RESOLUTION NO. 25-094

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, RATIFYING AND APPROVING THE EMERGENCY PROCUREMENT, PURSUANT TO SECTION 2-797(2) OF THE CODE OF ORDINANCES, OF AN AGREEMENT WITH ALL ASPECTS INSPECTION SERVICES, INC. FOR THE FLORIDA DBPR LICENSED PROFESSIONAL BUILDING INSPECTION, PLANS REVIEW, AND CHIEF BUILDING OFFICIAL SERVICES FOR AN INITIAL AMOUNT OF $50,000, NOT TO EXCEED $200,000; APPROVING NECESSARY BUDGET TRANSFERS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Pursuant to Florida Statute 468.604, a governmental jurisdiction is required to staff a building code administrator or building official to administrate, supervise, direct, enforce, or perform the permitting of construction, alteration, repair, remodeling, or demolition of structures within the boundaries of their governmental jurisdiction to endure compliance with the Florida Building Code; and

WHEREAS, to avoid any disruptions in the daily operations of the City of Key West Building Department the City requires Florida DBPR licensed professionals to provide temporary building inspection, plans review, and building official services; and

WHEREAS, All Aspects Inspection Services, Inc. employs Florida DBPR licensed building inspectors, plans examiners, and

building code administrators and offers these services on a contract basis; and

WHEREAS, the City Manager, pursuant to City Code of Ordinances Section 2-797(2), procured the necessary building inspection, plans review, and building official services in an initial amount of $50,000, not to exceed $200,000 from All Aspects Inspection Services, Inc.; and

WHEREAS, City staff recommends ratifying the emergency procurement of an Agreement for Building Inspection, Plans Review, and Chief Building Official services with All Aspects Inspection Services, Inc.

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

Section 1: Approving and Ratifying the Agreement with All Aspects Inspection Services, Inc. to provide the City of Key West with building inspection, plans review, and building official services.

Section 2: That any necessary budget transfers or amendments related to this Agreement are hereby authorized.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by

the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 6th day of May, 2025.

Authenticated by the Presiding Officer and Clerk of the Commission on 6th day of May, 2025.

Filed with the Clerk on May 6, 2025.

Mayor Danise Henriquez	Yes
Vice Mayor Lissette Carey	Yes
Commissioner Aaron Castillo	Yes
Commissioner Monica Haskell	Yes
Commissioner Mary Lou Hoover	Yes
Commissioner Sam Kaufman	Yes
Commissioner Donald "Donie" Lee	Yes

DANISE HENRIQUEZ, MAYOR

ATTEST:

KERI O'BRIEN, CITY CLERK

H 11 25-3739

MEMORANDUM

Date: May 6, 2025

To: Honorable Mayor and Commissioners

Via: Brian L. Barroso
City Manager

From: Christina Bervaldi
Director of Finance

Subject: **Ratification of the City Manager's Approval of Emergency Procurement for Building Inspection, Plans Review, and Chief Building Official Services Pursuant to Code of Ordinances 2-797(2) Emergency Procurement**

Introduction

Resolution to ratify the City Manager's emergency procurement of Building Inspection, Plans Review, and Chief Building Official Services from All Aspects Inspection Services. Inc., pursuant to Code of Ordinances Section 2-797(2) Emergency Procurement, in the absence of the City's Chief Building Official in an initial amount of $50,000, for a total amount not to exceed $200,000, authorizing any budget transfers.

Background

Pursuant to Florida Statute 468.604, a governmental jurisdiction is required to staff a building code administrator or building official to administrate, supervise, direct, enforce, or perform the permitting and inspection of construction, alteration, repair, remodeling, or demolition of structures and the installation of building systems within the boundaries of their governmental jurisdiction, when permitting is required, to ensure compliance with the Florida Building Code and any applicable local technical amendments to the Florida Building Code. Excluding the two exceptions stated in Section 14-37(a), the City of Key West requires a building permit to be procured from the Chief Building Official (CBO) before performance of any work or construction of any character, whether permanent or temporary.

To avoid any disruptions in the daily operation of the Building Department, the City of Key West must seek the temporary services of a licensed building code administrator to oversee all aspects of the building permit and inspection process, ensuring regulatory compliance and the safety of the built environment within the city.

City of Key West Code of Ordinances 2-797(2), Emergency Procurement, states the City Manager may make emergency procurement where the cost exceeds $50,000 when there is a clear and present threat to public health property, welfare, safety or other substantial loss to the City and shall be ratified by the City Commission at the next scheduled City Commission meeting.

Procurement

Building Permit fees collected are to be used to fund the enforcement of the Florida Building Code. Funds to cover this expenditure will need to be transferred from the Building Department Fee reserves, which are in account 001-1900-519-9803.

Recommendation

Resolution to ratify the City Manager's emergency procurement of Building Inspection, Plans Review, and Chief Building Official Services from All Aspects Inspection Services. Inc., pursuant to Code of Ordinances Section 2-797(2) Emergency Procurement, in the absence of the City's Chief Building Official in an initial amount of $50,000, for a total amount not to exceed $200,000, authorizing any budget transfers.

Exhibits:
Exhibit A – All Aspects Inspection Services LLC Agreement

AGREEMENT BETWEEN THE CITY OF KEY WEST AND ALL ASPECTS INSPECTION SERVICES, LLC

This Agreement ("Agreement") is entered into between the City of Key West, Florida ("City") and All Aspects Inspections Services, LLC ("Contractor"), collectively referred to as the "Parties."

RECITALS

WHEREAS, Contractor operates in accordance with the State of Florida's Alternative Plans Review and Inspection Program, as described in Florida Statutes Section 553.791, and has agreed to provide building permit plans review, inspection services and Chief Building Official (CBO) services for the City of Key West, Florida in accordance with Chapter 468.617; and

WHEREAS, the services provided by Contractor will serve as an extension of the City's Building Department staff, coordinated directly with the City Manager or designee, with All Aspects Inspections Services, LLC acting as the City's Authority Having Jurisdiction ("AHJ") as needed; and

NOW, THEREFORE, the Parties agree as follows:

1. Plans Review Services

1.1 Scope of Plans Review Services

Upon request by the City, Contractor will provide plans review services as required by the Florida Building Code ("FBC"), which would typically be performed by the City of Key West Building Department personnel. The review will cover the following disciplines:

- Architectural Plans Review / ADA
- Structural Plans Review
- Mechanical, Electrical, and Plumbing Plans Review

Each discipline will be reviewed by a plans examiner or engineer licensed by the State of Florida.

Contractor will review the project documents for compliance with the applicable Florida Building Codes. Comments, if any, will be communicated to the client via the City's eTrakit system. After approval, Contractor will provide signed and sealed Plan Compliance Affidavits for each discipline to the City, certifying that the documents meet the FBC standards.

1.2 Plans Review Procedures and Requirements

- Plan review will be expedited as agreed upon by the City and Contractor.
- Electronic signed and sealed plans, NOAs, and other supporting documents in PDF format must be submitted to Contractor to initiate the review process.
- Once all disciplines are approved, Contractor will provide signed and sealed Plan Compliance Affidavits for the reviewed disciplines.
- Fire plan reviews must be processed through the Fire Department.
- Plans reviews must be completed within the time frames set forth in Exhibit B, unless otherwise agreed upon.

2. Inspection Services

2.1 Scope of Inspection Services

Contractor will provide inspection services as required by the Florida Building Code. These inspections will generally be performed by State of Florida licensed inspectors or engineers. Inspections will be conducted on an "as requested" basis through the City's eTrakit system.

Inspections will be performed after the issuance of required permits by the City of Key West Building Department. Required revisions and shop drawings will be reviewed and approved by the City and available on the job site.

2.2 Proposed Inspection Services

- Building Inspections (drywall, insulation, framing, fire penetration, window, door buck, final)
- Roofing Inspections (insulation, in-progress, final for membrane, additional inspections may be required based on roof type)
- Mechanical Inspections (rough, final, ductwork if required)
- Electrical Inspections (rough, low voltage, underground, final)
- Plumbing Inspections (rough and final)

2.3 Inspection Procedures and Requirements

- The City and Contractor will mutually establish a time limitation for the day prior to inspection by which Contractor must receive inspection requests from the eTrakit system.
- Inspection results will be entered directly into the eTrakit system by Contractor staff.
- Threshold Inspections and reports by the Contractor are not included in the scope of this Agreement.
- Inspections will be completed and reported within the turnaround times described in Exhibit B, unless mutually agreed upon otherwise.

3. Building Official Services

3.1 Scope of Building Official Services

Contractor will provide Building Official services as required by the Florida Building Code by a State of Florida licensed Building Code Administrator.

- After approval of plans review, appropriate permits shall be issued by the City of Key West Building Department.
- After all final inspection approvals, Certificates of Completion or Certificates of Occupancy or Conditional 90 day Temporary Certificates of Occupancy shall be issued by the City of Key West Building Department subject to the Contractor Building Official's approval.

4. Terms and Conditions

4.1 Billing and Payments: Invoices will be submitted on the 1st of each month and must be paid within 30 days of receipt.

4.2 Contractor Responsibilities: The General Contractor of record is responsible for enforcing compliance with the latest edition of the Florida Building Code, and local regulations and ordinances as applicable.

4.3 Licenses and Insurance: All contractors, including subcontractors, must maintain and provide local and state licenses, as well as proof of insurance upon request.

4.4 Expired Licenses or Insurance: Inspections cannot be performed for any trade if the contractor's license or insurance has expired or been voided.

4.5 Additional Services: No additional services beyond those expressly stated in this Agreement shall be performed by Contractor without the prior written authorization of the City. Any additional services performed without such written approval shall be deemed unauthorized, and the City shall have no obligation to compensate Contractor for those services. Any authorized services performed outside the scope of this Agreement will be billed at the following rates:

Plan Reviewers: $125.00 per hour (one hour minimum)

Building Official: $225.00 per hour

Engineers: $250.00 per hour

4.6 e-Trakit Access: The City shall provide Contractor with remote access to the City's e-Trakit system or latest online permitting system for Contractor's Building Official, Inspectors, and Plan Reviewers.

5. Indemnification

Contractor agrees to indemnify and hold harmless the City of Key West, its officers, agents, and employees ("Indemnitees") from liabilities, damages, losses, and costs, including attorney's fees, resulting from the negligence, recklessness, or intentional wrongful misconduct of Contractor, its subcontractors, or employees.

6. Insurance Requirements

6.1 General Insurance Requirements

6.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.

6.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

6.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.

6.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.

6.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City.

6.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.

6.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.

6.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.

6.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.

6.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.

6.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.

6.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.

6.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.

6.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.

6.15 All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.

6.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.

6.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub- contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontractor or under such contractor's or sub-contractor's insurance coverages.

SPECIFIC INSURANCE COVERAGES AND LIMITS:

6.18 All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.

6.19 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	$1,000,000.00 Limit Each Accident
	$1,000,000.00 Limit Disease Aggregate
	$1,000,000.00 Limit Disease Each
Employee	

If the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by Florida Statutes, the Contractor will be required to issue a formal letter (on the Contractor's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by Florida Statutes. This exception does not apply to firms engaged in construction activities.

Commercial General Liability Insurance shall be maintained by the Contractor on a Full Occurrence Form.

Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury &	$1,000,000.00 Combined Single Limit each
Property Damage Liability	Occurrence and Aggregate

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	$1,000,000.00 Limit Each Accident
Property Damage Liability	$1,000,000.00 Limit Each Accident

or

Bodily Injury &	
Property Damage Liability	$1,000,000.00 Combined Single Limit Each Accident

If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Professional Liability Insurance shall be maintained by the Contractor which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of activities governed by this Agreement. The minimum acceptable limits of liability shall be $1,000,000 per Occurrence and $2,000,000 Annual Aggregate. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

7. FEMA

The terms and conditions contained in attached Exhibit "A", FEMA requirements, are incorporated herein for those inspections required for city projects generated by damages resulting from storms or other calamities resulting in a declaration of emergency by the governor of the State of Florida.

8. Rates and Fees

- **Plans Review**: Billed at an hourly rate based on the type of review and professional performing the service during regular business hours. Rates for services outside normal business hours or on weekends/holidays will be billed at 1.5 times the standard rate.
- **Inspections**: Billed at $95.00 per inspection as needed. (Per individual trades)
- **Additional Services**: Services such as attendance at meetings, consultations, and other non-inspection tasks will be billed at the following rates:

	Hourly Rates			
	Plans Examiner / Inspector	Building Official	Engineer	
Plan reviews for master building permit hourly rate.	$125.00/hr	$225.00/hr	$250.00/hr	
Shop Drawings (not included in the initial, second or third review for master permit)	$125.00/hr	$225.00/hr	$250.00/hr	
Review of revisions to the permitted drawings	$125.00/hr	$225.00/hr	$250.00/hr	
Meetings	$125.00/hr	$225.00/hr	$250.00/hr	
Plans Coordinator Services	$85.00 per hour			
Reimbursable Expense	Cost plus 15%			

9. Term and Renewal

This Agreement will remain in effect for an initial term of one (1) year. The Agreement is considered executed when signed by both parties.

10. Termination

This Agreement may be terminated by either party for cause, or the City for convenience, upon ten (10) days written notice by the City to Contractor in which event the Contractor shall be paid its compensation for services performed to termination date. In the event that the Contractor abandons this Agreement or causes it to be terminated, it shall indemnify the City against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Contractor shall become the property of City and shall be delivered by Contractor to the City.

11. Miscellaneous Provisions

- **11.1 Waiver of Breach and Materiality**: Failure by the City to enforce any provision shall not constitute a waiver or modification of the Agreement. All provisions are considered material.
- **11.2 Compliance with Laws**: Contractor must comply with all applicable laws, codes, ordinances, and regulations.
- **11.3 Severability:** If any provision is found invalid, the remainder of the Agreement will remain in full force.

- **11.4 Joint Preparation:** This Agreement has been jointly prepared, and no provision shall be construed more severely against one party than the other.
- **11.5 Priority of Provisions:** In case of conflict between any provisions of the Agreement and exhibits, the terms of the Agreement shall prevail.
- **11.6 Private Provider Services:** The Contractor will continue to perform its normal business operations for property owners and contractors.
- **11.6 Conflicts of Interest:** Contractor shall not market for services directly to any property owner within City limits while Contractor is conducting services on behalf of the City.

12. Applicable Law and Venue

This Agreement shall be governed by the laws of the State of Florida. Any disputes will be resolved in the courts located in Monroe County, Florida. Both parties waive trial by jury.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the respective dates indicated below:

CITY OF KEY WEST:

By: Brian L Barroso

Name: Brian L. Barroso

Title: City Manager

Date: 4/17/25

Reviewed for Legal Sufficiency:

ALL ASPECTS INSPECTIONS SERVICES, LLC:

By:

Name: Jim Reynolds

Title: Managing Partner

Date: 4/16/2025

Exhibit A

Federal Contract Clauses

(Applicable when Federal Funds are used for compensation)

Federal Contract Provisions for Non-Federal Entities:

a) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

b) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

c) **Equal Employment Opportunity**: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

d) **Davis-Bacon Act**: as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e) **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708): Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

f) **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

g) **Clean Air Act (**42 U.S.C. 7401-7671q.) and **the Federal Water Pollution Control Act (**33 U.S.C. 1251-1387**)**: as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h) **Debarment and Suspension:** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i) **Byrd Anti-Lobbying Amendment (**31 U.S.C. 1352**)**:—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

j) **Access to Records** - "The Contractor agrees to provide The City of Key west, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

k) **DHS SEAL, Logo, and Flags** - The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

l) **Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding** - This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

m) **No Obligation by Federal Government** - The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n) **Program Fraud and False or Fraudulent Statements or Related Acts** - The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

o) **Affirmative Socioeconomic Steps** - "If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

p) **Copyright and Data Rights** - The Contractor grants to the City of Key West, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Key West or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Key West data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Key West.

EXHIBIT B

1) PLAN REVIEW SERVICES
   a) General requirements
      i) All plan reviews that return a result other than "APPROVED" shall consist of a specific written description of deficiency(s) that reference Code section citations where applicable.
      ii) Disputes between the contract plans examiner and applicant shall be referred to the Building Official for examination upon the Contractor's request. Time to resolve disputes shall not be considered in the turn-around time of a plan review.
   b) Plan review maximum turn-around time as per the below table:

PLAN REVIEW SERVICES

MAXIMUM REVIEW TURN-AROUND TIMES

Review type	Working Days*
Residential plan review maximum turn-around time	
Simple trade** permits	2
Complex trade permits	5
Remodel/renovation	5
Addition	5
Demolition	2
New Const	8
Commercial Plan Review maximum turn-around time	
Simple trade permits	2
Complex trade permits	5
Remodel/renovation	10
Addition	10
Demolition	5
New Const ≤ 5,000 SF up to two stories	10
New Const > 5,000 SF or > two stories	15
Re-check plan after initial review	
Residential – 2 working days	2
Commercial – 5 working days	5

* Working days exclude weekends and holidays.

** *Trades* include: Mechanical, Electrical, Plumbing, Fuel Gas, Roofing, Pool, Fire Sprinklers or Suppression.

2) INSPECTION SERVICES
   a) General requirements
      i) Contractor shall not edit or alter any record other than to record the result of assigned inspections and to upload documentation and comments related to inspections assigned to the Contractor.
      ii) Contractor shall not create or add inspections to permit records.
      iii) Contractor shall not assign any inspections to staff or principals of the Contractor other than those already assigned by City staff to the Contractor.
      iv) Inspections with a result of CANCELLED shall not be invoiced. A reason for cancellation shall be recorded in the record.

v) Inspections with a result of NO ACCESS WP, shall include a photo of the property front with the street number visible if possible.

b) SCHEDULING of inspections
   i) CONTRACTOR shall retrieve inspection assignments for each scheduled workday no later than 7:00am. Any scheduling conflicts must be reported to the City as soon as possible and in no case, later than 8:30am on the scheduled day.
      (1) Note that next-day inspection requests are currently received and scheduled until 8:00 pm the day prior to the inspection. Any request received after 8:00pm will be scheduled for the second workday after the request is received. This may be subject to change by mutual agreement between the parties.
c) PERFORMANCE of inspections
   i) Results of inspections shall be posted to TRAKIT on the same day the inspection is performed.
   ii) The inspector will provide a written description of deficiencies for any inspection that is not approved. This description should be in the REMARKS or NOTES section of the inspection result in TRAKIT.

ALL ASPECTS
INSPECTION SERVICES

24478 Overseas Highway, Summerland Key, Florida 33042 * 305-745-1200

Duly Authorized Representatives of The Firm

Harry Kostic	BN4437	Standard Inspector-BLDG
	PX2326	Standard Plans Examiner -BLDG
Luigi Vaccaro	BN7700	Standard Inspector – 1 & 2, BLDG
	RPX370	Residential Plans Examiner
	PX4681	Standard Plans Examiner
	BU2239	Building Code Administrator
John Thompson	BN7438	Standard Inspector
	PX4108	Standard Plans Examiner
Bradley Albright	BN8612	Standard Inspector
	PX4860	Standard Plans Examiner
Corey Sellers	BN5206	Standard Inspector
	PX3013	Standard Plans Examiner
Ronald Wampler	BU1393	Building Code Administrator
	BN4618	Standard Inspector
	PX2276	Standard Plans Examiner
Steve Britske	BN6885	Standard Inspector
Richard J Milelli	PE58315	Professional Engineer
James C Reynolds	PE46685	Professional Engineer