

**COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF
BUILDING INSPECTION AND PLAN REVIEW SERVICES**

THIS COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF BUILDING INSPECTION AND PLAN REVIEW SERVICES (“Piggyback Agreement”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”) and **M. T. CAUSLEY LLC**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 65-0782808) (“Contractor”).

RECITALS:

WHEREAS, after a competitive procurement process, the City of Dunnellon, Florida, entered into an Agreement with M. T. Causley, LLC, for providing building inspection and plans review services to the City of Dunnellon, Contract No. AGR# 2020-27 (the “City of Dunnellon Agreement”); and

WHEREAS, in accordance with Chapter 287, Florida Statutes, and the City of Ocala’s contracting and procurement policies and procedures, City has the legal authority to “piggyback” the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor, services and materials for the provision for building inspection and plans review services for the City of Ocala’s Building Department pursuant to essentially the same terms and conditions provided under the City of Dunnellon Agreement, as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing of the City of Dunnellon Agreement to City, subject to the terms and conditions of this Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meanings specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for the provision of building inspection and plans review services as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **City of Dunnellon Agreement:** – shall mean the Agreement for Building Inspection and Plans Review Services between the City of Dunnellon and M. T. Causley LLC and its exhibits, as amended and attached hereto as **Exhibit A – City of Dunnellon Agreement**.
3. **INCORPORATION OF CITY OF DUNNELLON AGREEMENT.** The City of Dunnellon Agreement attached hereto as **Exhibit A** is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the City of Dunnellon Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the City of Dunnellon Agreement are modified and replaced, in their entirety, as follows:
 - A. The terms “City of Dunnellon,” or “Municipality,” shall be replaced and intended to refer to the “City of Ocala.”
 - B. The term “Consultant” shall be replaced by the term “Contractor” and shall be intended to refer to “M. T. Causley, LLC.”

- C. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **ONE HUNDRED SEVENTY-TWO THOUSAND, EIGHT HUNDRED DOLLARS (\$179,800)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the most current contract unit pricing set forth in **Exhibit A – City of Dunnellon Agreement**.
- D. **AGREEMENT TERM.** This Agreement shall become effective and commence on **APRIL 6, 2021** and continue in effect through **SEPTEMBER 30, 2021**.
- E. **AMENDMENT.** This Agreement may be renewed for additional **TWO YEAR (2)** periods upon the written consent of both parties.
- F. **INVOICES AND TIME OF PAYMENT.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Growth Management Department, Attn: Holly Lang, 201 SE 3rd Ave; 2nd FL, Ocala, Florida 34470, E-Mail: hlang@ocalafl.org.**
 - 4.F.1. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - 4.F.2. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - 4.F.3. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- G. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
 - 4.G.1. Keep and maintain public records required by the public agency to perform the service.
 - 4.G.2. 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 4.G.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - 4.G.4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, 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.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- H. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: M. T. Causley, LLC
Attention: Tom Walsh
866 Ponce de Leon Blvd, 2nd FL
Coral Gables, Florida 33134
Phone: 305-262-0629
Email: twalsh@safebuilt.com and suhail@mtcinspectors.com

If to City: City of Ocala
Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8366 Facsimile: 352-690-2025
Email: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr., Esquire
Gilligan, Gooding, Batsel, Anderson & Phalen P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707 Fax: 352-867-0237
Email: rbatsel@ocalalaw.com

- I. **TAXES.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
- J. **GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida. The parties acknowledge that a majority of the

negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court.

- K. **ATTORNEY FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
5. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
 6. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
 7. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
 8. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument
 9. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on 07 / 22 / 2021.

ATTEST:

CITY OF OCALA



Angel B. Jacobs
City Clerk



Justin Grabelle
City Council President

Approved as to form and legality:

M. T. CAUSLEY LLC.



Robert W. Batsel, Jr.
City Attorney



By: MICHAEL CAUSLEY

(Printed Name)

Title: PRESIDENT

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF DUNNELLON
AND M.T. CAUSLEY, LLC – A SAFEbuilt Company**

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

RECITALS

WHEREAS, Municipality issued Request for Proposals No 2020-01 Building Inspection Services for Residential and Commercial Properties (“RFP”) in an effort to seek potential qualified vendors to provide plan review, inspection, and other building department related services, and

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

WHEREAS, the Services are delineated in the RFP, and

WHEREAS, after evaluation Municipality has determined that the most responsive and responsible proposal was submitted by the Consultant and that Consultant has the necessary resources, experience, and ability to perform the contract at a competitive price

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

1 SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality, the “Scope of Services” listed in RFP #2020-01, and the List of Services attached hereto as Exhibit “A.” The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Florida, Chapter 468, Florida Statutes. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

2. CHANGES TO SCOPE OF SERVICES

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

3 FEE STRUCTURE

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

4 INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality on a monthly basis and provide all necessary supporting documentation All payments are due to Consultant within 30 days of Consultant’s invoice date Payments owed to Consultant but not made within seventy-five (75) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.0%) per month in accordance with Florida’s Local Government Prompt Payment Act. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due

EXHIBIT A- CITY OF DUNNELLON AGREEMENT

within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute

5. TERM

This Agreement shall become effective on November 2, 2020. The initial term of this Agreement shall be twenty-four (24) months, subsequently; Agreement shall automatically renew for twenty-four (24) month terms, unless and until terminated as thereafter specified herein. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

The Municipality may terminate the Agreement at any time for cause and may terminate the Agreement with or without cause by giving at least thirty (30) days prior written notice to the Consultant. Consultant may terminate the Agreement at any time without cause by giving one hundred-eighty (180) days prior written notice to the City. Consultant will have the right to terminate this Agreement, in writing, following breach by the City, if the breach of the Agreement has not been corrected within thirty (30) days from the date of the City's receipt of a written statement from Consultant specifying its breach of its duties under this Agreement. Unless in dispute, Consultant shall be compensated for services rendered up to and including the date of termination.

7. FISCAL NON-APPROPRIATION CLAUSE

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

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications, and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Services.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services to the highest professional standards and in a manner reasonably satisfactory to the City Administrator or their designee. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement. All personnel engaged by Consultant in providing Service shall be qualified to perform same.

10. INDEPENDENT CONTRACTOR

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

EXHIBIT A- CITY OF DUNNELLON AGREEMENT

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

Notwithstanding anything herein to the contrary, Consultant and its agents, servants, and/or employees, while acting within the scope of this Agreement shall be deemed to be an agent of the Municipality for purposes of Florida Statute 768.28

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries, or sister companies (Affiliates) with notice to Municipality. Consultant may subcontract any or all of the Services to its Affiliates with notice to Municipality. Consultant may subcontract any or all of the Services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12 INDEMNIFICATION

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

Municipality shall indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. Notwithstanding any other provision herein, Municipality's liability to Consultant under the preceding sentence shall not include punitive

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damages or interest for the period before judgment; additionally the Municipality shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgment paid by the Municipality arising out of the incidence or occurrence, exceeds the sum of \$300,000. Such limitations shall apply whether the underlying action sounds in contract or tort.

If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13 LIMITS OF LIABILITY

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

14 INSURANCE

- A. The insurance requirements specified within RFP-2020-01 are incorporated herein, except where such requirements are exceeded by the provisions within this section that follow
- B. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- E. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate
- F. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.

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- G Municipality shall be named as an additional insured on Consultant's insurance coverage
- H Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality

15 THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate recipient of Services from the Municipality as a result of the performance of the Agreement, or the Services that may be procured by the Municipality as a result of the recommendations made by Consultant. Consultant's covenant under this subsection shall survive the termination of the Agreement.

16 OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Such materials shall not be the subject of a copyright application by Consultant. Consultant's covenant under this section shall survive termination of this Agreement. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

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

17 CONSULTANT ACCESS TO RECORDS

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

18. CONFIDENTIALITY

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

EXHIBIT A- CITY OF DUNNELLON AGREEMENT

19 CONSULTANT PERSONNEL

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

20 DISCRIMINATION & ADA COMPLIANCE

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

21. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

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

23 NOTICES

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

If to Municipality:	If to Consultant:
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EXHIBIT A- CITY OF DUNNELLON AGREEMENT

Dawn Bowne, City Administrator City of Dunnellon 20750 River Drive Dunnellon, FL 34431 Email dbowne@Dunnellon.org	Michael T Causley, President M T Causley, LLC – A SAFEbuilt Company 866 Ponce de Leon Blvd, 2nd Floor Coral Gables, FL 33134 Email MTC@mtcinspectors.com
Lonnie Smith Community Development Manager Email LSmith@dunnellon.org	Tom Walsh Account Manager Email TWalsh@safebuilt.com

24 FORCE MAJEURE

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

25 DISPUTE RESOLUTION

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

26 ATTORNEY'S FEES

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

27 AUTHORITY TO EXECUTE

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

28. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services to be performed by Consultant under the Agreement, or which would conflict in any manner with the performance of its Services hereunder. Consultant further covenants that, in performance of the Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with their performance of Services pursuant to the Agreement.

29 PUBLIC RECORDS

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

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

EXHIBIT A- CITY OF DUNNELLON AGREEMENT

- D Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality
- E **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Clerk Office: Mandy Roberts Address: 20750 River Drive Dunnellon, FL 34431	Phone: 352.465.8500 Email: MRoberts@Dunnellon.org
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30 COMPLIANCE WITH LAW

Consultant shall keep itself informed of State, Federal, and local laws, ordinances, codes, and regulations which in any manner affect those employed by it or in any way affect the performance of its Service pursuant to the Agreement. Consultant shall at all times comply with such laws, ordinances, codes, and regulations. Without limiting the generality of the foregoing, Consultant must at all times be qualified or registered to do business in the State of Florida. The City, its officers, and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this section

31. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Florida and all Services to be provided will be provided in accordance with applicable federal, state and local law. Venue for any action shall lie in Marion County, Florida

32. COUNTERPARTS

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

33 ELECTRONIC REPRESENTATIONS AND RECORDS

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

34 WAIVER

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

35 ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous

EXHIBIT A- CITY OF DUNNELLON AGREEMENT

communications, representations, whether oral or written, with respect to the subject matter hereof
Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word
herein or the application thereof in any given circumstance shall not affect the validity of any other provision
of this Agreement.

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



Michael T. Causley, President
M T Causley, LLC – A SAFEbuilt Company

October 1, 2020

Date



Signature

Date

10-12-2020

C. Dale Burns, Jr., Mayor

Name and Title
City of Dunnellon

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Consultant shall provide all Services in accordance with the requirements of the “Scope of Services” listed within RFP#2020-01

Building Official Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Assist Municipal staff in revising and updating municipal code to comply with adopted requirements
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with Municipal staff to establish and/or refine building department processes
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

Building, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer’s experience
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments, or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Code Enforcement Services

The primary focus of any code enforcement program is to achieve compliance without confrontation and at minimum cost. In order to meet the needs of your community we will

- ✓ Customize our approach at the direction of Municipal Council/Board and staff
- ✓ Customize services in compliance with applicable Municipal code and ordinance requirements
- ✓ Proactively work with Municipality and its citizens to maintain a safe and desirable community
- ✓ Respond to and investigate code violations
- ✓ Post violation notices and provide initial citizen notifications and follow-up inspections

EXHIBIT A- CITY OF DUNNELLON AGREEMENT

- ✓ Address specific code enforcement issues at the direction of Municipality
- ✓ Provide monthly written reports that include digital photos of violations and action taken
- ✓ Prepare cases for court appearances, provide presentations, and attend meetings as needed
- ✓ Participate in educational activities and customer service surveys related to code enforcement
- ✓ Provide statistical, narrative, and detailed recap reports within agreed upon frequencies
- ✓ Provide professional recommendations for code revisions – as needed
- ✓ Attend staff meeting and make presentations to Municipal boards as requested
- ✓ Provide agreed upon reports to demonstrate our performance against set measurements

Floodplain Management Services

- ✓ Facilitate and assist with the floodplain oversight program as established by Municipality
- ✓ Assist Municipality with Municipal CRS audit and provide assistance on improving Municipal CRS rating
- ✓ Assist in the preparation of annual re-certification statements for continuing program compliance
- ✓ Review elevation certificates for new construction projects
- ✓ Assist the Municipality on all required flood plain documentation and elevation certificates before issuance of certificate of occupancy
- ✓ Assess current practices to help ensure Municipality is credited with eligible CRS program elements and maintain or improve current classification rating
- ✓ Provide assistance with the establishment of a Program for Public Information (PPI) to increase public awareness and earn higher CRS program ratings to reduce flood insurance premiums

2. MUNICIPAL OBLIGATIONS

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

3 TIME OF PERFORMANCE

- ✓ Perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Building Official will be on-site at the Municipal offices as mutually agreed upon
- ✓ Consultants representative(s) will be on-site weekly based on activity levels
- ✓ Consultants representative(s) will be available by cell phone and email
- ✓ Consultants representative(s) will meet with the public by appointment
- ✓ Additional Inspectors/Plan Examiners will be dispatched on an as-needed basis

EXHIBIT A- CITY OF DUNNELLON AGREEMENT

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to Municipality's cutoff		
TWO HOUR INSPECTION WINDOW	Permit holder may request a phone call the morning of the inspection with a two (2) hour ETA inspection time		
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Residential.</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ New Construction	5 business days	2 business days or less
	✓ Addition	3 business days	2 business days or less
	✓ Remodel	3 business days	2 business days or less
<u>Non-Residential.</u>			
✓ New Construction	7 business days	3 business days or less	
✓ Addition	5 business days	3 business days or less	
✓ Remodel	5 business days	3 business days or less	

EXHIBIT A- CITY OF DUNNELLON AGREEMENT

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Municipality will promptly notify Consultant of any revisions or amendments to Municipal Fee Schedule
- ✓ Beginning January 01, 2022 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows

Services	Standard Hourly Rate
Building Official – Residential and Commercial Inspection (all Trades) – Residential and Commercial Plan Review (all Trades) – Flood Plain Management	\$90.00 per hour – one (1) hour minimum
Code Enforcement	\$65.00 per hour – two (2) hour minimum
Additional Staff – as requested by Municipality	
Residential and Commercial Inspection Services – Includes Building, Electrical, Plumbing and Mechanical	\$80.00 per hour – one (1) hour minimum
Residential and Commercial Plan Review Services – Includes Building, Electrical, Plumbing and Mechanical	\$80.00 per hour – one (1) hour minimum
Weekend/After Hours/Emergency Inspection Services	\$135.00 per hour – two (2) hour minimum
Time tracked will start when staff checks in at the city or first inspection site	

CONSULTANT will supply:

1. Vehicles - fuel, maintenance, and repair
2. Communication equipment, i.e., cell phones
3. Field-related equipment necessary to perform daily duties
4. Salary and benefits to Contractor staff
5. Insurance: Automobile (owned and unowned); Professional Liability, Errors and Omission; General Liability; Worker's Compensation Exemption Certificate.

MUNICIPALITY will supply:

1. Furnished office space
2. All stationery and office supplies
3. Access to computers, copy machines and telephone service within the Municipality offices
4. Administrative Staff

TITLE	FOR SIGNATURE: Building Inspection and Plan Review Services...
FILE NAME	FOR SIGNATURES - ...tion Services.pdf
DOCUMENT ID	c775ce6d7dfdd0700057f834e48c07c5c1997dfd
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

07 / 17 / 2021

14:05:33 UTC-4

Sent for signature to Rob Batsel, Esquire (rbatsel@ocalalaw.com), President Justin Grabelle (jgrabelle@ocalafl.org), Angel Jacobs, City Clerk (ajacobs@ocalafl.org) and Mike Causley, President- M.T. Causley LLC (mike@mtcinspectors.com) from tkimball@ocalafl.org
IP: 216.255.240.104



VIEWED

07 / 21 / 2021

23:31:51 UTC-4

Viewed by Rob Batsel, Esquire (rbatsel@ocalalaw.com)
IP: 216.255.247.51



SIGNED

07 / 21 / 2021

23:34:26 UTC-4

Signed by Rob Batsel, Esquire (rbatsel@ocalalaw.com)
IP: 216.255.247.51



VIEWED

07 / 22 / 2021

08:26:14 UTC-4

Viewed by President Justin Grabelle (jgrabelle@ocalafl.org)
IP: 107.72.178.215

TITLE	FOR SIGNATURE: Building Inspection and Plan Review Services...
FILE NAME	FOR SIGNATURES - ...tion Services.pdf
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STATUS	● Completed

Document History



07 / 22 / 2021
08:26:42 UTC-4

Signed by President Justin Grabelle (jgrabelle@ocalafl.org)
IP: 107.72.178.215



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09:40:40 UTC-4

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IP: 216.255.240.104



07 / 26 / 2021
09:40:49 UTC-4

Signed by Angel Jacobs, City Clerk (ajacobs@ocalafl.org)
IP: 216.255.240.104



07 / 26 / 2021
10:07:52 UTC-4

Viewed by Mike Causley, President- M.T. Causley LLC
(mike@mtcinspectors.com)
IP: 73.84.146.185



07 / 26 / 2021
10:12:18 UTC-4

Signed by Mike Causley, President- M.T. Causley LLC
(mike@mtcinspectors.com)
IP: 73.84.146.185



07 / 26 / 2021
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The document has been completed.