

## **SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (“Agreement”) is made as of this 21st day of February, 2023 (“Effective Date”), by and between Nova Engineering and Environmental, LLC, a Foreign Limited Liability Company (“Contractor”), with its principal address at 1958 Monroe Drive NE, Atlanta, GA 30324, and the CITY OF LARGO, FLORIDA, a municipal corporation (the “City”), whose address is 201 Highland Avenue, Largo, FL 33770 (collectively, the “Parties”).

### **RECITALS**

WHEREAS, the City requested proposals pursuant to RFP # 23-P-771 (“RFP”) for contractual building services; and

WHEREAS, Contractor timely submitted an offer in response to the RFP (“Contractor’s Proposal”); and

WHEREAS, based upon the City’s assessment of Contractor’s Proposal and the proposals of other proposers, the City selected Contractor to provide the Services as defined herein; and

WHEREAS, the Contractor represents that it has the experience, expertise and capacity to perform the Services in accordance with the City’s needs and schedule and as set forth in the RFP.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated herein by reference.
2. **DEFINITIONS.** All terms not defined herein, shall have the meaning set forth in the RFP.
3. **CONTRACT DOCUMENTS.** The “Contract Documents” shall mean and refer to this Agreement, including all exhibits attached hereto, the RFP, including all exhibits attached thereto, including any and all duly executed and issued addenda, and Contractor’s Proposal. All of the foregoing is incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement, including any exhibits attached hereto, and the RFP or Contractor’s Proposal, this Agreement takes precedence over the RFP and the Contractor’s Proposal and any inconsistency between the Contract Documents will further be resolved in the following order:

1. RFP
2. Contractor’s Proposal

### **4. SERVICES**

- A. **Services.** Contractor shall furnish to the City the scope or work described in the RFP and this Agreement (the “Services”) in accordance with this Agreement, the RFP and Contractor’s Proposal. It is the sole responsibility of the Contractor to read the scope of work and any specifications and understand them.

- B. **Location and Other Performance Standards.** All Services shall be rendered on-site at the City of Largo Community Development Department offices located at 201 Highland Avenue, Largo, FL 33770. All Services shall be rendered in accordance with the requirements and standards provided in the Largo City Code and the Florida Building Code.
- C. **Response Time and Point of Contact.** Contractor shall respond, by email, to all requests for Services within twenty-four (24) hours of email notification by the City. Requests by the City shall be made to the point of contact for Contractor identified pursuant to this Section. Requests by the City shall include information including, but not limited to, the type of staff needed (i.e., building official, building plans examiner, or building inspector), the number of personnel requested, and the expected duration of the on-call assignment.

The point of contact for the City shall be the City's Assistant Building Official. In the absence of the Assistant Building Official, the City's Building Official shall be the point of contact. In the absence of both the Assistant Building Official and Building Official, the City's Community Development Director shall be the point of contact.

The point of contact for Contractor shall be identified upon the signing of this Agreement. Such identification shall include the point of contact's phone number and email address. Any changes to the Contractor's point of contact, or the point of contact's phone number or email address, shall be communicated to the City's point of contact within twenty-four (24) hours of such change. Such communication shall identify a new point of contact, along with that individual's phone number and email address.

- D. **Supervision and Time Tracking.** Contractor personnel rendering Services shall report to and be supervised by the City's point of contact as identified in Section 4(C) of this Agreement. When reporting to render Services, Contractor personnel shall document the time they arrive and the time they leave with the City's point of contact. The hours documented shall serve as the basis for compensation to Contractor, in accordance with the compensation rates identified in the Contract Documents.
- E. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization as set forth in the RFP without approval from the City.
- F. **Additional Services.** From the Effective Date and for the duration of this Agreement, the City may elect to have Contractor perform services that are not specifically described in the RFP but are related to the Services ("Additional Services"). In such event, Contractor shall perform such Additional Services for the compensation as determined by mutual written agreement of both Parties.

5. **EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall become effective and commence on the Effective Date and shall remain in effect for three (3) years, unless terminated earlier pursuant to the terms of the Contract Documents. This Agreement may be renewed upon mutual written agreement of the Parties for one (1) additional two (2) year term.

6. **TERMS OF PERFORMANCE**

- A. **Representatives.** The Parties' points of contacts, as identified pursuant to Section 4(C) of this Agreement, will have management responsibility for the Services and have authority to act on technical matters and resolve problems with the Services.
- B. **Non-exclusive Contract.** The City specifically reserves the right to contract with other entities for the services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in the City's best interest.
- C. **Status Reports.** Contractor shall submit monthly written status reports to the City outlining the status of the Contractor's work on the Services throughout the term of this Agreement. Each status report shall be a concise narrative description of activities to date and planned activities until the next status report. A final report, one (1) original and two (2) copies, shall be submitted by Contractor to the City, along with all deliverables. If a monthly schedule submitted by the Contractor includes changes affecting the achievement of deliverables based on circumstances the Contractor believes to be a delay caused by the City, the Contractor should clearly identify those changes.
- D. **Contractor Responsibility.** Contractor shall provide services of first quality, and the workmanship must be in accordance with customary standards of the various trades and professionals involved in the Services. The Services and the work associated therewith shall be high-quality in all respects. No advantage will be taken by Contractor in the omission of any part or detail of the Services. Contractor hereby assumes responsibility for all work, materials, equipment, and processes used in the Services, whether the same is manufactured by Contractor, performed by a subcontractor, or purchased readymade from a source outside Contractor's company.
- E. **Compliance with Laws.** Contractor shall comply with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the provision of the Services under the Contract Documents. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by the City in the Contract Documents shall be construed as an oversight and shall not relieve Contractor of its obligations to comply with such laws fully and completely. Upon request, Contractor shall furnish to the City certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all

necessary permits and licenses required for performance under the Contract Documents.

## **7. COMPENSATION**

- A. In consideration of Contractor's faithful performance of the Services in accordance with the Contract Documents, the City agrees to pay Contractor pursuant to the prices and hourly rates as set forth in Contractor's Proposal. Payment shall be made only for work, which is actually performed and approved by the City. Contractor shall submit invoices to the City no later than the fifteenth (15th) day of the month immediately following the month in which the Services are completed. The City will make payment in accordance with the Florida Prompt Payment Act, Section 218.72, *et. seq.*, Florida Statutes.
- B. All invoices shall be submitted in accordance with the Florida Prompt Payment Act, Section 218.72, *et. seq.*, Florida Statutes, with all details prescribed by the City in the RFP, and delivered to the following address:  
  
City of Largo, Florida  
Attention: Matt Butler, Assistant Building Official  
201 N. Highland Ave.  
Largo, FL 33770
- C. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion will be paid.

## **8. TERMINATION**

- A. The City may terminate this Agreement with cause at any time immediately upon written notice to Contractor, if: (a) Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (b) Contractor fails to perform in the manner called for in this Agreement; or (c) Contractor does not provide services in accordance with the requirements of the specifications or scope of work in the Contract Documents. In its sole discretion, the City may allow Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable.
- B. The City may terminate the Agreement, without cause, by giving thirty (30) days' advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.
- C. The Contractor may terminate this Agreement with cause at any time upon written notice to the City, after providing a notice to cure as set forth below, if the City is in material breach of the Contract Documents. If Contractor believes that the City

is in material breach of the Contract Documents, Contractor shall give the City at least fifteen (15) days' written notice or more if reasonably necessary, to cure any such alleged breach. If the City does not cure said breach, Contractor may then terminate this Agreement upon providing written notice to the City.

## 9. WARRANTIES AND COVENANTS

- A. **Patent, Trademark, Copyright, and Trade Secret.** Contractor warrants that the Services, and all goods and work associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold the City, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. The City shall promptly notify Contractor of any such claim. The City makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and the City shall not be liable to Contractor for any such claim brought against Contractor. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of providing the Services under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the City immediately and provide a detailed report. The rights and responsibilities of the Contractor and the City with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.
- B. **Covenants Against Gratuities.** Contractor warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of the City with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this Agreement.
- C. **E-Verify.** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.

## 10. DELAY IN PERFORMANCE/FORCE MAJEURE

- A. **Time is of the Essence.** The timely receipt of Services to the City is essential. If any Services are not performed on time, the City may cancel the unfilled portion of this Agreement for cause, contract for the Services elsewhere, and recover from Contractor any increased costs and damages thereby incurred by the City.

- B. **Unavoidable Delay.** If performance of the Services, and all deliverables thereunder, is unavoidably delayed, the City may, in its sole and absolute discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.
- C. **No Damages for Delay.** Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by the City. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Services or substantial increases in the costs of performing the work under the Contract Documents.
- D. **Notification.** Contractor shall notify the City as soon as Contractor has, or should have had, knowledge that an event has occurred which will delay completion of the Services. Within five (5) working days, Contractor will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Contractor shall supply, as soon as such data is available, any reasonable proofs that are required by the City to make a decision on any request for extension. The City will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. The City will notify Contractor of its decision in writing. It is expressly understood and agreed that Contractor will not be entitled to any extension and the granting of such extension is in the sole discretion of the City. It is further expressly understood that Contractor shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

**11. INSURANCE.** Contractor shall comply with the insurance requirements set forth in the RFP.

## **12. INDEMNIFICATION**

- A. As a supplement to the RFP's Hold Harmless provision, Contractor shall assume control of the defense of any claim asserted by a third party against the City arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Contractor's expense. Contractor shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third-party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of the City before

entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third-party claim, but shall pay the fees of counsel retained by the City and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect of the City's reputation; (ii) the third-party claim seeks an injunction or equitable relief against the City; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

- B. If this is a contract for or in connection with any construction, alteration, repair or demolition of a building, structure, appurtenance, or appliance, including moving and excavating associated therewith, then, in addition to the terms set forth in the RFP's Hold Harmless provision, the monetary limitation on the extent of indemnification provided for in the RFP shall not be less than \$1 million per occurrence, unless otherwise agreed by the Parties.

**13. FUNDING.** It is understood that this Agreement does not create any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which the Agreement is executed. No liability shall be incurred by the City beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.

**14. ACCEPTANCE OF SERVICES.** For all Services deliverables that require City acceptance as provided in the RFP the City will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to the Contractor. If a deliverable is rejected, the written notice from the City will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the City, who will then have seven (7) calendar days to review and approve or reject the deliverable(s). Upon final acceptance of the deliverable(s), the City will accept the deliverable(s) in writing.

**15. CHANGE ORDERS.** Except in an emergency, no change in the work or services shall be made by the Contractor unless authorized by a prior written, duly executed Change Order. The Contractor shall submit the proposed Change Order to the City and the Change Order must be approved and signed by both the City's authorized representative, and the Contractor. If the Contractor proceeds with additional work or services prior to approval

and execution of a Change Order, the Contractor waives any claim to and shall not receive any compensation for such work.

In the event of an emergency, the Contractor shall inform the City of the circumstances immediately. The City may authorize the Contractor to proceed with the work to resolve the emergency only. However, the contract price may be changed only by a duly authorized Change Order signed by the City's authorized representative.

## **16. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.**

- A. **Claims for Damages.** Should Contractor suffer injury or damage to person or property because of any act or omission of the City or of any of its employees, agents or others for whose acts the City is legally liable, a claim for damages therefore shall be made in writing to the City within five (5) days of when Contractor knew or should have known of such injury or damage. The claim shall specify in the reference line or title of the document, in all capitalized, bolded letters that it is a notice of a claim for damages. The failure to provide timely notice of such claim in accordance with this provision shall constitute a waiver of such claim.
- B. **Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, except as provided in this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- C. **Attorneys' Fees.** In the event of legal action or other proceeding arising under this Agreement, the City shall be entitled to recover from Contractor all its reasonable attorneys' fees and cost incurred by the City in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Contractor. The City also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the City. The reasonable costs to which the City will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.



## 17. LIABILITY

- A. Neither the City nor the Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized under this Agreement. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- B. The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

**18. RIGHT TO OWNERSHIP.** All work created, originated, and/or prepared by Contractor in performing Services pursuant to the Agreement, including all records, tracings, plans, specifications, maps, evaluations, reports, technical data, working papers, and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services, shall be the City's property when the applicable Services are completed and accepted, if acceptance is required under this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the City may be used by the City without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the City for use by Contractor under this Agreement shall remain the property of the City.

## 19. MISCELLANEOUS PROVISIONS

- A. **Entire Agreement.** The Contract Documents, including all exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals, and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.
- B. **Notices.** All notices required or made pursuant to this Agreement, except for any notices required to be made to a point of contact pursuant to Section 4 of this Agreement, shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

**To the City:**  
City of Largo, Florida

**To Contractor:**  
Nova Engineering and Environmental, LLC

Attn: Henry Schubert, City Manager  
201 N. Highland Ave.  
Largo, FL 33770

Dany Romero, Regional Manager  
4524 Oak Fair Boulevard, Suite 200  
Tampa, FL 33610

***With required copy to:***

Alan S. Zimmet, B.C.S.  
Bryant Miller Olive P.A.  
One Tampa City Center, Suite 2700  
Tampa, FL 33602

Either Party may change its above noted address by giving written notice to the other Party in accordance with the requirements of this Agreement.

- C. **Waiver of Remedies for any Breach.** In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term, or condition of this Agreement, such waiver by the City shall only be valid if set forth in writing and shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- D. **Assignment.** The terms and provisions of this Agreement shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the foregoing, a party's rights and obligations under this Agreement may only be transferred, assigned, sublet, subcontracted, mortgaged, pledged or otherwise disposed of or encumbered in any way with the other party's prior written consent.
- E. **Modification.** The Contract Documents may not be amended or altered without prior written approval by the City. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract Documents and signed by the City.
- F. **Controlling Law and Venue.** This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.
- G. **No Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties

- H. **Headings and Section References.** The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.
- I. **Authorization.** The Parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.
- J. **Electronic Signatures.** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.
- K. **Severability.** If any one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this Agreement shall be treated as though the invalidated portion(s) had never been a part hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed on the date first above written.

NOVA ENGINEERING AND  
ENVIRONMENTAL, LLC  
"CONTRACTOR"

CITY OF LARGO, FLORIDA  
"THE CITY"

DocuSigned by:  
By: Dany Romero  
Print Name: Dany Romero  
Title: Director, Regional Manager

By: \_\_\_\_\_  
Henry P. Schubert, City Manager

WITNESS/ATTEST:

Attest:

DocuSigned by:  
By: Brian Haney  
Print Name: Brian Haney  
Title: Business Unit Manager

By: \_\_\_\_\_  
Diane Bruner, City Clerk

Reviewed and Approved:

DocuSigned by:  
By: Alan S. Zimmet  
Alan S. Zimmet, City Attorney



PO Box 296  
Largo, FL 33779  
**Largo.com**

**CITY COMMISSION  
LARGO, FLORIDA  
REQUEST FOR PROPOSAL**

**Proposal #:** 23-P-771

**Date:** October 14, 2022

Sealed proposals will be received by the City of Largo Office of Performance and Budget, located at Largo City Hall, 201 Highland Ave., Largo, Florida 33770, until:

**NOVEMBER 16, 2022  
11:00 am., local time**

**FOR**

**CONTRACTUAL BUILDING SERVICES**

Said proposals should conform to the minimum requirements outlined in the request for proposal. The City reserves the right to reject any and all offers and to waive minor informalities.

**Submission and Receipt of RFP's**

Respondents may elect to submit their response to this RFP by:

1. **Providing one (1) original and one (1) electronic copy of your RFP to this office by the date and time** indicated. The outside of your package must be clearly labeled with the RFP number, title, opening date and time and the name and address of the proposer. The City is not responsible for submittals via postal or mail courier services, receipt by the post office or mail courier prior to the deadline does not meet the City's deadline requirements.

**OR**

2. Electronic submission through the free on-line services of DemandStar. All documents and attachments must be uploaded by the date and time indicated. Respondents who are e-bidding for the first time are strongly encouraged to contact DemandStar at 866-273-1863 or obtain assistance by e-mailing questions to Support@demandstar.com. Solicitation responses uploaded to DemandStar after the solicitation response due date and time shall not be considered. It is the sole responsibility of the respondent to ensure that its solicitation response is uploaded and submitted before such date and time. The City of Largo is not responsible for delays caused by power outages or internet failures. No exceptions will be made.

Late offers will be rejected.

Deadline for questions is **NOVEMBER 1, 2022**

If you have any questions regarding this Request for Proposal, please contact Joan Wheaton, Office of Performance and Budget, (727) 587-6740 ext 7604, or via email at [jwheaton@largo.com](mailto:jwheaton@largo.com)

**PROPOSAL and ADDENDUM DOCUMENTS CAN BE DOWNLOADED FREE OF CHARGE FROM [www.demandstar.com](http://www.demandstar.com)**

**BY ORDER OF THE CITY COMMISSION  
LARGO, FLORIDA**



Joan Wheaton, Procurement Analyst  
Office of Performance and Budget

**Please indicate RFP number  
on your response envelope.**

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**PART I**  
**MINIMUM REQUIREMENTS/EVALUATION CRITERIA**  
**FOR**  
**CONTRACTUAL BUILDING SERVICES**  
**RFP #23-P-771**

**PURPOSE**

The City is requesting proposals for contractual services for building inspection, plan review, and/or building official services in support of the City's permitting and development review services. The resulting service agreement will be valid for one year and may be extended for additional one (1) year periods upon mutual consent of both parties. The City reserves the right to make multiple awards from this solicitation. Subcontracting will not be permitted for this project.

The City anticipates using contractual services to supplement existing staff and meet service demands at various times throughout the year. Services will be provided on-site at the City of Largo's Building Division

**CURRENT PROJECT DESCRIPTION**

During times of peak demand or staff leave, the City requires contractual service providers to supplement staff work in the area of building inspection, plan review, or building official services. The City has previously worked with vendors on an on-call basis. The City is seeking proposals for Fiscal Year 2023 of firms available to provide the services the City may need throughout the year. As stated above, the City reserves the right to make multiple awards from this solicitation and no vendor will necessarily be the exclusive provider of services in FY23.

**Scope of Work**

Building Official

1. On-site (City of Largo City Hall) Building Official services with State of Florida Building Code Administrator licenses

Building Plans Examination

1. On-site (City of Largo City Hall) plans examination services with any combination of the following State of Florida licenses:

- Building; Mechanical; Electrical; Plumbing; Flood Plain Manager; 1 & 2 Family Dwelling; Coastal Construction

Building Inspection

1. Building Inspection services with any combination of the following State of Florida licenses:

- Building; Mechanical; Electrical; Plumbing; Flood Plain Manager; 1 & 2 Family Dwelling; Coastal Construction; Building Code Administrator

**Evaluation Criteria**

Proposals will be evaluated by the City, and the Proposer will be selected based on, but not limited to, the following scored criteria:

- a. Ability, capacity and skill to perform the contract or provide the service required.
- b. Experience on similar projects in Florida and in the Tampa Bay Area.
- c. Personnel assigned to the project and qualifying credentials to perform.



- d. References
- e. Availability
- f. Cost

The selected proposer(s) response to stated criteria may be verified by the City. This verification may consist of reference checks, interviews, and site visits.

**Period of Contract**

Contract shall be for a period of three years.

**Option of Renewal**

This contract may be renewed for an additional two-year period by mutual agreement providing all prices, terms and conditions remain the same.

**Timeline of Events**

Dates are tentative and subject to change at City's sole discretion.

|  |               |
|--|---------------|
| Release of RFP                                 | [INSERT DATE] |
| Deadline to receive questions (electronically) | [INSERT DATE] |
| RFP Responses Due by 3:00pm local time         | [INSERT DATE] |
| Evaluation Committee Meeting/ Selection        | [INSERT DATE] |
| Oral Presentations/Interviews                  | [INSERT DATE] |
| City Commission Award Approval                 | [INSERT DATE] |

**PART II**  
**INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS**  
**FOR**  
**RFP #**

**Definitions (as used herein)**

- a. The term "Request for Proposal" means a solicitation of proposals. The acronym "RFP" means Request for Proposal.
- b. The term "proposal" means the offer of qualitative evaluations by the proposer.
- c. The term "professional services" means those services of architects, auditors, dentists, engineers, landscape architects, lawyers, physicians, psychologists, surveyors and any other professional service as determined by the City.
- d. The term "proposer" means the one making an offer.
- e. The term "Change Order" means a written order signed by the Office of Performance & Budget or authorized representative directing the Proposer to make changes to a contract or purchase order resulting from the RFP.
- f. The term "City" means the City of Largo, Florida.
- g. The term "City Commission" means the governing body of the City of Largo.

**Preparation of Request for Proposal**

- a. Proposers are expected to examine the minimum requirements and all special and general conditions. Omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract document, will not be accepted as a basis for varying the requirements of the City or the compensation to the Proposer. Failure to do so is at the proposer's risk. The proposer shall sign the Request for Proposal and print or type his/her name, address, and telephone number on the face page.
- b. The apparent silence of any supplemental minimum requirements as to any details or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail. All workmanship is to be first quality. All interpretations of the minimum requirements shall be made upon the basis of this statement.
- c. Respondents may elect to submit their response to this RFP by:
  - 1. Providing **one (1)** original and **one (1)** electronic copy of your RFP to this office by the date and time indicated. The outside of your package must be clearly labeled with the RFP number, title, opening date and time and the name and address of the proposer. The City is not responsible for submittals via postal or mail courier services, receipt by the post office or mail courier prior to the deadline does not meet the City's deadline requirements.

**OR**

- 2. Electronic submission through the free on-line services of DemandStar. All documents and attachments must be uploaded by the date and time indicated. Respondents who are e-bidding for the first time are strongly encouraged to contact DemandStar at 866-273-1863 or obtain assistance by e-mailing questions to Support@demandstar.com. Solicitation responses uploaded to DemandStar after the solicitation response due date and time shall not be considered. It is the sole responsibility of the respondent to ensure that its solicitation response is uploaded and

submitted before such date and time. The City of Largo is not responsible for delays caused by power outages or internet failures. No exceptions will be made.

- d. The firm should retain a copy of all documents for future reference.
- e. All proposals must be signed with the firm name and by an officer or employee having authority to bind the firm by his/her signature as indicated by the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)). Proof of corporate signer must be included with the submittal with the proposal. Use Sunbiz website screen shot or include a copy of Corporate Resolution.
- f. Failure to follow the instructions in the Request for Proposal is cause for rejection of offer.

#### **Submission and Receipt of Proposals**

- a. Proposals must be received before the specified time as designated in the RFP. A list of firms who submitted proposals will be furnished, upon request.
- b. Proposals shall be submitted in a sealed envelope or electronically through the on-line services of Demandstar. If submitting an envelope, the envelope shall show the hour and date specified for receipt of RFP, the RFP number, and the name and address of the responder
- c. The City of Largo is not responsible for the U.S. Mail or private couriers, in regard to mail being delivered by the specified time so that a proposal can be considered.
- d. Email and Facsimile (FAX) proposals will not be considered however, proposals may be modified by email and FAX notice, provided such notices are received prior to the hour and date specified.
- e. Late proposals will be rejected.
- f. Proposals having any erasures or corrections must be initialed by the offeror in ink. Proposals shall be signed in ink. All amounts shall be typewritten or completed in ink.
- g. Overnight or Express mail should not be addressed to the PO Box.
- h. Debarment Form must be completed and attached to proposal.

#### **Acceptance of Offer**

The signed proposal shall be considered an offer on the part of the proposer; such offer shall be deemed accepted upon issuance by the City of a Purchase Order, Blanket Purchase Order, or other contractual document.

The contract will be awarded to the most responsible and responsive proposer whose proposal best meets the minimum requirements, and criteria set forth in this RFP.

The City reserves the right to accept or reject any and all proposals or parts of proposals, waive minor informalities, and to request clarification of information from any proposer.

The City reserves the right to award the contract on a split-order, lump-sum, or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified.

Please see **Exhibit C** of this RFP for City's sample contract.

**Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the Request for Proposals or addenda (if any) should be reported in writing to the City's Contracts & Procurement Administrator. Should it be found necessary, a written addendum will be incorporated in the Request for Proposals and will become part of the Purchase Agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

**Right to Reject Proposals**

Right is reserved to reject any or all proposals and to disregard typographical, mathematical, or obvious errors. The City will not pay costs incurred by any proposer in the preparation of proposals.

**Compensation**

Compensation, which is determined to be fair, competitive, and reasonable will be considered during the negotiations of a final contract with the selected proposer.

**Payment**

Payment for the project will be on a lump sum basis.

**Fiscal Non-Funding Clause**

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Proposer of such occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

**Conflict of Interest**

Proposer acknowledges and certifies that this Agreement does not violate any ethics provision found in Chapter 112, Florida Statutes or Chapter 2, City of Largo Code of Ordinances, including but not limited to the prohibition against gratuities and kickbacks in Section 2-279, City of Largo Code of Ordinances.

The proposer certifies that, to the best of their knowledge or belief, no elected/appointed official or employee of the City of Largo, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this proposal. Financial interest includes ownership of more than five percent of the total assets or capital stock or being an officer, director, manager, partner, proprietor, or agent of the business submitting the proposal or of any subcontractor or supplier thereof providing goods or services in excess of ten percent of the total proposal amount.

Additionally, the proposer, on company letterhead, must divulge at the time of proposal submittal, any relative, other than those already specified, of an elected /appointed official or employee of the City of Largo who has a financial interest, as defined herein, in providing the goods or services specified in the proposal. The City, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the proposal.

**Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity

crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **Options**

When the City requests proposals with options regarding the extent of services to be provided, the City requests all proposers to provide a cost breakdown for each option proposed. Although all options may be purchased, some may not. The City reserves the right to decide, at its discretion, which options shall be purchased.

The City reserves the right to engage more than one firm if it is believed that different firms might best serve the City's interests in performing different segments of the work (e.g., one firm to provide building estimates, and another to provide infrastructure estimates).

### **Subcontracting**

Where proposers do not have the "in-house" capability to perform work desired in the Request for Proposal, subcontracting may be permitted with prior knowledge and approval of the City. The City must be assured and agree that any proposed subcontractor(s) can perform work of the desired quality and in a timely manner. Therefore, the name(s) of any intended subcontractor(s) should be given in the Proposal.

### **Failure to Submit Proposal**

If you do not wish to submit a proposal, return the RFP and state reason; otherwise, your name may be removed from our mailing list.

### **Default of Contract**

In case of default by the proposer, the City may procure the services from other sources and hold the proposer responsible for any excess costs occasioned or incurred thereby.

### **Modification for Changes**

No agreement or understanding to modify this RFP and resultant purchase order or contract shall be binding upon the City unless made in writing by the Office of Performance and Budget.

### **Order or Precedence**

In the event of an inconsistency between provisions of the RFP, the inconsistency shall be resolved by giving precedence in the following order: (a) Instructions to Proposers and General Provisions; and (b) the minimum requirements.

### **Examination of Records**

The proposer shall keep adequate records and supporting documentation applicable to the subject matter of this RFP to include, but not be limited to, records of costs, time worked, working paper and/or

accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the proposer for a minimum of one year from the date the contract is completed and accepted by the City. If any litigation, is started before the expiration of the one-year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the City. Should any questions arise concerning this contract, the City and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Proposers shall be authorized to retain microfilm copies in lieu of original records, if they so desire.

Any subcontractor(s) employed by a proposer who is subject to these requirements and the proposer is required to so notify any such subcontractor(s).

### **Proposals Received**

All proposals received in response to this RFP become the property of the City.

### **Contacting or Soliciting from City Staff**

The proposer, including its agents and associates, shall refrain from contacting or soliciting any staff member or official of the City regarding this RFP upon the release of the RFP through the time of notification of award. Failure to comply with the provision may result in disqualification of the firm.

### **Hold Harmless**

The parties recognize that the Proposer is an independent contractor. The Proposer agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of the terms and conditions of this Agreement, Invitation for Bid or Request for Proposal, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents, and attorneys excluding only the sole negligence of the City, its commissioners, mayor, officers, employees, agents, and attorneys. The Proposer's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Proposer against the City and the Proposer hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

### **Qualifications of Proposer**

A proposer may be required, before the award of any contract, to show to the complete satisfaction of the City that they have the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.

### **Disqualification of Proposer**

Any or all proposals will be rejected if there is any reason for believing that collusion exists among the proposers, and participants in such collusion will not be considered in future proposals for the same work.

**Licenses and Permits**

The Proposer shall secure all licenses and permits and shall comply with all applicable laws, regulations and codes as required by the State of Florida, or by the City of Largo. The Proposer must fully comply with all Federal and State Laws and County and Municipal Ordinances and Regulations in any manner affecting the performance of the work.

**Provisions for Other Agencies**

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to the Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under the proposal.

**Applicable Law and Venue**

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for the Middle District of Florida, Tampa Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

**Public Records Responsibilities**

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Proposer on behalf of the City, Proposer shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Proposer does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Proposer be transferred to the City, Proposer shall transfer, at no cost, to the City, all Public Records in possession of Proposer within thirty (30) days of such request or (ii) if no such request is made by the City, Proposer shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Proposer transfers all Public Records to the City pursuant to (d)(i) above, Proposer shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Proposer keeps and maintains Public Records pursuant to (d)(ii) above, Proposer shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. If Proposer does not comply with a Public Records request, or does not

comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Proposer is acting on behalf of the City.

**IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Telephone number: (727) 587-6710 ext. 7003 E-mail address: dbruner@largo.com**

**Mailing address: City of Largo, Attn: City Clerk, P.O. Box 296, Largo, Florida 33779-0296**

#### **Attorney Fees**

In the event of legal action or other proceeding arising under this Contract, the prevailing party shall be entitled to recover from the adverse party all its reasonable attorneys' fees and costs incurred by the prevailing party in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The prevailing party also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the prevailing party. The reasonable costs to which the prevailing party will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

#### **Additional Information**

Additional information may be obtained from the Office of Performance and Budget, (727) 587-6740, or from the individual listed on the RFP cover letter.

Proposals received in response to this Request for Proposals are exempt from disclosure under the Public Records Law until such time as an award decision has been made known or until thirty days after the Proposal opening, whichever occurs earlier. Each proposer shall clearly mark each page of its proposal that contains trade secrets or other information which the proposer believes is exempt from disclosure pursuant to Article I, Section 24 of the Florida Constitution and Chapters 119 and 286, Florida Statutes (commonly referred to as the "Sunshine Laws"). Disclosure of information marked according to the requirements of this section in response to a public records request will be determined by the City in its sole and absolute discretion and in accordance with the Florida laws, rules, and regulations. If there is no information marked as exempt by the proposer, the City will assume that the proposer does not claim that any portion of its proposal is exempt from disclosure under the Sunshine Laws.



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**EXHIBIT A**

**PART III  
SPECIFIC PROPOSAL REQUIREMENTS  
FOR  
CONTRACTUAL BUILDING SERVICES  
RFP#23-P-771**

**Format**

To assure consistency, proposals must conform to the following format:

- A. Proposer Information Form
- B. Table of Contents
- C. Introduction Letter
- D. Qualifications
- E. Other Information
- F. Cost & Time
- G. Reference Information Form
- H. Insurance Requirements Checklist
- I. Debarment Suspension Form
- J. Florida State Corporate Filing

**Section A – Proposer Information Form**

Use form provided as **EXHIBIT A**.

**Section B – Table of Contents**

Identify proposal material by section and page number.

**Section C – Introduction Letter**

Summarize the key points of the proposal; understanding of the scope of work; signed by an authorized official of the firm.

**Section D – Firms Qualifications, Experience and Capacity to Provide Services**

Please Provide:

1. A brief summary of the firm's background, years in business, and experience specific to the City's work required.
2. Number of full-time equivalent staff members by license type within each area of service (plan review, inspections, Building Official) that may be available during the course of the year (in region/available with reasonable notice).
3. Notice period required to provide staff.
4. Availability of staff to provide services throughout the year.
5. Staffing plan should vacancy occur with an assigned contractual staff member.

**EXHIBIT A**

6. Equipment staff will be provided with (vehicle, field equipment, etc.).
7. References – Provide three (3) Florida public client references for whom the firm provided similar services within the past three (3) years. For each reference, include the contact person's name, entity, title, address, phone number, and email address.
8. Conclusion – Briefly summarize why your Firm should be selected, including why your Firm is pursuing the City of Largo's business. In short, what makes your Firm different and why should the City select your Firm above all others.

**Section E - Other Information**

This section should address any other information necessary for a full understanding of your services. Please provide relevant information on any additional services offered by your firm.

**Section F – Cost and Time**

This section must clearly state the cost for Building Official Services (on site), Building Plans Examiner (on site), Building Inspection Services. For each category include hourly, daily and weekly rates.

**Section G – Reference Information Form**

Use form provided as **EXHIBIT B**.

**Section H – Insurance Requirements Checklist**

Use form provided as **EXHIBIT C**.

**Section I – Debarment Suspension Form**

Use form provided as **EXHIBIT D**.

**Section J – Florida State Corporate Filing**

All proposals must be signed with the firm name and by an officer or employee having authority to bind the firm by his/her signature as indicated by the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)). Proof of corporate signer must be included with the submittal with the proposal. Use Sunbiz website screen shot or include a copy of Corporate Resolution.

EXHIBIT A

**EXHIBITS  
FOR  
CONTRACTUAL BUILDING SERVICES  
RFP # 23-P-771**

EXHIBIT A

**CITY OF LARGO, FLORIDA  
PROPOSER INFORMATION FORM  
FOR  
CONTRACTUAL BUILDING SERVICES  
RFP # 23-P-771**

The undersigned proposer does hereby agree to furnish the City of Largo, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

**IT IS THE PROPOSERS RESPONSIBILITY TO CHECK [www.demandstar.com](http://www.demandstar.com)  
FOR FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL**

**THIS PROPOSAL MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS ([www.sunbiz.org](http://www.sunbiz.org))  
Proof of corporate signer must be submitted with Proposal. If not submitted, proposer will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution.**

|                         |  |
|-------------------------|--|
| PROPOSER NAME:          |  |
| TAX ID# SSN or EIN:     |  |
| PROPOSER ADDRESS:       |  |
| PURCHASE ORDER ADDRESS: |  |
| PHONE NUMBER:           |  |
| COMPANY WEB SITE:       |  |
| COMPANY CONTACT (REP):  |  |
| EMAIL ADDRESS(REP):     |  |
| SIGNATURE:              |  |

EXHIBIT B

**REFERENCE INFORMATION FORM  
FOR  
CONTRACTUAL BUILDING SERVICES  
RFP # 23-P-771**

Organization\_\_\_\_\_

Contact Person\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_State\_\_\_\_\_Zip\_\_\_\_\_

Phone Number (\_\_\_\_\_)\_\_\_\_\_

Project Cost\_\_\_\_\_Date Performed\_\_\_\_\_

~~~~~

Organization\_\_\_\_\_

Contact Person\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_State\_\_\_\_\_Zip\_\_\_\_\_

Phone Number (\_\_\_\_\_)\_\_\_\_\_

~~~~~

Organization\_\_\_\_\_

Contact Person\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_State\_\_\_\_\_Zip\_\_\_\_\_

Phone Number (\_\_\_\_\_)\_\_\_\_\_

~~~~~

Representative Typed Name/Title\_\_\_\_\_

Representative Signature\_\_\_\_\_

Firm\_\_\_\_\_

## EXHIBIT C

**INSURANCE REQUIREMENTS CHECKLIST**  
**FOR: Contractual Building Services RFP # 23-P-771**  
**Items marked "X" must be provided**

|          |                                                                                                                                                                                                                                                                                                                                                                                                                   |                                       |                                                       |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------------------------|
| <u>X</u> | <b><u>General Liability</u></b>                                                                                                                                                                                                                                                                                                                                                                                   | <b><u>Minimum Limits Required</u></b> |                                                       |
|          | <u>x</u> Commercial General Liability                                                                                                                                                                                                                                                                                                                                                                             | \$ <u>2,000,000</u>                   | General Aggregate                                     |
|          | <u>x</u> Occurrence Form                                                                                                                                                                                                                                                                                                                                                                                          | \$ <u>1,000,000</u>                   | Product/Completed Operations Agg.                     |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ <u>1,000,000</u>                   | Personal & Advertising Injury                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ <u>1,000,000</u>                   | Each Occurrence                                       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ _____                              |                                                       |
| <u>X</u> | <b><u>Automobile Liability</u></b>                                                                                                                                                                                                                                                                                                                                                                                |                                       |                                                       |
|          | Owned, Hired & Non-Owned                                                                                                                                                                                                                                                                                                                                                                                          | \$ <u>1,000,000</u>                   | Combined Single Limit<br>per<br>Occurrence            |
| <u>X</u> | <b><u>Worker's Compensation<br/>and Employer's Liability</u></b>                                                                                                                                                                                                                                                                                                                                                  | <b><u>Statutory</u></b>               |                                                       |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ <u>100,000</u>                     | Each Accident                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ <u>500,000</u>                     | Disease - Policy Limit                                |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ <u>100,000</u>                     | Disease - Each employee                               |
| <u>X</u> | <b><u>Professional Liability - Errors &amp; Omissions</u></b>                                                                                                                                                                                                                                                                                                                                                     | (*To be completed by Proposer)        |                                                       |
|          | * Deductible: \$ _____                                                                                                                                                                                                                                                                                                                                                                                            | \$ _____                              | Aggregate                                             |
|          | * Claims Made (Y/N): _____                                                                                                                                                                                                                                                                                                                                                                                        | \$ _____                              | Each Claim                                            |
|          | * Occurrence (Y/N): _____                                                                                                                                                                                                                                                                                                                                                                                         |                                       |                                                       |
|          | * Defense included in Limits (Y/N): _____                                                                                                                                                                                                                                                                                                                                                                         |                                       |                                                       |
|          | <b><u>Builder's Risk/Installation Floater</u></b>                                                                                                                                                                                                                                                                                                                                                                 | (* To be completed by Proposer)       |                                                       |
|          | * Flood Included \$ _____ Limit                                                                                                                                                                                                                                                                                                                                                                                   | \$ _____                              | 100% of Completed or<br>Installed Value All-Risk Form |
|          | * Transportation Included \$ _____ Limit                                                                                                                                                                                                                                                                                                                                                                          |                                       |                                                       |
|          | * Storage Included \$ _____ Limit                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                                                       |
|          | <b>City Must Be A Named Insured. Copy of Policy Will Be Required.</b>                                                                                                                                                                                                                                                                                                                                             |                                       |                                                       |
|          | <b><u>Other</u></b>                                                                                                                                                                                                                                                                                                                                                                                               |                                       |                                                       |
|          | _____                                                                                                                                                                                                                                                                                                                                                                                                             | \$ _____                              |                                                       |
|          | _____                                                                                                                                                                                                                                                                                                                                                                                                             | \$ _____                              |                                                       |
| <u>X</u> | The Certificate of Insurance must show "The City of Largo, its elected officials and employees" as an additional insured. The Certificate shall bear the requisite endorsements providing that the City is an additional insured and providing for waiver of subrogation by the Proposer/Subcontractor when applicable.                                                                                           |                                       |                                                       |
| <u>X</u> | Proposer/Subcontractor shall provide immediate notice of any Proposer/Subcontractor initiated cancellation, non-renewal or adverse change to the policies required to be obtained or maintained pursuant to this RFP. Proposer/Subcontractor shall immediately forward to the City any notice it receives of cancellation, non-renewal or adverse change to any policy that is initiated by a policy provider(s). |                                       |                                                       |
| <u>X</u> | Certificates must identify proposal number and proposal title.                                                                                                                                                                                                                                                                                                                                                    |                                       |                                                       |
| <u>X</u> | Subcontractors must carry same Insurance limits.                                                                                                                                                                                                                                                                                                                                                                  |                                       |                                                       |
| <u>X</u> | Insurance Carrier should be A rated.                                                                                                                                                                                                                                                                                                                                                                              |                                       |                                                       |
| <u>X</u> | The City reserves the right to request any additional information it deems necessary, and at a frequency it deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of any contractual agreement entered into pursuant to this RFP and/or any Purchase Order issued in accordance with this RFP                                                           |                                       |                                                       |

---

**Statement of Proposer: We understand the requirements requested and agree to comply fully.**

---

**Proposer - Authorized Signature**

**A complete copy of this form with original signature must accompany RFP**

**Proposal #23-P-771**

**Page 19 of 17**

## EXHIBIT D

**DEBARMENT SUSPENSION****PROPOSER RESPONSIBILITY CERTIFICATION**

---

The Proposer certifies that neither the Proposer nor any person associated with the Proposer in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of public funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from government transactions by any federal, state or local governmental entity;

(b) is presently on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel;

(c) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(d) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; or

(e) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor about which any of the foregoing paragraphs (a) through (e) are true.

---

**Proposer Name**

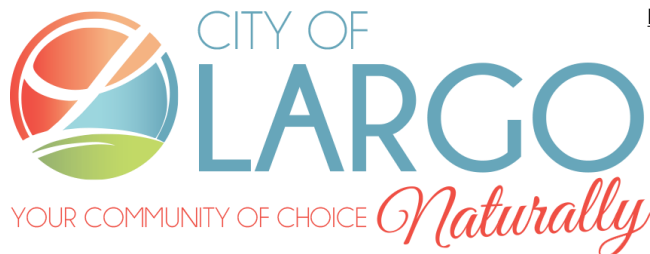
By: \_\_\_\_\_  
**Signature**

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

As Its: \_\_\_\_\_



EXHIBIT \*\*



**ADDENDUM #1  
TO  
RFP #23-P-771  
CONTRACTUAL BUILDING SERVICES**

**TO: Potential Proposers**

**FROM: Joan Wheaton, Procurement Analyst**

**DATE: November 1, 2022**

**PLEASE NOTE THE FOLLOWING INFORMATION REGARDING RFP #23-P-771**

**CLARIFICATION:**

Three references is not a minimum requirement, but is a scored criteria, and as such, listing only one reference will likely be reflected in the scores assigned by the City's evaluation committee for this RFP

~~~~~  
**Please return the signed original of this Addendum #1 with your RFP package.**

I have read and understand the Addendum to: RFP#23-P-771

Signature

Firm

Typed Name and Title

**IT IS BIDDERS RESPONSIBILITY TO CHECK [www.demandstar.com](http://www.demandstar.com) for  
ADDENDUMS BEFORE SUBMITTAL**



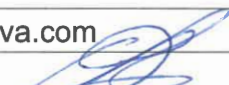
**EXHIBIT A**

**CITY OF LARGO, FLORIDA  
PROPOSER INFORMATION FORM  
FOR  
CONTRACTUAL BUILDING SERVICES  
RFP # 23-P-771**

The undersigned proposer does hereby agree to furnish the City of Largo, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

**IT IS THE PROPOSERS RESPONSIBILITY TO CHECK [www.demandstar.com](http://www.demandstar.com)  
FOR FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL**

**THIS PROPOSAL MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS ([www.sunbiz.org](http://www.sunbiz.org))**  
**Proof of corporate signer must be submitted with Proposal. If not submitted, proposer will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution.**

|                         |  |
|-------------------------|--|
| PROPOSER NAME:          | Nova Engineering and Environmental   |
| TAX ID# SSN or EIN:     | 26-0347209   |
| PROPOSER ADDRESS:       | 4524 Oak Fair Blvd. Suite 200, Tampa, FL 33610                                       |
| PURCHASE ORDER ADDRESS: | PO Box 745663 Atlanta, GA 30374  |
| PHONE NUMBER:           | 813-623-3100   |
| COMPANY WEB SITE:       | usanova.com  |
| COMPANY CONTACT (REP):  | Dany Romero  |
| EMAIL ADDRESS(REP):     | dromero@usanova.com  |
| SIGNATURE:              |  |



# **Table of Contents**

LETTER OF TRANSMITTAL

SECTION A INTRODUCTION LETTER

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November 16, 2022

City of Largo  
201 Highland Ave  
Largo, Florida 33770

**Letter of Transmittal  
City of Largo Contractual Building Services  
RFP No.: 23-P-771**

Dear Office of Performance and Budget,

**NOVA Engineering and Environmental, LLC (NOVA)** appreciates the opportunity to submit our Proposal to Provide building code inspection and plans review services for the City of Largo as needed for this on-call contract. We are confident that ours is the best firm to provide the services required because:

- **Proximity** – Our firm has provided Certified Building Official (CBO), Plan Review, and Inspection services for different municipal entities in the state of Florida since 2002. With our branch office located in Tampa, as well as inspectors that reside in Pinellas County, NOVA will be able to provide local responsive service as needs arise on short notice.
- **Quality, Experience and Proven Management Approach** – NOVA has held over 50 outsourced permitting, code compliance and building inspection contracts with more than 30 municipalities in Georgia and Florida. Our deep experience in this market has allowed us to develop the best practices that result in a more efficient process, while maintaining the responsiveness and quality of services expected by the City of Largo. However, we understand that no two jurisdictions are alike, and each community we serve requires a customized solution delivered by a licensed and certified team.
- **Experience of Proposed Team** – NOVA offers one of the most qualified and experienced staffs in Florida. Our proposed team members are well-trained, licensed, and have local experience in the key roles of Certified Building Official (CBO), Plan Review, and Inspection services. These individuals have extensive experience partnering with local and state governments, as well as an intimate familiarity with the needs of the City. Our professional engineers, technicians, and inspectors will utilize their expertise and training to successfully complete the projects of this contract.
- **Understanding of the City's Objectives** – The goal of any municipality is the to provide its citizens quality service, safety, and security. NOVA is committed to ensuring that the building code programs of the state and municipality are enforced fairly and equally across all sectors of the community. We will see that these codes are performing efficiently, and that the citizens and businesses of the City are professionally and responsively served.
- **Corporate Resources** – With over 450 employees in the southeast, NOVA has the staff, equipment, and resources to assist as required by Largo.

NOVA understands that the City of Largo is seeking professional Plan Review and Inspection services as required and requested for an on-call contract. Potential projects will be related to building, accessibility, structural, roofing, plumbing, electrical, gas, or mechanical for commercial and residential construction as outlined in the Florida Building Code. We pride ourselves on using our notable experience to “think outside-the-box”. Our innovative approach will ultimately result in significant cost and time savings for the City. The regional manager of NOVA's Tampa branch Dany Romero, PE has the authority to submit this proposal on behalf of NOVA Engineering & Environmental, LLC in response to the Request for Quotations dated August 20, 2021 to provide as-needed Plan Review and Inspection services for the City of Largo.



This contract with the City of Largo, and any subsequent service to be performed as a result, will be provided and managed by **NOVA's office located at 4524 Oak Fair Blvd., Suite 200, Tampa, Florida 33610**. This local team is prepared to meet with you if requested and begin work immediately upon contract award. We look forward to working with your team on this exciting project. If you have any questions or need further assistance, please contact Dany Romero, PE as mentioned below.

Sincerely,

**NOVA ENGINEERING AND ENVIRONMENTAL, INC.**

A handwritten signature in blue ink, appearing to read "Dany Romero", is written over a faint, light blue circular stamp or watermark.

Dany Romero, PE  
Regional Manager



## SECTION B. QUALIFICATIONS & EXPERIENCE

NOVA was recently named one of the Top 50 Design Firms in the Southeast by Engineering News Record. The firm originally provided Environmental Consulting, Geotechnical Engineering, and Materials Testing and Special Inspection Services to the design and construction community, primarily in the southeastern United States. We have grown significantly since our inception in 1996. The NOVA staff now includes Registered Professional Engineers, Registered Professional Geologists, Environmental Scientists, Soil/Foundation Engineers, Laboratory Specialists, Materials Technicians, ICC-Certified Inspectors, and NICET-Certified Technicians. We currently have over 450 professional and administrative personnel located between our 18 offices:

- Atlanta (Kennesaw), Georgia
- Athens (Bogart), Georgia
- Buford, Georgia
- Norcross, Georgia
- Greenville, South Carolina
- Charlotte, North Carolina
- Panama City Beach, Florida
- Fort Lauderdale, Florida
- Fort Myers, Florida
- Miami, Florida
- Orlando, Florida
- Pensacola, Florida
- Raleigh, North Carolina
- Tallahassee, Florida
- Tampa, Florida

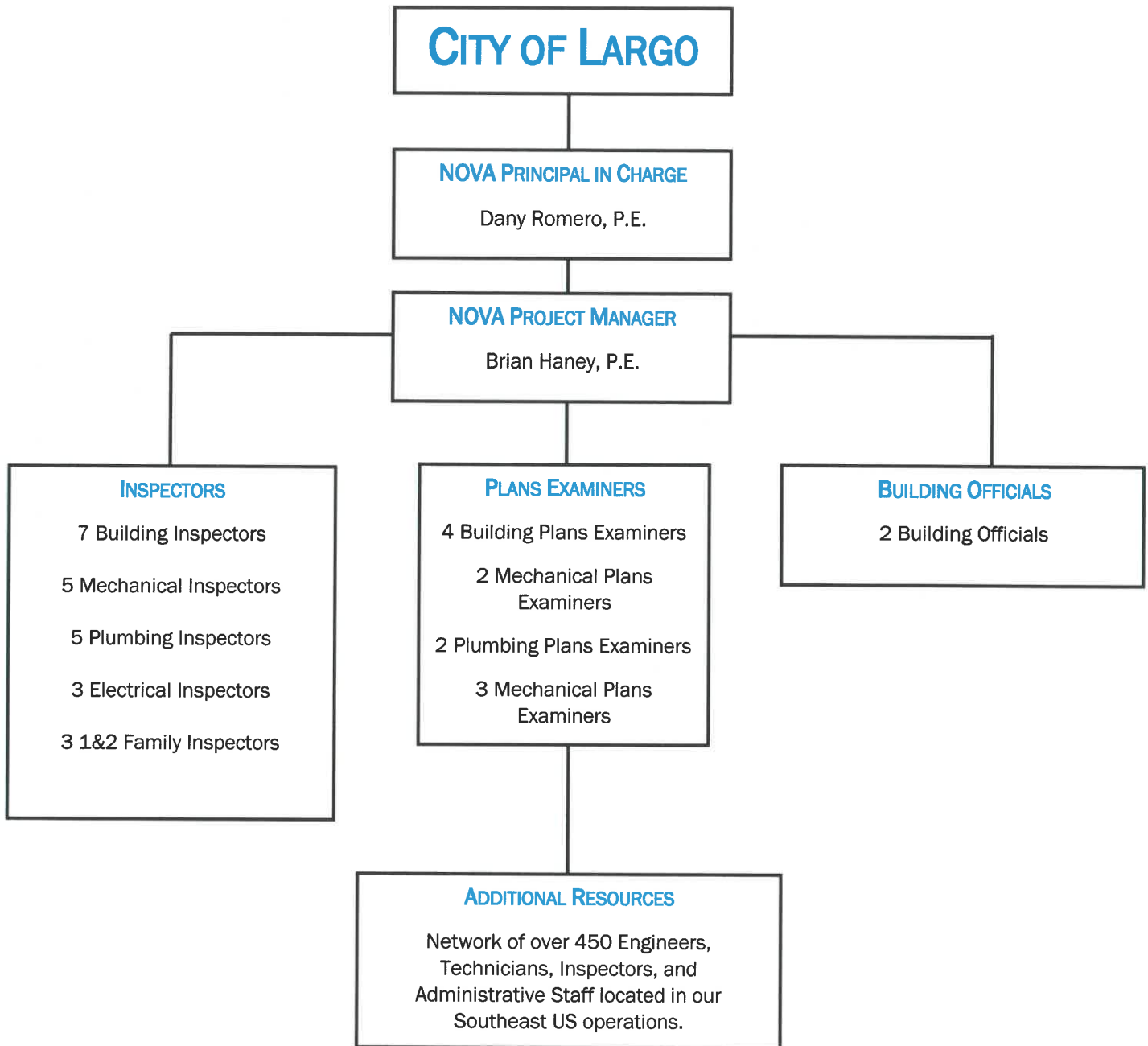


We understand that the City of Largo needs a firm with experienced Plan Reviewers and Building Inspectors that can be responsive to the City as needed for this on-call contract. Due to its convenient location, NOVA has selected our top-quality team in Tampa, Florida to manage this contract and perform the required services. If needed, this team has the support of 7 additional Florida offices. This means that there are over 100 professionals ready to begin work immediately upon award of this contract. NOVA also has a national network of more than 450 staff members. The Tampa team can and will utilize our company-wide personnel and resources to complete any projects if required.

Our staff can respond to requests for inspection and plan review services given a 48-hour notice. Building official services requires a two-week notice. Staffing for building plan review and inspections services is available year-round, excluding all major holidays. In the event a staff member assigned to the City of Largo is unavailable, a suitable replacement will be assigned. All field staff are provided with a company vehicle and cell phone. References are provided in Exhibit B on the form provided by the City of Largo. Further references are available upon request.

The firm, and more specifically the team at this location, have provided Certified Building Official (CBO), Plan Review, and Inspection services in Florida for over 16 years. Our Plan Reviewers and Code Inspectors are certified in multiple disciplines, including fire, life safety, and ADA. Their well-rounded expertise reduces inefficiencies by diminishing the need for outsourcing, thus decreasing cost, time, and personnel. The following delineates the roles of each proposed team member for any future projects with the City of Largo:





NOTE: INSPECTOR NAMES AND LICENSES IN ACCORDANCE WITH FLORIDA STATUTE 468 XII TO BE PROVIDED UPON REQUEST AS SPECIFIC DISCIPLINES ARE NEEDED BY THE CITY.



## SECTION C. APPROACH TO WORK

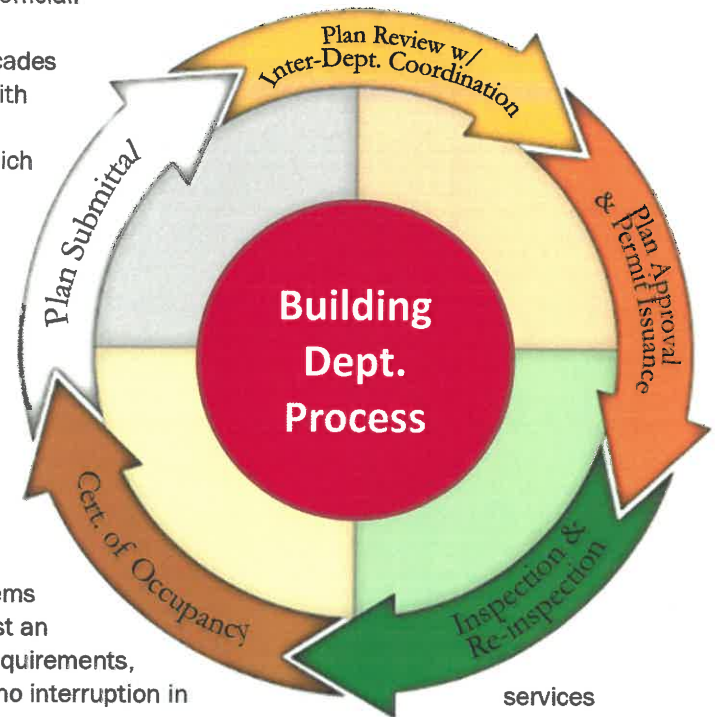
NOVA's professionals have served as municipal employees and as consultants to municipalities, so they truly understand the needs of the City. Our team thoroughly understands the requirements and potential challenges of the services necessary for this on-call contract with the City of Largo. We have an impeccable reputation for having and maintaining an in-depth knowledge of building codes. Our proposed team of professionals have successfully provided Certified Building Official (CBO), Plan Review, and Inspection services in the state of Florida for several hundred collective years. **Each professional to be assigned to this contract have the relevant experience, industry required certifications and/or licenses to perform the work.**

### PROPOSAL TO FULFILL THE REQUIREMENTS OF THE SCOPE OF SERVICES

NOVA will provide professional Building Code services on commercial, residential and accessory structures within the City of Largo as directed by a designated City official.

NOVA's philosophy is quite simple and based on our decades of experience in the marketplace. We treat our clients with dignity, civility, and respect while communicating and collaborating continually. This is a fundamental truth which will almost certainly lead to favorable outcomes on a consistent basis.

The following sections provide a general overview as to how we will handle this contract for the City, whether we're performing Building Inspections or we're responsible for the entire Building Department. Please note however that given the limited information provided regarding permit volume and construction, current and projected staffing needs, etc. it is not possible to definitively state the process(es) and requirements that should be considered for the City's specific needs. We can adjust our procedures and systems to meet the needs of the City of Largo, and would request an initial kick-off meeting after contract award to discuss requirements, existing systems & protocols, etc. This way there will be no interruption in from the first day work commences.



**Plan Review:** NOVA's comprehensive, third-party Plan Review services provide a multi-disciplinary review of proposed construction documents, independent from design professionals. They are intended to identify design and/or code-related deficiencies, improve constructability, reduce liability, and expedite the Building Department's plan review process. Our staff of expert Professional Engineers, Master Code Professionals, and Certified Plan Examiners have a comprehensive approach to help design teams and owners develop safe and efficient buildings that comply with all applicable building codes and evaluate plans.



NOVA's Plan Review Services encompass established trade standards and best practices which focuses on areas that have historically created problems for builders during construction and at turnover. Our experienced Plan Examiners focus on the design/construction elements listed below during the review process:

- Building Envelopes
- Structural, Mechanical, Electrical, and Plumbing Systems
- Energy Code Calculation, Input Data Summary, and Load Sizing Calculation Methods
- Vibration Isolation and Noise Control Systems
- ADA/Fair Housing Compliance
- Code Enforcement and Signage
- Reinforcing Steel Coverage and Corrosion Protection Systems
- Balcony Construction and Drainage
- Railings, Grout, and Waterproofing
- Fire Partitions and Rated Shaft Walls
- Roofing, Waterproofing, and Deck Coatings
- Planters, Drainage, and Irrigation Systems

**Municipal Outsourcing:** NOVA provides professional support services to meet the fluctuating demands of municipalities. Qualified professionals at NOVA can provide support staff to supplement existing municipal operations or provide the entire staff needed to manage and operate every aspect of a building department. At NOVA, we pride ourselves on having the ability to custom tailor our support services to the exact needs of each municipality that we serve.

Our firm offers proven client service and technical expertise, from permit processing and expediting plan review services to inspections and building official support. NOVA has provided plan review, code compliance inspections, and municipal support services to numerous municipalities and school districts. Our staff consists of Building Code Administrators (Building Officials), Certified Plans Examiners, Multi-disciplined Licensed Inspectors (1 and 2 Family, Building, Mechanical, Electrical, and Plumbing), and Disaster Damage Assessment Professionals.

**Coordination and Communication:** Effective communication eliminates 90% of potential problems before they arise. NOVA staff will communicate with engineers, contractors, and the City to provide information and resolution to issues as they come about during this contract. NOVA will also coordinate with City staff, design professionals, and building permit applicants to ensure the timely completion of plan review. Services will be performed in a professional and timely manner in accordance with requirements established by The City of Largo.

NOVA's staff will work closely with City departments regarding plan review and approval and permit issuance, verifying that plans flow smoothly between departments and concurrent review by departments (such as Planning and Zoning, Land Development, or the Fire Marshall) are completed where feasible. Findings on approval, approval modifications, or denial of plans will be clear and specific.

**Staffing Plan:** NOVA's entire staff of plans examiners is dedicated to knowing and adhering to the most recent and applicable building codes while serving our clients in a professional and timely manner. Our staffing approach will depend on the scope of work ultimately required by The City of Largo. Qualified part-time or full-time inspectors may be required. If the City needs full building department staff, our personnel will include a Certified Building Official, Plan Reviewers and Inspectors.



As previously stated, **NOVA** proposes to utilize one multi-certified Special Inspector throughout the project. If needed, additional personnel will supplement the required inspections and tests as the individual tasks or inspections dictate. The Lead Special Inspector will:

- Coordinate required inspections
- Perform required site inspections
- Ensure proper verbal and written communication of field personnel
- Ensure daily field reporting is presented to completion in a timely manner
- Notify proper design and construction team representatives as discrepancies are discovered
- Prepare and track discrepancies until resolved
- Report regularly to the City and NOVA Project Manager to ensure client satisfaction and technical accuracy

**Inspection Process:** NOVA will provide building code inspection services on residential, commercial, industrial, and accessory structures within The City of Largo. This will include inspections of structural, general building, roofing, plumbing, electrical, accessibility, and mechanical requirements. We will maintain records of our inspections and investigations and prepare written reports, as necessary and required by the City, State, and International Building Code.

**Management:** Mr. Romero and Mr. Haney have worked together on dozens of projects and contacts. These individuals have an excellent working relationship and are accustomed to communicating with each other daily. Prior to commencement of work, our Principal-in-Charge and Project Manager will meet City personnel to discuss the specific goals and procedures for this contract. This will ensure that expected outcomes are met, if not exceeded, and that resources are allocated in the most efficient manner possible.

**Reporting:** NOVA's professional staff is required to prepare daily and project specific inspection activity reports for use by the City and the NOVA project management team. They are used to determine proper staffing levels, monitor response time, assure quality, and preserve the efficiency of any personnel providing professional services.

**Anticipated Response Time:** As a normal course of business, the NOVA's team is accustomed to responding on short notice. NOVA understands that the City of Largo will request the necessary services on the prior day.

Our team of multi-certified inspectors and engineers are unmatched in flexibility and responsiveness. They can provide numerous types of inspection and plan review services. This typically results in a cost and time savings for our clients because extra time is not spent mobilizing additional resources to the project site. We commit our Tampa staff and our company's vast resources to ensuring that you receive the level of service you desire.

**Field Procedures:** Our Project Manager, Brian Haney, will communicate with our designated inspectors on a daily basis to ensure the assigned staff are readily available and able to accomplish the required tasks. Our staff can be contacted via phone and email. Meetings can be scheduled at the public's leisure to review findings or discuss any questions or concerns that may arise. Our staff and back up staff are equipped with vehicles that are regularly maintained and serviced. In the event of unforeseen delays any inspection requests, the person making the request will be notified of the delay and a secondary back up inspector will be identified and notified and dispatched when available.

#### ITEMIZED LIST OF SERVICES TO BE PROVIDED

NOVA understands that The City of Largo is seeking professional Plan Review and Inspection services as required and requested for an on-call contract. Potential projects will be related to building, accessibility, structural, roofing, plumbing, electrical, gas, or mechanical for commercial and residential construction as outlined in the Florida Building Code.



**Responsibilities will include, but not be limited to the following:**

- Plans Review Services and Building Inspection services
  - Plans review services for commercial and residential projects including structural, mechanical, electrical, plumbing, gas, and building review for conformance to FEMA/NFIP Standards and Local Floodplain regulations.
  - Inspection services for commercial, single, and multi-family structures for mechanical, electrical, plumbing, gas, building, and threshold inspections
  - Disaster damage assessment professionals
  - Related reports
- Review plans for compliance with submittal requirements and all applicable codes
- Contact and/or respond to questions and concerns from City staff, contractors, property owners, or other stakeholders
- Provide and enter data into City's permitting software that processes, tracks, and monitors permit, plan review, and inspection activity.
- Conduct inspections and enforce the City's Ordinances, applicable State codes, and FEMA regulations
- Provide personnel with excellent customer service skills during the City's business hours of 7:30 a.m. to 4:30 p.m., Monday through Friday, except for City holidays
  - Although not typical, services may be requested beyond normal business hours
- Provide, maintain, and insure in accordance with City requirements, the vehicles necessary to perform the services set forth herein or requested by the City
  - All such vehicles shall be kept well maintained, clean, free of damages, and in safe operating conditions
  - Possess a valid Florida driver's license and be able to operate a motor vehicle.
- All personnel shall wear uniforms or professional attire that are clean, neat and free of tears or holes and logos or graphics other than NOVA identification or logo.
- As the amount of development and the number of permits fluctuate, the City does not guarantee any certain level of work that may be assigned
  - NOVA understands that staffing may need to be adjusted accordingly from time to time
- All services must be performed in accordance with all applicable federal, state, and local regulations and statutes and the Florida Building Code
- Assure that the designated staff, including sub-consultants (if any), is used for this project
  - Departure or reassignment of, or substitution for, any member of the designated staff or sub-consultant(s) shall not be made with the prior written approval of the City
- Provide a Conflict of Interest statement prohibiting the offeror from engaging in sections of buildings whereby same or any member of NOVA has prepared any plans, drawing, or other design services for that project



**SECTION D. COST AND TIME**

| <b>Item</b>                                 | <b><u>Costs</u></b> |         |
|---|---------------------|---------|
| <b>Building Official Services (on site)</b> | Hourly              | \$125   |
|   | Daily               | \$925   |
|   | Weekly              | \$4,625 |
| <b>Building Plans Examination (on site)</b> | Hourly              | \$110   |
|   | Daily               | \$825   |
|   | Weekly              | \$4,125 |
| <b>Building Inspection Services</b>         | Hourly              | \$90    |
|   | Daily               | \$720   |
|   | Weekly              | \$3,600 |

1. All rates are portal to portal.
2. Hourly rate is subject to a 3-hour minimum.
3. After normal business hours (8am to 5pm), Saturdays, and Sundays will be billed at a 1.5X multiplier.
4. Daily rate is based upon an 8-hour workday. Additional hours will be billed at the above hourly rates.
5. Weekly rate is based upon an 8-hour workday Monday-Friday.



## SECTION E. REFERENCES


## EXHIBIT B

REFERENCE INFORMATION FORM  
FOR  
CONTRACTUAL BUILDING SERVICES  
RFP # 23-P-771

Organization Hillsborough County  
Contact Person John Barrios  
Address 601 E. Kennedy Blvd  
City Tampa State FL Zip 33602  
Phone Number (813-272-5600)  
Project Cost >\$1,000,000 Date Performed 2013-Present

Organization City of Clearwater  
Contact Person Dana Root  
Address 100 S Mvrtle  
City Clearwater State FL Zip 33756  
Phone Number (727-562-4567)

Organization Polk County  
Contact Person John Schmidt  
Address 863-534-5920  
City 330 W Church St State FL Zip 33830  
Phone Number (863-532-6080)

Representative Typed Name/Title Dany Romero - Regional Manager  
Representative Signature   
Firm Nova Engineering and Environmental





## SECTION F. INSURANCE

## EXHIBIT C

**INSURANCE REQUIREMENTS CHECKLIST**  
**FOR: Contractual Building Services RFP # 23-P-771**  
**Items marked "X" must be provided**

|            |   |                                       |  |
|------------|---|---------------------------------------|--|
| <u>X</u>   | <b><u>General Liability</u></b>   | <b><u>Minimum Limits Required</u></b> |  |
|            | <u>X</u> Commercial General Liability   | \$ 2,000,000                          | General Aggregate                                  |
|            | <u>X</u> Occurrence Form  | \$ 1,000,000                          | Product/Completed Operations Agg.                  |
|            |   | \$ 1,000,000                          | Personal & Advertising Injury                      |
|            |   | \$ 1,000,000                          | Each Occurrence                                    |
|            |   | \$                                    |  |
| <u>X</u>   | <b><u>Automobile Liability</u></b>  |                                       |  |
|            | Owned, Hired & Non-Owned  | \$ 1,000,000                          | Combined Single Limit per Occurrence               |
| <u>X</u>   | <b><u>Worker's Compensation and Employer's Liability</u></b>  | <b><u>Statutory</u></b>               |  |
|            |   | \$ 100,000                            | Each Accident                                      |
|            |   | \$ 500,000                            | Disease - Policy Limit                             |
|            |   | \$ 100,000                            | Disease - Each employee                            |
| <u>X</u>   | <b><u>Professional Liability - Errors &amp; Omissions</u></b>   | (*To be completed by Proposer)        |  |
|            | * Deductible: \$ 200,000  | \$ 2,000,000                          | Aggregate  |
|            | * Claims Made (Y/N): <u>N</u>   | \$ 1,000,000                          | Each Claim   |
|            | * Occurrence (Y/N): <u>Y</u>  |                                       |  |
|            | * Defense included in Limits (Y/N): <u>Y</u>  |                                       |  |
| <u>N/A</u> | <b><u>Builder's Risk/Installation Floater</u></b>   | (* To be completed by Proposer)       |  |
|            | * Flood Included \$ _____ Limit   | \$ _____                              | 100% of Completed or Installed Value All-Risk Form |
|            | * Transportation Included \$ _____ Limit  |                                       |  |
|            | * Storage Included \$ _____ Limit   |                                       |  |
|            | <b>City Must Be A Named Insured. Copy of Policy Will Be Required.</b>   |                                       |  |
|            | <b><u>Other</u></b>   |                                       |  |
|            | _____   | \$ _____                              |  |
|            | _____   | \$ _____                              |  |
| <u>X</u>   | The Certificate of Insurance must show "The City of Largo, its elected officials and employees" as an additional insured. The Certificate shall bear the requisite endorsements providing that the City is an additional insured and providing for waiver of subrogation by the Proposer/Subcontractor when applicable.   |                                       |  |
| <u>X</u>   | Proposer/Subcontractor shall provide immediate notice of any Proposer/Subcontractor initiated cancellation, non-renewal or adverse change to the policies required to be obtained or maintained pursuant to this RFP. Proposer/Subcontractor shall immediately forward to the City any notice it receives of cancellation, non-renewal or adverse change to any policy that is initiated by a policy provider(s). |                                       |  |
| <u>X</u>   | Certificates must identify proposal number and proposal title.  |                                       |  |
| <u>X</u>   | Subcontractors must carry same Insurance limits.  |                                       |  |
| <u>X</u>   | Insurance Carrier should be A rated.  |                                       |  |
| <u>X</u>   | The City reserves the right to request any additional information it deems necessary, and at a frequency it deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of any contractual agreement entered into pursuant to this RFP and/or any Purchase Order issued in accordance with this RFP   |                                       |  |

Statement of Proposer: We understand the requirements requested and agree to comply fully.

Proposer - Authorized Signature 

A complete copy of this form with original signature must accompany RFP



## SECTION G. DEBARTMENT SUSPENSION FORM

## EXHIBIT D



## DEBARMENT SUSPENSION

## PROPOSER RESPONSIBILITY CERTIFICATION

The Proposer certifies that neither the Proposer nor any person associated with the Proposer in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of public funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from government transactions by any federal, state or local governmental entity;

(b) is presently on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel;

(c) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(d) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; or

(e) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor about which any of the foregoing paragraphs (a) through (e) are true.

NOVA ENGINEERING

Proposer Name

By: [Signature]

Signature

DANY ROMERS

Printed Name

As Its: REGIONAL MANAGER



## SECTION H. FLORIDA STATE CORPORATE FILING



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

## Detail by Entity Name

Foreign Limited Liability Company

NOVA ENGINEERING AND ENVIRONMENTAL, LLC

### Filing Information

**Document Number** M07000004372  
**FEI/EIN Number** 26-0347209  
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**State** DE  
**Status** ACTIVE  
**Last Event** LC STMNT OF RA/RO CHG  
**Event Date Filed** 09/11/2019  
**Event Effective Date** NONE

### Principal Address

1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Changed: 09/07/2022

### Mailing Address

1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Changed: 09/07/2022

### Registered Agent Name & Address

CT CORPORATION SYSTEM  
1200 S PINE ISLAND RD  
PLANTATION, FL 33324

Name Changed: 09/11/2019

Address Changed: 09/11/2019

### Authorized Person(s) Detail

#### **Name & Address**

Title MANAGER, CEO, DIRECTOR, CHAIRMAN

WAHLEN, ERIC S.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title MANAGER, CHIEF FINANCIAL OFFICER, DIRECTOR

MAGGARD, JOHN D.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title MANAGER, VICE PRESIDENT, DIRECTOR

HUGHES, ROBERT E.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title MANAGER, SECRETARY, TREASURER, DIRECTOR

HALL, TIMOTHY L.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

WILLENBORG, J. STEPHEN  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

BROWN-RALL, MICHELE D.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

JOHNSTON, MARC D.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

NIEHOFF, JAMES W.

1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

HOUSEMAN, KENNETH D.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

LAWRENCE, JR., WILLIAM L.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

HILL, JASON D.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

ROMERO, DANY  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Title DIRECTOR

BRYANT, STEPHEN R.  
1958 MONROE DR NE  
ATTN: JONATHAN S. JOST  
ATLANTA, GA 30324

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2021        | 02/08/2021 |
| 2022        | 03/14/2022 |
| 2022        | 09/07/2022 |

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| <a href="#">02/08/2021 – ANNUAL REPORT</a>         | <a href="#">View image in PDF format</a> |
| <a href="#">07/06/2020 – AMENDED ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |





**ADDENDUM #1  
TO  
RFP #23-P-771  
CONTRACTUAL BUILDING SERVICES**

**TO: Potential Proposers**

**FROM: Joan Wheaton, Procurement Analyst**

**DATE: November 1, 2022**

**PLEASE NOTE THE FOLLOWING INFORMATION REGARDING RFP #23-P-771**

**CLARIFICATION:**

Three references is not a minimum requirement, but is a scored criteria, and as such, listing only one reference will likely be reflected in the scores assigned by the City's evaluation committee for this RFP

~~~~~  
**Please return the signed original of this Addendum #1 with your RFP package.**

I have read and understand the Addendum to: RFP#23-P-771

Signature

Firm

Nova Engineering and Environmental

Typed Name and Title

Dany Romero - Regional Manager

**IT IS BIDDERS RESPONSIBILITY TO CHECK [www.demandstar.com](http://www.demandstar.com) for  
ADDENDUMS BEFORE SUBMITTAL**