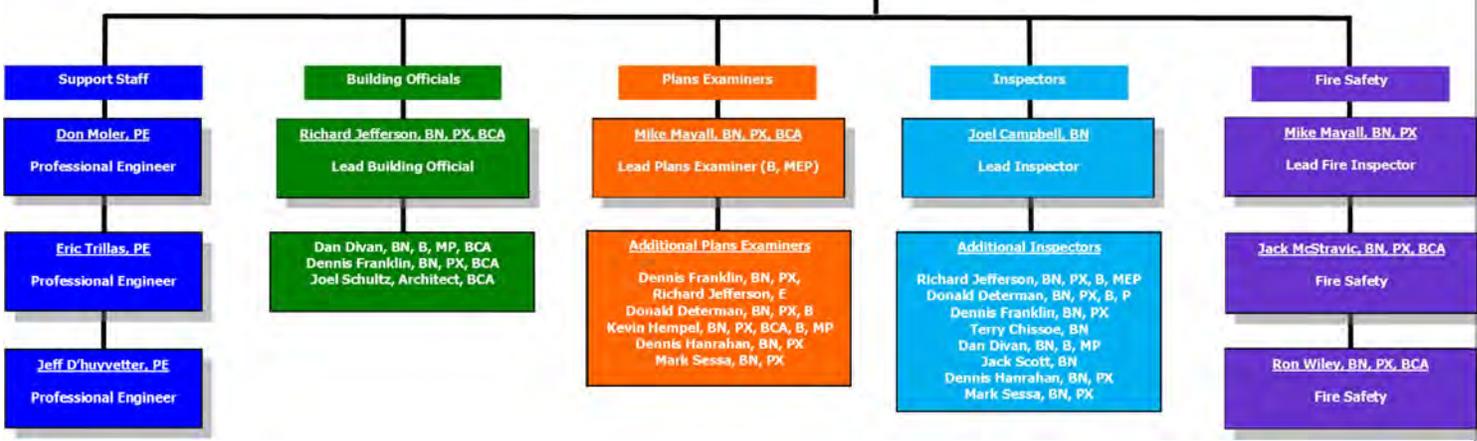
**Dennis McGuire Construction**

**Provident Construction Company**

- Carpentry Contractor

**Trafalgar Developers of Florida, Inc. (June 1981 – June 1990)**

- Assistant Superintendent/Carpenter



# TAB 2

## Operational Plan



## Operational Plan

GFA International, Inc. (GFA) has a simple and effective management plan. Management starts at the top with Frank Frione, CEO and Fred Kaub, President. Their leadership and drive sets a level of expectation above the average. The success of GFA is greatly due to their high expectations that they require of all employees.

### Acknowledgement of Scope

We understand the scope of work to be performed for the City of Stuart. Thanks to over 28 years of quality work on municipal projects, GFA is ready to meet your needs and exceed your expectations.

GFA will provide all labor, equipment, and materials necessary to provide Professional Uniform Building Code Inspection Services in accordance with the requirements of Chapter 468, Part XII, Building Code Administrators and Inspectors; and Chapter 553, Building Construction Standards, of the Florida Statutes and GFA is committed and available to provide each and every service as requested by the City.

GFA will provide a minimum of one (1) person with the applicable certifications required pursuant to Florida Statutes for the inspections conducted on a day to day basis. The inspector will be available to work during business hours Monday-Friday, 8:30 am – 5:00 pm. The Inspector will report for work to the City Development Department, 121 SW Flagler Avenue, as instructed by the City Building Official.

The inspection services required will include, but aren't limited to:

Air Conditioning (HVAC) System	Americans with Disabilities Act (ADA)
Building Code Compliance	Doors & Hardware
Electrical Systems	Elevators
Fences	Fireplaces & Chimney
Insulation	Plumbing Systems
Pool Decks or Patios	Pool Heaters
Roofing Systems	Saunas
Seawalls and Docks (Above Water Line)	Solar Heater Systems
Structural Components	Swimming Pools
Windows & Hardware	

GFA will also support occasional building plan review and code enforcement inspections for determining unsafe buildings with no additional fees. The Inspector will attend evening meetings, as required, to provide consultation to the City. Inspection personnel will prepare and submit written reports as reasonably requested by the City.

The Inspector will perform other related services for the City, which may include:

- Log daily inspections and results in the computer
- Review and process construction plans for obtaining building permits on an as-needed basis (separate hourly fee)
- Code enforcement inspections and reports on existing buildings relative to unsafe structures

GFA will provide our own ladders and any tools required to perform inspections. The Inspector will have their own cell phone, vehicle, fuel, and vehicle maintenance/insurance. All personnel at

GFA will provide the highest level of customer service; they will be prompt, courteous, helpful and professional in performing their duties.

The GFA inspector will conduct the requested inspection as soon as possible following the notification by the City. GFA Plan Examiners, Building Code Inspectors, and Building Code Administrators will be available and can be contacted by the City at any time. GFA will provide the City with required number of Plan Examiners and Building Code Inspector(s) within 24 hours of an emergency request made by a City Representative. As conditions warrant, GFA's personnel can be directed to multiple sites to accommodate daily needs as they arise. The City inspection and reporting procedures will be utilized by GFA personnel.

### **Documentation**

#### **Plan Review**

GFA will record plan review comments in a "Comment Spreadsheet", referencing the sheet number, comment, and code reference. The spreadsheet will be forwarded to the City personnel as directed for review and comment. The comments will remain "open" until resolved by the City and GFA.

#### **Inspections**

Upon the completion of each assigned inspection, GFA inspectors will record each inspection on an inspection form that is acceptable and pre-approved by the city representative. GFA will be responsible for producing and signing a fully completed inspection report form indicating whether the inspection passed or failed. GFA will post this form at the project site as well as email or fax a copy of such form to the City within 2 business days of the inspection. GFA inspectors will maintain records of all assigned and completed inspections at the project site at all times and can make these same records available for review if requested by the Building Official or his designee. If a GFA inspector witnesses an immediate threat to the public's safety, health or welfare, then GFA will immediately report such conditions to the Building Official or his designee.

#### **Plan Review for Compliance**

GFA will review construction documents for compliance with adopted codes and standards. After reviewing the documents, comments, if any, shall be returned with appropriate references. The permit will be after final review and approval of 100% construction documents and upon resolution of all outstanding comments.

### **Communication**

All of our Inspectors and Plans Examiners are supplied with cell phones for direct communication with department personnel and are available on a 24 hour, seven-day a week basis for emergency situations.

Our goal is to integrate into and become an asset to the City of Stuart. All staff will accept direction and instructions, while performing their responsibilities independently and in a professional manner with minimal supervision. Hiring professional staff is the base to providing exceptional service and at GFA, our hiring process is more comprehensive than industry average.

GFA thoroughly understands the expectations and requirements of The City of Stuart, given the many similar contracts that we have executed over the years.

### **Quality Assurance**

Our Quality Assurance program starts with our recruitment approach; we hire only qualified, honest, and diligent people. GFA's carefully screened personnel, combined with our internal QA

procedures, streamlined operating procedures, modern tools, reliable vehicles, and management oversight, results in superior quality services that GFA is known for.

### **Value Methodology Applicability**

GFA applies Value Methodology wherever cost and/or performance improvement is desired. That improvement can be measured in terms of monetary aspects and/or other critical factors such as productivity, quality, time, energy, environmental impact and durability. It can beneficially be applied to virtually all areas of construction. With respect to this submittal, Value Methodology is applicable to the Plan Review and Inspection arenas. However, decisions based primarily upon one technical discipline will often have significant effects on other disciplines within the project. Therefore, during the value management process, GFA will communicate potential areas for improvement continuously with the City team members.

### **GFA's Approach to Services / Guiding Principals**

Our mission is to provide the City with cost-effective, efficient Uniform Building Code Inspection Services that exceed the standard of performance in our industry. Integrity is the keystone of our business relationship with all of our clients. Not only are our employees committed to fulfilling your needs, but also the hands-on principle management team is readily available to be of service, anywhere at any time. Our standard of performance is to provide the needed service correctly the first time. Our principals are very active and visible in the daily operations and project management of every project. This approach is what separates us from our competition.

We have a full-time staff of employees ready to move forward immediately with all requirements of this contract. Prior to presenting this qualification statement, our principals reviewed the anticipated scope of work under this contract to determine the allocation of our company resources should we become the successful consultant. We determined that GFA has the available assets in terms of personnel and equipment to successfully perform the work under this contract. GFA does not anticipate the current workload to affect our ability to achieve the City's goals for this contract.

### **The GFA TEAM has:**

- Established a long-term presence and commitment to Florida, including the City of Stuart
- A successful, proven track record of providing Building Code Inspection Services
- Ample, qualified staff available to meet all project requirements
- An office in Port St. Lucie, which allows for effective use of personnel, equipment and supervision
- Strong management capabilities and a serious commitment to safety
- Complete understanding of the City of Stuart's needs
- Extensive, relevant experience
- Strong desire and commitment to continue our relationship with the City of Stuart

# TAB 3 Proposal Form



**PART V RFP SUBMITTALS**

**5.1 PRICE PROPOSAL FORM**

Respondents are to make no changes to the table below and are to fill the table out completely. Values must be provided for all categories below and must represent the total cost for each service. No additional charges will be invoiced to or paid by the City of Stuart.

ITEM	DESCRIPTION	MINIMUM BILLING HOURS	HOURLY RATE
1	Normal business hours – Inspection and plans review services requested by the City of Stuart.	4	\$ 72
2	After hours inspection and plans review services requested by the City of Stuart	4	\$ 108

Preferred method of payment is by the City Purchasing Card (VISA). **DO YOU ACCEPT THE PURCHASING CARD (VISA)?** Yes  No

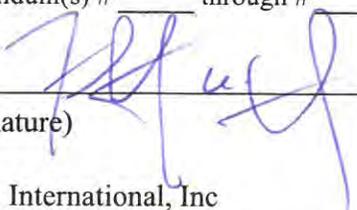
The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of **ninety** (90) calendar days from the date proposals are opened.

*The City of Stuart offers proposers who commit to accepting the Purchasing Card, noted above in the Proposal Form as payment method, a one percent (1%) reduction in their overall price for evaluation purposes only. When evaluating prices submitted by proposers in response to this solicitation, the total offered price of a proposer committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other proposers' offered price. If the committed proposer is awarded the contract, the award will be at the negotiated contract price.*

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # \_\_\_\_\_ through # \_\_\_\_\_ Respondent's Initials \_\_\_\_\_

  
 \_\_\_\_\_  
 (Signature)

Fred Kaub, P.G., President  
 \_\_\_\_\_  
 (Printed Name)

GFA International, Inc  
 \_\_\_\_\_  
 Name of Company, Firm

President  
 \_\_\_\_\_  
 (Printed Title)

561-347-0070  
 \_\_\_\_\_  
 Telephone Number

561-395-5805  
 \_\_\_\_\_  
 Facsimile Number

fkaub@teamgfa.com  
 \_\_\_\_\_  
 Email Address

# TAB 4 Insurance





# TAB 5 References



## REFERENCES

Proposer shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.

1. Company Name Town of Jupiter  
Contact Name and Title Roger Held, CBO  
Address 210 Military Trail, Jupiter, FL 33258  
Phone Number (561) 741-2669 E-Mail Address rogerh@jupiter.fl.us  
Length of contract or business relationship: Start Date 07/30/2013 End date Current  
Contract Value \$ ~400,000 Annually  
Description of work provided on this contract Continuing Service Contract - Building Services  
Inspections and Plan Review

---

2. Company Name Indian River County  
Contact Name and Title Scott McAdam, CBO  
Address 1800 27th Street, Vero Beach, FL 32960  
Phone Number (772) 226-1268 E-Mail Address smcadam@ircgov.com  
Length of contract or business relationship: Start Date 05/09/2015 End date Current  
Contract Value \$ ~100,000 Annually  
Description of work provided on this contract Continuing Service Contract - Building Services  
Inspections and Plan Review

---

3. Company Name Martin County  
Contact Name and Title Andrew Bruhn, CBO  
Address 2401 SE Monterey Road, Stuart, FL 34996  
Phone Number (772) 320-3070 E-Mail Address abruhn@martin.fl.us  
Length of contract or business relationship: Start Date 05/01/2013 End date Current  
Contract Value \$ ~90,000 Annually  
Description of work provided on this contract Continuing Service Contract - Building Services  
Inspections and Plan Review

---

# TAB 6

## Submittal Forms & Request Information



**Certificate of Authorization (State of Florida)**

*State of Florida  
Department of State*

I certify from the records of this office that GFA INTERNATIONAL, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 1998.

The document number of this corporation is P98000089761.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 22, 2016, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixteenth day of May, 2016*



*Ken Detjen*  
**Secretary of State**

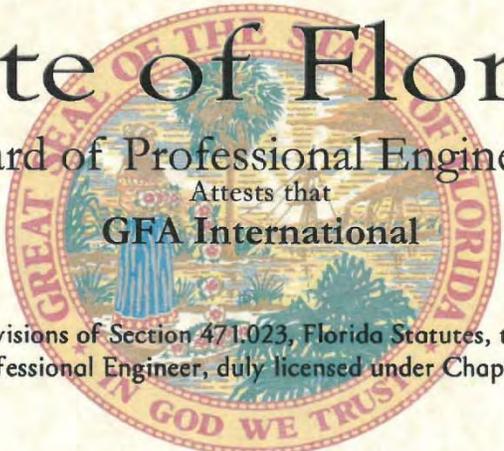
Tracking Number: CU3933212285

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**Registered Professional Engineer License**

**State of Florida**  
Board of Professional Engineers  
Attests that  
**GFA International**



is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2017  
Audit No: 228201700242

CA Lic. No:  
**4930**

**Registered Geology Business License**

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF PROFESSIONAL GEOLOGISTS

LICENSE NUMBER
GB118

The GEOLOGY BUSINESS  
Named below IS CERTIFIED  
Under the provisions of Chapter 492 FS.  
Expiration date: JUL 31, 2018

GFA INTERNATIONAL  
1215 WALLACE DRIVE  
DELRAY BEACH FL 33444



**Registered Asbestos Business Organization License**

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ASBESTOS LICENSING UNIT



<b>LICENSE NUMBER</b>	
	ZA404

The ASBESTOS BUSINESS ORGANIZATION  
Named below IS LICENSED  
Under the provisions of Chapter 469 FS.  
Expiration date: NOV 30, 2017

GFA INTERNATIONAL INC  
FREDERICK GEORGE KAUB  
1215 WALLACE DRIVE  
DELRAY BEACH FL 33444



**Palm Beach County Business Tax Receipt**

 **ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*  
**Serving you.**

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
1215 WALLACE DRIVE STE A  
DELRAY BEACH, FL 33444-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0016 ENGINEER BUSINESS	GFA INTERNATIONAL	4930	B16.506068 - 08/23/16	\$99.00	B40129793

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA  
PALM BEACH COUNTY  
2016/2017 LOCAL BUSINESS TAX RECEIPT  
**LBTR Number: 200803256**  
**EXPIRES: SEPTEMBER 30, 2017**

GFA INTERNATIONAL  
GFA INTERNATIONAL  
1215 WALLACE DR STE A  
DELRAY BEACH, FL 33444-4600

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

**City of Delray Beach Business Tax Receipt**

**CITY OF DELRAY BEACH**  
BUSINESS TAX RECEIPT  
& CONTRACTOR REGISTRATION

87920

**RESTRICTION:**  
OWNER/QUALIFIER: DESNOYERS, JOHN F.  
BUSINESS NAME: GFA INTERNATIONAL  
LOCATION: 1215 WALLACE DR  
CLASSIFICATION: PROFESSIONAL-ENGINEERS

RECEIPT NO 17 00041408  
CONTROL NO 127412  
DATE ISSUED: 10/10/16  
BUSINESS TAX FEE: 181.24  
DELINQUENT FEE: .00  
TRANSFER FEE: .00

GFA INTERNATIONAL  
1215 WALLACE DR  
DELRAY BEACH FL 33444

**TOTAL AMOUNT PAID: 181.24**

BUSINESS TAX RECEIPT ISSUED FOR THE PERIOD  
OCTOBER 1 2016 TO SEPTEMBER 30 2017

**BUSINESS TAX RECEIPT MUST BE  
CONSPICUOUSLY DISPLAYED TO  
PUBLIC VIEW AT BUSINESS LOCATION**

Notice: This business tax receipt becomes NULL and VOID if ownership, business name, or address is changed. Applicant must apply for Transfer.

**Port St. Lucie Business Tax Receipt**

	<b>CITY OF PORT SAINT LUCIE BUSINESS TAX RECEIPT</b> <i>PLEASE POST IN CONSPICUOUS PLACE OR KEEP ON PERSON</i> Term : 10/1/ 2016 — 9/30/ 2017 <b>2016 - 2017</b>
Business Address: <b>521 NW ENTERPRISE DR.</b>	BTR#: 127198 Date Made: 09/28/2016
Business Name: <b>GFA INTERNATIONAL INC</b>	 Business Tax Authority
Mailing Address: <b>521 NW ENTERPRISE DR</b>	
<b>PORT ST LUCIE, FL 34986</b>	
Category: <b>Category 3 PROFESSIONAL</b>	\$134.00
Additional Data: <b>ENGINEERING FIRM</b>	
<b>Total Tax Paid: \$134.00</b>	

**5.5 PROPOSAL CHECKLIST FORM**

A. All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. This form is to be submitted with proposal package.

- 1. Letter of Transmittal Yes  No
- 2. Acknowledgment of addendum & submission with RFP Yes  No
- 3. Proposal Form Yes  No
- 4. Proof that Firm name is registered with their State of Origin Yes  No
- 5. Submit a copy of all Licenses, Certificates, Registrations, Permits etc. Yes  No
- 6. Submit any data in reference to Contract Performance Yes  No
- 7. Evidence of Insurance Yes  No
- 8. Reference Form Yes  No
- 9. Subcontractors Form Yes  No
- 10. Additional Data is submitted (Optional) Yes  No
- 11. Total of Five (5) sets (one (1) original and four (4) copies, one (1) electronic copy (PDF format preferred) on a CD or flash drive are submitted) Yes  No

**RFP 2017-164**  
*(to be submitted with RFP response)*

**COMPANY NAME:** \_\_\_\_\_

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

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

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by: Fred Kaub, P.G., President

*(print individual's name and title)*

for: GFA International, Inc

*(print name of entity submitting sworn statement)*

whose business address is: 1215 Wallace Drive, Delray Beach, FL 33444

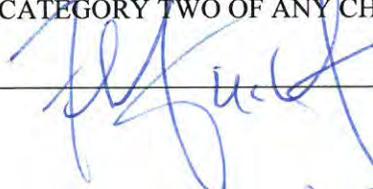
and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0874962

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

\_\_\_\_\_  
Signature 

Sworn to and subscribed before me this 30th day of November, 2016.

Personally known  OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
*Sarina Bautista*

Type of Identification \_\_\_\_\_

Notary Public – State of Florida

My Commission Expires: 5/31/18

SEAL OR STAMP



# TAB 7

## Prohibition Non-Collusion/ Conflict of Interest Disclosure Statements



### **Prohibition Non-Collusion/Conflict of Interest Disclosure Statements**

- A. The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.

# TAB 8

## Optional Information



**Optional  
Letters of Reference**



---

**Town of Jupiter**  
**Engineering & Public Works Department**

---

210 Military Trail ~ Jupiter, Florida 33458 ~ Phone (561) 741-2372 ~ Fax (561) 741-2515  
www.jupiter.fl.us

May 27, 2015

Thomas Montano, E.I.  
GFA International, Inc  
521 NW Enterprise Drive  
Port St Lucie, FL 34986

**RE: Town of Jupiter General Geotechnical Engineering, Material Testing and  
Field Inspection Services Contract #JW 12-03B**

Dear Mr. Montano:

The Town of Jupiter has worked with GFA on numerous Town Engineering Division projects under the subject continuing services contract and prior to the establishment of said contract. In addition, the Town has worked with GFA when they provided services to various private development projects within the municipal boundaries. It has been my experience that GFA has been very responsive and professional, and has provided consistent excellent, timely, high quality service, meeting the Town's service needs.

Furthermore, our work experience with you as the key person on the GFA team indicates your successful and consistent management approach toward offering prompt, reliable and high quality service to your clients/customers.

We look forward to working with GFA on many more projects in the future months and years, and I would recommend GFA to other organizations seeking prompt, reliable and high quality professional service and expertise.

Sincerely,

Thomas V. Drsicoll, P.E.  
Director of Engineering, Parks & Public Works



---

## Town of Jupiter Building Department

---

210 Military Trail  
Jupiter, Florida 33458

July 24, 2015

To whom it may concern,

Re: GFA International, Inc. Building Department Support Services

GFA International, Inc. has been providing inspection, plan review & permit technician support services for the Town of Jupiter since September 2013. During the recent ebb and flow of the construction industry, it has been my experience that GFA has been very responsive to our labor needs. They have consistently provided excellent, timely, high quality service, meeting our customer service needs. GFA's pricing structure has been very competitive and beneficial in meeting our budgetary demands.

We look forward to continuing working with GFA's team in the future months and years, and I would highly recommend GFA to other organizations seeking prompt, reliable and high quality professional service and expertise.

If there are any questions, please feel free to contact me at 561-741-2669.

Sincerely,

Roger Held  
Building Official

210 Military Trail • Jupiter, Florida 33458 • Phone (561) 746-5134 • Fax (561) 575-7785

# TAB 9

## Addenda

(N/A)



**EXHIBIT B**

**"ORIGINAL RFP AS ISSUED BY CITY, INCLUDING ALL ADDENDA"**



# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement and Contracting Services Division

Lenora Darden, CPPB  
Procurement Manager  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

## **LEGAL NOTICE FOR RFP #2017-164**

### **ANNUAL CONTRACT FOR UNIFORM BUILDING CODE INSPECTION SERVICES**

The Stuart City Commission, Stuart, Florida is soliciting qualified firms to furnish all labor, equipment, materials and incidentals required to accomplish the work for Professional Building Code Inspection Services in accordance with the requirements of Chapter 468, Part XII, Building Code Administrators & Inspectors; and Chapter 553, Building Construction Standards, of the Florida Statutes, and in accordance with these specifications.

A complete RFP package can be requested from Onvia DemandStar at <http://www.demandstar.com>, or by calling (800) 711-1712. A complete RFP package may also be obtained by contacting the City's Procurement Office at 772-288-5320 or by email at [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us). The City of Stuart is not responsible for the content of any RFP package received through any 3<sup>rd</sup> party service or any source other than DemandStar by Onvia or the City of Stuart Procurement Division.

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Firms desiring to provide the services described above shall submit one (1) original and four (4) copies with **one (1) electronic copy (PDF format preferred) on a CD or flash drive** of their proposals, containing all of the required information **no later than 2:30 pm, November 30, 2016**. Submittals will be accepted by hand delivery overnight delivery or by U.S. Mail to Procurement and Contracting Services Division, 121 SW Flagler Avenue, Stuart, Florida 34994. Submittals received after that date and time will not be accepted or considered and will be retained unopened. Submittals will be opened as soon as practicable thereafter.

**Mail/Overnight/Hand Deliver Submittal Responses to:**  
Stuart City Hall  
Procurement & Contracting Services Office  
121 S.W. Flagler Avenue  
Stuart, Florida 34994

**Mark outside of envelope: RFP #2017-164-“Annual Contract for Uniform Building Code Inspection Services”**

**Publish Date: November 4, 2016**

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## **PART I GENERAL INFORMATION**

### **1.1 OVERVIEW**

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide all labor, equipment, and materials necessary to provide Professional Uniform Building Code Inspection Services in accordance with the requirements of Chapter 468, Part XII, Building Code Administrators & Inspectors; and Chapter 553, Building Construction Standards, of the Florida Statutes, and as described herein.

### **1.2 DEFINITIONS**

"Proposer" shall mean Contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposal.

"Building Inspector" shall mean Building Inspector is someone who inspects building construction for compliance with building codes. A Plans Examiner is a person who is qualified to determine that plans submitted for purposes of obtaining building permits comply with building codes. Perform inspections of the structural, roofing, electrical, plumbing, and mechanical work on a house or building being constructed or renovated, regardless of compensation.

### **1.3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING**

Office of Procurement and Contracting Services Division  
City of Stuart  
121 S.W. Flagler Avenue  
Stuart, Florida 34994

### **1.4 CONTRACT AWARD**

The City of Stuart anticipates entering into a contract with the proposer who submits the proposal judged by the City to be most advantageous. The City anticipates awarding one contract, but reserves the right to award to more than one, if it's in the City's best interests to do so. The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties. A sample Contract is attached to this RFP. The City anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP is subject to negotiation and may deviate from the Sample Contract, if in the City's opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to enter negotiations with the second, most responsive and responsible proposer determined by the selection committee, or it may re-solicit proposals.

The City reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

## **1.5 DEVELOPMENT COSTS**

Neither the City, nor its' representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

## **1.6 INQUIRIES**

The City will not respond to oral inquiries. Interested proposers may contact the Procurement Office, regarding questions about the proposal at email: [ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us) or facsimile: (772) 600-0134. The Procurement Office will also receive written requests for clarification concerning the meaning or interpretation of this RFP, until seven (7) days prior to the submittal date. Questions shall be faxed or emailed with reference to the RFP number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the Procurement Office.

## **1.7 TIMETABLES**

The City and proposers shall adhere to the following schedule in all actions concerning this RFP:

- A. On November 4, 2016 the City issues the RFP.
- B. From November 4, 2016 to November 23, 2016, the City will receive and answer written inquiries received by fax, mail or email.
- C. The City must receive the proposals by the closing time and date of 2:30 PM on November 30, 2016.
- D. The City will review and evaluate the proposals in a timely manner.
- E. Short listed firms may be scheduled for presentations/clarifications as detailed in 4.1 below.
- F. The City may enter into a contract after obtaining appropriate approvals and conducting negotiations. The City will notify all unsuccessful proposers.
- G. Anticipate effective date of the Contract for these services is intended on or about January 1, 2017.

## **1.8 DELAYS**

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda submitted to the City.

## **1.9 QUALIFICATION SUBMISSION AND WITHDRAWAL**

The City will receive all proposals at the following addresses:

**Stuart City Hall  
Procurement & Contracting Services Division  
121 S.W. Flagler Avenue  
Stuart, Florida 34994**

To facilitate processing, please mark the outside of the envelope as follows: **RFP #2017-164 “Annual Contract for Uniform Building Code Inspection Services”** The envelope shall also include the proposer's return address.

Respondents shall submit one (1) original and four (4) copies of the proposal submittal with each marked "COPY", and one (1) **electronic copy (PDF format preferred) on a CD or flash drive** in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

***THE CITY MUST RECEIVE ALL PROPOSALS BY  
2:30 P.M. NOVEMBER 30, 2016.***

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5320, before proposal closing time. A proposal received by the City Procurement Office after the established deadline will be retained unopened.

Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

**1.10 ADDENDA**

If revisions become necessary, the City will provide written addenda to all respondents who received the Request for Proposals. All addenda issued by the City of Stuart in regard to this RFP shall be acknowledged. Failure to acknowledge all addenda may result in disqualification.

The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The City shall not be responsible for providing notice of addenda to potential proposers who receive a RFP package from sources other than the City or DemandStar by Onvia.

All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City.

**1.11 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.

**1.12 INSURANCE**

The respondent, if awarded a contract, shall maintain insurance coverage (Item 5.2) reflecting the minimum amounts and coverages as required by the City.

**1.13 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for 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 for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

#### **1.14 SUSPENDED VENDOR**

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information)

#### **1.15 ASSIGNMENT & SUBCONTRACTING**

The successful proposer will not be permitted to assign its contract with the City without obtaining prior written approval of the City of Stuart. If a vendor subcontracts or subleases employees for any portion of this contract **for any reason**, the proposer must include, in writing the **name and address of the Subcontractor or leased employee/firm, and must obtain all the same insurance requirements, licensing, and certification requirements with prior approval by the City.** Name of the person to be contacted, include telephone number and extent of work to be performed. This information is to be submitted with RFP response (Item 5.4). If vendor should need to change subcontractor information, changes are subject to the approval by the City. The City reserves the right to reject a proposal of any proposer if the proposal names a subcontractor or leased employee who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

#### **1.16 PROPOSAL AS PUBLIC DOMAIN**

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of Chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise "restricted".**

#### **1.17 PUBLIC RECORDS: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action**

**Note: 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 office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or [cwhite@ci.stuart.fl.us](mailto:cwhite@ci.stuart.fl.us) , City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.**

In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.

- B. Upon request from the public agency's custodian of public records, provide the public agency 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 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
  - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

### **1.18 LICENSES**

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of RFP receipt. The proposal of any Proposer that is not fully licensed and certified shall be rejected. Inspection personnel shall be licensed pursuant to Chapter 468, Part XII, Florida Statutes, by the Florida Department of Business. Certifications must be kept current and must be included with your submittal.

### **1.19 BUSINESS TAX RECEIPT**

Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the RFP.

### **1.20 OTHER GOVERNMENTAL ENTITIES**

When there is sufficient capacity or quantities available, awarded proposer may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms, conditions, and prices of the RFP and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

### **1.21 CONTRACT TERM**

At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

- A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the proper City authorities. The contract may be renewed for four (4) additional one year periods provided both the successful proposer and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful proposer. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties not to exceed six (6) months.
- B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for four (4) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed five (5) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

### **1.22 CONTRACT AMENDMENT**

This service extends only to those specifically described herein. If upon the request of the City, the Contractor agrees to perform additional services hereunder, the City shall pay the Contractor for the performance of such additional services an amount (in addition to all other amounts payable under this

Agreement) based on an hourly fee in accordance with Contractor's fee schedule unless a lump sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

The City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract. The Contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. This agreement may be modified upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Stuart.

### **1.23 TERMINATION CLAUSES**

- A. **Termination for Convenience:** The City upon a thirty (30) day written notice to the other party may terminate this Agreement with or without cause. In the event of any termination, the Contractor shall be paid for all services rendered to the date of termination.
- B. **Termination for Cause:** The obligation to provide further services under this Agreement may be terminated by the City upon seven (7) days written notice in the event of failure by the Contractor to perform in accordance with the terms hereof through no fault of the City.

### **1.24 DEFAULT**

In the event that the Contractor cannot respond adequately to the needs of the City by any reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

### **1.25 NON EXCLUSIVE CONTRACT**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option. The successful proposer will be an independent contractor and the individual(s) assigned to work for the City by the provider will be approved by the City and will not be a City employee.

### **1.26 BACKGROUND INFORMATION**

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

### **1.27 REFERENCES/RECORD CHECK**

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints (Item 5.3). Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

### **1.28 PERFORMANCE EVALUATION**

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may

without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

## **1.29 PRICING AND INVOICING**

The City requires a firm price for each contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through each contract term may be grounds for contract termination. Payment will be paid upon completion and acceptance of the work, net 30 days.

## **PART II STATEMENT OF WORK**

### **2.1 PURPOSE**

The City of Stuart is soliciting proposals from qualified, experienced firms to furnish all labor, equipment, materials and incidentals required to accomplish the work for Professional Building Code Inspection Services in accordance with the requirements of Chapter 468, Part XII, Building Code Administrators & Inspectors; and Chapter 553, Building Construction Standards, of the Florida Statutes. The successful proposer will be an independent contractor and the individual(s) assigned to work for the City by the provider will be approved by the City and will not be a City employee.

### **2.2 WORK OBJECTIVE**

Inspection personnel shall be licensed pursuant to Chapter 468, Part XII, Florida Statutes by the Florida Department of Business Regulation for all disciplines the inspection personnel inspect. Certifications must be kept current. Inspection services shall include, but not be limited to:

- **Air Conditioning (HVAC) System**
- **Americans with Disabilities Act (ADA)**
- **Building Code Compliance**
- **Doors & Hardware**
- **Electrical Systems**
- **Elevators**
- **Fences**
- **Fireplaces & Chimney**
- **Insulation**
- **Plumbing Systems**
- **Pool Decks or Patios**
- **Pool Heaters**
- **Roofing Systems**
- **Saunas**
- **Seawalls and Docks (Above Water Line)**
- **Solar Heater Systems**
- **Structural Components**

- **Swimming Pools**
- **Windows & Hardware**

**A. Contractor Responsibilities**

1. The successful proposer or firm shall provide a minimum of one (1) person with all applicable certifications required pursuant to Florida Statutes for the inspections conducted on a day to day basis. The inspector shall be available to work during business hours Monday through Friday. The Inspector shall report for work to the City Development Department, 121 SW Flagler Avenue as instructed by the City Building Official.
2. Contractor shall also include occasional building plan review and code enforcement inspections for determining unsafe buildings with no additional fees.
3. Contractor may be required to attend evening meetings to provide Consultation to the City. Inspection personnel may be required to prepare and submit written reports as may be reasonably requested by the City.

**B. Additional Information**

1. The inspection personnel may be required to perform other related services for the City as follows:
  - Log daily inspections and results in the computer.
  - Review and process construction plans for obtaining building permits on an as-needed basis (separate hourly fee per paragraph 17 below).
  - Code enforcement inspections and reports on existing buildings relative to unsafe structures.
2. The successful proposer shall provide their own ladders and any tools required to perform inspections. The successful proposer shall also provide their own cell phone, vehicle, fuel, vehicle maintenance and insurance.
3. The City of Stuart places a high value on customer service to the Public and expects all assigned personnel to be prompt, courteous, helpful and professional in discharging their duties. Any failure to meet these standards shall be called to the Vendor's attention by the City Building Official. Repeated failures to meet these standards shall, at the discretion of the City Building Official, be grounds for the Vendor to immediately assign a qualified replacement for the offending inspector. In managing this contract, the Vendor shall regularly consult with the City Building Official as to the quality of service being provided to the City.

**2.3 BUSINESS OPERATIONS**

- A. **Hours of Operation:** Unless otherwise directed by the Project Manager; or his designee, the successful Contractor(s) shall insure that services as required are scheduled and performed with the Representative or Delegate of the City between the hours of 8:30 AM and 5:00 PM; Monday through Friday, any exceptions must have prior approval by the City.

B. **Inclement Weather Conditions:** Upon approval by the Representative or Delegate of the City, the Contractor may cease operations of services during inclement weather conditions.

C. **Observed Holidays**

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day & Day After	Christmas Day

## **PART III INSTRUCTIONS FOR PREPARING SUBMISSIONS**

### **3.1 RULES FOR SUBMISSIONS**

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit one (1) original and four (4) copies of their proposal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD or flash drive** of the requested data for evaluation. Please tab all support documents or attachments according to the order established in the following paragraph.

### **3.2 PROPOSAL FORMAT**

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

**Letter of Transmittal:** The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Contractor's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind Contractor must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

#### **Tab 1: Qualifications/Knowledge/Experience**

Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Detail practical experience, including relevant dates, in all aspects of Building Inspection. Include the history of the firm and resumes of the proposer's principals, and the length of company's existence. The firms shall also submit an organizational chart, staff qualifications, and experience of the firm. Resumes of proposed key personnel (name, company address, phone number, e-mail address) that will be assigned to this project shall include job skills, education, training, experience and professional affiliations/membership. All proposed subcontractor or leased employees shall be identified, and the working relationship between the proposer and subcontractor shall be explained (Item 5.4). Subcontractor or leased employees shall also provide key personnel resumes.

The firm shall provide sufficient competent and qualified personnel licensed to effectively carry out its responsibilities under the Contract. The firm shall utilize only competent personnel who are qualified by experience and education.

Proposers may submit such additional information as to their qualifications, experience and expertise as they may feel necessary to establish their level of proficiency in this area.

**Tab 2 ~ Operational Plan:** Describe, in detail, the proposed plan for providing the services identified in this RFP, highlighting proven strategies and expertise. The plan should include expected obligations and duties of the City upon which the proposed plan is contingent. Include an organizational chart outlining operational structure, including personnel to be assigned to the City.

**Tab 3 ~ Proposal Form:** Insert all requested pricing in the attached Price Proposal Form. The proposed fees shall include all overhead and expenses and as specified in Item 5.1.

**Tab 4 ~ Insurance:** Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in Item 5.2. Provide proof of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability prior to entering into a contract. The Firm shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirements for insurance contained herein. Subcontractors must be provided on Item 5.4.

**Tab 5 ~ References:** Provide a list of three (3) successful projects of a similar nature within the past five (5) years by completing Item 5.3:

**Tab 6 ~ Submittal Forms & Requested Information:**

- Item 1.18 Licenses and Certifications as required
- Item 1.19 Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be included with response submittal with IRS W-9 form.
- Item 5.4 Subcontractors List
- Item 5.5 Proposal Checklist
- Item 5.6 Public entity Crimes
- Item 5.7 No Bid, if required

**Tab 7 ~ Prohibition Non-Collusion/Conflict of Interest Disclosure Statements**

- A. Include the following Statement of Non-Collusion: “The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.”
- B. Include a disclosure statement advising the City of any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

C. Signature on the transmittal letter shall certify the veracity of these statements.

**Tab 8 ~ Optional Information:** Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

**Tab 9 ~ Addenda (if applicable):** All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

## **PART IV EVALUATION OF SUBMISSIONS**

### **4.1 EVALUATION METHOD AND CRITERIA**

**A. General:** The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals.

The City's evaluation criteria will include, but not be limited to, consideration of the following:

<b><u>EVALUATION CATEGORIES</u></b>	<b><u>POINTS POSSIBLE</u></b>
Overall qualifications, knowledge, & experience.	30 pts
Operational Plan	30 pts
Reference/Past Projects of similar nature in Florida	10 pts
Proposed price for work to be accomplished.	20 pts
Location of proposer. (proximity of proposer to City of Stuart)	10 pts

**B. Selection:** Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked individual/firm; or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondent. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

**C. Presentations:** The City may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the City's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests in this matter.

**D. Negotiations:** After the City ranks the respondents, City staff will take the proposed ranking to the City Commission for approval and authorization to start negotiations with the top ranked firm. After staff concludes negotiations with the respondent(s) selected by the City Commission, staff will present the results of the negotiations to the City Commission with its recommendation for award of a contract. If the City Commission determines that staff is unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price the City determines to be fair, competitive, and reasonable, negotiations with that respondent(s) shall be formally terminated. Should the City be unable to negotiate a satisfactory contract with the selected respondent(s), the City may select additional respondent(s) in order of their original

ranking, competence and qualification; and will continue negotiations until an agreement is reached. However, as stated in Item 1.4 above, the City reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

**E. Terms and Conditions**

All prospective Contractors are hereby cautioned not to contact any member of the Stuart City Commission, the City Manager, the City Attorney (except to discuss grievance matters) or any member of the selection committee. All questions and contacts must be made through the Procurement Office. Attempts to lobby or persuade through other channels will result in disqualification.

Any actual or prospective Contractor who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of Commission action as to the selection or award recommendation.

The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

As required by FS Section 287.133; “A person or affiliate who has been placed on the convicted vendor list following 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 a Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount as stated in FS Section 287.017, for Category Two, for a period of thirty six months from the date of being placed on the convicted vendor list.” Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (904) 488-8131.

**F. Contact Person:** Questions or requests for additional information shall be directed to the Procurement Office, at (772) 288-5320, fax (772) 600-0134, or email: [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us) between the hours of 8:30 a.m. and 5:00 p.m., local time, weekdays.

**G. Purchasing Card Program:** Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City’s policy of Net 30 Days After Receipt of Invoice (ARI).

1. Bidders are requested to acknowledge acceptance of purchasing VISA card on the Proposal Form. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.
2. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment a one percent (1%) reduction in their proposal price for evaluation purposes only. When evaluating prices submitted by proposers in response to this solicitation, the total offered price of a proposer committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other proposers’ offered price. If the committed bidder is awarded the contract, the award will be at the *negotiated contract price*.

**PART V RFP SUBMITTALS**

**5.1 PRICE PROPOSAL FORM**

Respondents are to make no changes to the table below and are to fill the table out completely. Values must be provided for all categories below and must represent the total cost for each service. No additional charges will be invoiced to or paid by the City of Stuart.

ITEM	DESCRIPTION	MINIMUM BILLING HOURS	HOURLY RATE
1	Normal business hours – Inspection and plans review services requested by the City of Stuart.		\$
2	After hours inspection and plans review services requested by the City of Stuart		\$
Preferred method of payment is by the City Purchasing Card (VISA). <b>DO YOU ACCEPT THE PURCHASING CARD (VISA)?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>			

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of **ninety** (90) calendar days from the date proposals are opened.

*The City of Stuart offers proposers who commit to accepting the Purchasing Card, noted above in the Proposal Form as payment method, a one percent (1%) reduction in their overall price for evaluation purposes only. When evaluating prices submitted by proposers in response to this solicitation, the total offered price of a proposer committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other proposers' offered price. If the committed proposer is awarded the contract, the award will be at the negotiated contract price.*

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # \_\_\_\_\_ through # \_\_\_\_\_ Respondent's Initials \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Name of Company, Firm

\_\_\_\_\_  
(Printed Title)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email Address

## 5.2 INSURANCE REQUIREMENTS

- A. The successful professional shall not commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful professional 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 licensed and authorized to do business in the State of Florida. The successful professional shall maintain required insurance coverage for the full term of this agreement or for such longer periods as may be specifically required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "B" as to management and no less than Class "VIII" as to strength in accordance with the A.M. Best Company Insurance Guide, or its equivalent as determined by the City in its sole discretion.
- B. 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 professional and/or subcontractor providing such insurance.
- C. Worker's Compensation Insurance: The professional/service provider shall maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project that complies fully with the State of Florida Worker's Compensation Law, SS 440.
- D. General Liability: The Professional shall, during the life of this agreement take out and maintain broad form Commercial General Liability [including premises/operations; products/completed operations with the XCU hazards; personal /advertising injury; and fire damage (minimum \$100,000)] for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate relative to any agreement resulting from a solicitation with the City of Stuart.
- E. Business Automobile: The professional/service provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than \$1,000,000.00 combined single limit or \$500,000.00 per person/\$1,000,000.00 per accident bodily injury and \$250,000.00 per accident property damage.
- F. Professional Liability: The professional shall during the life of this agreement take out and maintain Professional Liability coverage with limits of not less than \$1,000,000.00 per claim /\$2,000,000.00 per job, per year aggregate relative to any agreement resulting from this solicitation for the City of Stuart. The professional further agrees to maintain like coverage for a minimum of five (5) years following the completion of the agreement.
- G. Owner's Protective Liability Insurance: The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from his operations under the Contract.
- H. Certificates of Insurance: the Contractor, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

- (1) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- (2) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- (3) City shall be named or additional named insured on General Liability Insurance and Business Automobile Liability Insurance.

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion.

**5.3 REFERENCE FORM**

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

**#1 REFERENCE**

Company/Entity Name:		
Address		
City	, State	Zip Code
Contact Name:	Title:	
Phone No:	Fax:	Email:
Date of Service or Contract Period:	Location	
Summary of Services Performed	Governmental or Private	
Dollar Value of Contract \$		

**#2 REFERENCES**

Company/Entity Name: _____		
Address _____		
City _____	, State _____	Zip Code _____
Contact Name: _____	Title: _____	
Phone No: _____	Fax: _____	Email: _____
Date of Service or Contract Period: _____	Location _____	
Summary of Services Performed _____	Governmental or Private _____	
Dollar Value of Contract \$ _____		

**#3 REFERENCES**

Company/Entity Name: _____		
Address _____		
City _____	, State _____	Zip Code _____
Contact Name: _____	Title: _____	
Phone No: _____	Fax: _____	Email: _____
Date of Service or Contract Period: _____	Location _____	
Summary of Services Performed _____	Governmental or Private _____	
Dollar Value of Contract \$ _____		

Company Name \_\_\_\_\_

**5.4 SCHEDULE OF SUBCONTRACTORS PARTICIPATION**

If proposers are subcontracting or leasing employees, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, type of work to be performed and percentage of work that may be provided by Subcontractor.

<b>Name of Subcontractor:</b> _____ <b>Contact Name:</b> _____ <b>Address, City, State, Zip, Phone:</b> _____ _____ <b>Type of Work to be Performed:</b> _____ <b>License No.</b> _____ <b>Percentage of Work</b> _____%
<b>Name of Subcontractor:</b> _____ <b>Contact Name:</b> _____ <b>Address, City, State, Zip, Phone:</b> _____ _____ <b>Type of Work to be Performed:</b> _____ <b>License No.</b> _____ <b>Percentage of Work</b> _____%
<b>Name of Subcontractor:</b> _____ <b>Contact Name:</b> _____ <b>Address, City, State, Zip, Phone:</b> _____ _____ <b>Type of Work to be Performed:</b> _____ <b>License No.</b> _____ <b>Percentage of Work</b> _____%
<b>Name of Subcontractor:</b> _____ <b>Contact Name:</b> _____ <b>Address, City, State, Zip, Phone:</b> _____ _____ <b>Type of Work to be Performed:</b> _____ <b>License No.</b> _____ <b>Percentage of Work</b> _____%

Company Name \_\_\_\_\_

**5.5 PROPOSAL CHECKLIST FORM**

A. All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. This form is to be submitted with proposal package.

- 1. Letter of Transmittal Yes  No
- 2. Acknowledgment of addendum & submission with RFP Yes  No
- 3. Proposal Form Yes  No
- 4. Proof that Firm name is registered with their State of Origin Yes  No
- 5. Submit a copy of all Licenses, Certificates, Registrations, Permits etc. Yes  No
- 6. Submit any data in reference to Contract Performance Yes  No
- 7. Evidence of Insurance Yes  No
- 8. Reference Form Yes  No
- 9. Subcontractors Form Yes  No
- 10. Additional Data is submitted (Optional) Yes  No
- 11. Total of Five (5) sets (one (1) original and four (4) copies, one (1) electronic copy (PDF format preferred) on a CD or flash drive are submitted) Yes  No

**RFP 2017-164**  
*(to be submitted with RFP response)*

**COMPANY NAME:** \_\_\_\_\_

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

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

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

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

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

\_\_\_\_\_  
Signature

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

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of Florida  
*Type of Identification* \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

SEAL OR STAMP

**5.7 STATEMENT OF NO BID**

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994

We have declined to bid to Bid on this solicitation for the following reasons:

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)
- Insufficient time to respond to Invitation to Bid
- We do not offer this product or equivalent
- Our project schedule would not permit us to perform.
- Unable to meet specifications
- Unable to meet bond requirements
- Specifications unclear {please explain below}.
- Other (please specify below).

**REMARKS** \_\_\_\_\_  
\_\_\_\_\_

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address Telephone Number

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature and Title Date

## 5.8 STANDARD "SHORT FORM CONTRACT"

**CONTRACTOR:** \_\_\_\_\_

**PROJECT:**     **RFP #2017-164: ANNUAL CONTRACT FOR UNIFORM BUILDING CODE INSPECTION SERVICES**

### **CONTRACT FOR SERVICES**

THIS CONTRACT, hereinafter "Contract," made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between \_\_\_\_\_ hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

#### **I. PURPOSE OF CONTRACT**

City intends to enter into a contract with Contractor for provision of Uniform Building Code Inspection Services by the Contractor and the payment for those services by City as set forth below.

#### **II. SCOPE OF SERVICES**

The Contractor shall provide Uniform Building Code Inspection Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Uniform Building Code Inspection Services.

##### **Section 1. Scope of Service**

Contractor shall work with City staff in advising the City and the City Commission regarding Uniform Building Code Inspection Services as rendered. The services will be those customarily attendant to Uniform Building Code Inspection Services. The detailed scope of services to be performed and schedule of fees for those services is described in Exhibit A (Contractor's response to RFP #2016-164 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

#### **III. CONTRACT PROVISIONS**

##### **Section 1. Period of Service**

###### **1.1 Term of Contract**

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of one (1) year with the option of four (4) additional one-year renewal periods, upon the mutual written agreement of the parties.

##### **Section 2. Compensation and Method of Payment**

###### **2.1 Fee Schedule**

CITY will compensate Contractor for these Uniform Building Code Inspection Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period.

## **2.2 Invoices**

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

## **2.3 Payment**

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

## **2.4 Contractor Supplied Equipment**

Contractor shall provide their own ladders and any tools required to perform inspections. Contractor shall also provide their own cell phone, vehicle, fuel, vehicle maintenance and insurance.

## **2.5 Use of Documents**

All original documents that result from the Contractor's services pursuant to this Agreement shall be the sole property of the City.

## **Section 3. Guarantee**

The Contractor guarantees to provide inspection services and make good to the satisfaction of the City at the time of the inspection but does not guarantee future condition, efficiency, or life expectancy of systems or components.. Contractor further guarantees the successful performance of workmanship for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

## **Section 4. Audit**

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

## **Section 5. Contractor Responsibility**

### **5.1 Independent Contractor**

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

## **5.2 Responsibility for Work**

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

## **5.3 Contractor's Records**

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

## **Section 6. Termination**

### **6.1 Termination for Convenience**

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

### **6.2 Termination for Cause**

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful proposer seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

### **6.3 Default**

In the event that the Contractor cannot respond adequately to the needs of the City by any reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

### **6.4 Performance Evaluation**

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

## **Section 7. CITY's Obligations**

### **7.1 Project Manager**

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the Building Official.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

(name, title)  
(mailing address)  
(email address)  
(phone/fax)

## **Section 8.      Persons Bound by Contract**

### **8.1      Parties to the Contract**

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

### **8.2      Assignment of Interest in Contract**

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

### **8.3      Other Entity Use**

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

### **8.4      Rights and Benefits**

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

## **Section 9.      Indemnification of City**

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

## **Section 10.      Insurance.**

### **10.1.      Requirements**

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Proposal and included in "**Exhibit C**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City

reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "Exhibit C" attached hereto.

## **10.2 Certificate of Insurance**

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

## **Section 11. Professional Standards**

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

## **Section 12. Non-Appropriation**

This Contract is deemed effective only to the extent of the annual appropriations available.

## **Section 13. General Conditions**

### **13.1 Venue in Martin County**

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

### **13.2 Laws of Florida**

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

### **13.3 Attorney's Fees and Costs**

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

### **13.4 Mediation as Condition Precedent to Litigation**

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

### **13.5 Contract Amendment**

Agreement extends only to those services specifically described herein. If upon the request of the City, the Contractor agrees to perform additional services hereunder, the city shall pay the Contractor for the performance of such additional services an amount (in addition to all other amounts payable under this agreement) based on an hourly fee in accordance with Contractor's Fee Schedule, unless a Lump Sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

The City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. This agreement may be modified upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Stuart.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

### **13.6 Contractual Authority**

**By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor,** and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of “apparent authority,” or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

### **13.7 Sovereign Immunity**

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

## **Section 14. Public Records**

**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 office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or [cwhite@ci.stuart.fl.us](mailto:cwhite@ci.stuart.fl.us) , City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.**

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency’s custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
- At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

## **Section 15. Exhibits**

The following Exhibits are attached to and made a part of this Contract:

**“Exhibit A”** - "Proposal as Submitted by Respondent and Accepted by City"

**“Exhibit B”** - “Original Request for Proposal as Issued by City, including all Addenda”

**“Exhibit C”** - "Insurance and Indemnification."

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

**CITY OF STUART, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
**CHERYL WHITE  
CITY CLERK**

\_\_\_\_\_  
**PAUL NICOLETTI  
CITY MANAGER**

**APPROVED AS TO FORM  
AND CORRECTNESS:**

\_\_\_\_\_  
**MICHAEL MORTELL  
CITY ATTORNEY**

WITNESSES:

**CONTRACTOR**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**EXHIBIT C**

**"INSURANCE & INDEMNIFICATION"**





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Bateman Gordon and Sands		NAMED INSURED GFA International, Inc. 1215 Wallace Drive Delray Beach FL 33444	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Auto Liability: Additional Insured / Waiver of Subrogation as required by written contract, per CA7171 0508.

Workers' Compensation: Waiver of Subrogation as required by written contract, per WC000313.

Umbrella Liability: Extends coverage to underlying General Liability (excludes the general liability per project aggregate), Auto Liability and Workers Compensation coverage's.

**General Information:**

The General Liability policy contains no specific residential exclusions.

Independent Contractors Liability is included in the General Liability per form CG0001 0413.

**ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS**

Additional Insured's: City of Stuart

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

<b>Policy Number</b> GL20281851101	<b>Agency Number</b> 0825368	<b>Policy Effective Date</b> 04/01/2016
<b>Policy Expiration Date</b> 04/01/2017	<b>Date</b>	<b>Account Number</b> 10998236
<b>Named Insured</b> GFA International, Inc.	<b>Agency</b> Bateman, Gordon, & Sands, Inc.	<b>Issuing Company</b> Amerisure Insurance, Co

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an insured any person or organization:
  - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
  - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b. The written contract, written agreement, or certificate of insurance must:
  - (1) Require additional insured status for a time period during the term of this policy; and
  - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c. If, however:
  - (1) "Your work" began under a letter of intent or work order; and
  - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
  - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;we will provide additional insured status as specified in this endorsement.
2. **SECTION II - WHO IS AN INSURED** is amended to add the following:

If the additional insured is:

  - a. An individual, their spouse is also an additional insured.
  - b. A partnership or joint venture, members, partners, and their spouses are also additional insureds.
  - c. A limited liability company, members and managers are also additional insureds.
  - d. An organization other than a:
    - (1) Partnership;
    - (2) Joint venture; or
    - (3) Limited liability company;executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
  - e. A trust, trustees are also insureds, but only with respect to their duties as trustees.

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3. The insurance provided under this endorsement is limited as follows:
- a. That person or organization is an additional insured only with respect to liability arising out of:
    - (1) Premises you:
      - (a) Own;
      - (b) Rent;
      - (c) Lease; or
      - (d) Occupy; or
    - (2) Ongoing operations performed by you or on your behalf. If, however, the written contract, written agreement, or certificate of insurance also requires completed operations coverage, we will also provide completed operations coverage for that additional insured.
  - b. Premises, as respects paragraph 3.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
  - c. Additional insured status provided under paragraphs 3.a.(1)(b) or 3.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
  - d. Ongoing operations, as respects paragraph 3.a.(2) above, does not apply to "bodily injury" or "property damage" occurring after:
    - (1) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
    - (2) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
  - e. The limits of insurance that apply to the additional insured are the least of those specified in the:
    - (1) Written contract;
    - (2) Written agreement;
    - (3) Certificate of insurance; or
    - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
  - f. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
    - (1) The preparing, approving, or failing to prepare or approve:
      - (a) Maps;
      - (b) Drawings;
      - (c) Opinions;
      - (d) Reports;
      - (e) Surveys;
      - (f) Change orders;
      - (g) Design specifications; and
    - (2) Supervisory, inspection, or engineering services.

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- g. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

unless the written contract, written agreement, or certificate of insurance requires this insurance be primary. In that case, this insurance will be primary without contribution from such other insurance available to the additional insured.

- h. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the terms of that endorsement, shown below, are incorporated into this endorsement to the extent such terms do not restrict coverage otherwise provided by this endorsement:

<p><b>ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)</b></p> <p>This endorsement modifies insurance provided under the following:</p> <p><b>COMMERCIAL GENERAL LIABILITY COVERAGE PART. SCHEDULE</b></p> <p>Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply</p> <p>(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)</p> <p>WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.</p> <p style="text-align: center;">Copyright, Insurance Services Office, Inc., 1984</p> <p><b>CG 20 10 11 85</b></p>
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- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of an Insurance Services Office (ISO) endorsement, then the coverage provided under this CG 70 48 endorsement does not apply. Additional insured status is limited to that provided by the ISO endorsement.

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