

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COLLEGE OF THE FLORIDA KEYS
AND M.T. CAUSLEY, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between The College of the Florida Keys, (“College”) and M.T. Causley, LLC, a Florida limited liability company, and a wholly owned subsidiary of SAFEbuilt Florida, LLC, a Florida limited liability company (“Consultant”). College and Consultant shall be jointly referred to as “Parties” and individually each a “Party”.

RECITALS

WHEREAS, College is seeking a consultant to perform the services listed in the attached and incorporated Exhibit A – List of Services, (“Services”); and

WHEREAS, the Services to be performed by the Consultant are for the duration of this Agreement as needed and for the charter school bearing the name College of the Florida Academy, as it may be amended or revised, located at 5901 College Road, Key West, FL ; and

WHEREAS, Consultant is ready, willing, and able to perform Services.

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

1. **INCORPORATION OF RECITALS**

The above recitals are hereby incorporated into this Agreement as if fully set forth herein.

2. **SCOPE OF SERVICES**

Consultant will perform Services in accordance with codes, amendments, policies, procedures and ordinances adopted by the elected body of College. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to College in accordance with State of Florida, Chapter 468, Florida Statutes. Consultant is not obligated to perform services beyond what is contemplated by this Agreement. Consultant shall meet with representatives of College, as reasonable requested, and provide updates on the status of the project as requested by College.

3. **CHANGES TO SCOPE OF SERVICES**

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

4. **FEE STRUCTURE**

In consideration of Consultant providing Services, College shall pay Consultant for Services performed in accordance with the attached and incorporated Exhibit B – Fee Schedule for Services.

5. **INVOICE & PAYMENT STRUCTURE**

Consultant will invoice College on a monthly basis and provide all necessary and requested supporting documentation. The invoices shall identify the nature of the work performed and the phase of work. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. College may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested College will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice

shall be due within thirty (30) days of Consultants invoice date, if additional information is requested, College will submit payment within thirty (30) days of resolution of the dispute.

In the event that all or a portion of an invoice submitted to College for payment to the Consultant is disputed, or additional backup documentation is required, College shall notify the Consultant within seven (7) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide College with additional backup documentation within five (5) working days of the date of College's notice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion with reasonable promptness.

In the event that College becomes credibly informed that any representations of the Consultant is not in compliance with any term or condition of this Agreement, College may withhold payment of sums then or in the future otherwise due to the Consultant hereunder until the inaccuracy, or other breach of Agreement, and the cause thereof, is corrected to College's reasonable satisfaction.

6. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement. Upon the commencement of the term of this Agreement, the Consultant shall commence Services to the College, and shall continuously and diligently perform Services for the College, without interruption.

7. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

Upon termination of this Agreement, a copy of all of the Consultant's work product shall become the property of College and the Consultant shall, within ten (10) working days of receipt of written direction from College, transfer to College a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement.

8. FISCAL NON-APPROPRIATION CLAUSE

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

9. COLLEGE OBLIGATIONS

College shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services ("Materials"). College has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

10. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, diligence, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to College that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in

accordance with this Agreement. Consultant is hereby given notice that College will be relying on the accuracy, competence, and completeness of Consultant's Services hereunder to enable College of the Florida Keys to fulfill the proper, efficient and compliant construction of the project. Consultant understands and acknowledges time is of the essence under this Agreement.

11. INDEPENDENT CONTRACTOR

In the performance of the Services hereunder, Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of College. Consultant is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of College unless expressly authorized in writing by College. College shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing Services for College under this Agreement. Consultant is not eligible for, not entitled to, and shall not participate in any of College's employee, health, or other benefit plans. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant. Further, Consultant is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law. Consultant indemnifies College and holds it harmless against any fines, damages, assessments, or attorney fees in the event a court or administrative agency shall find that Consultant or anyone engaged through Consultant is an employee of College.

Consultant's employees, if any, who perform services for College under this Agreement shall also be bound by the provisions of this Agreement.

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

It is the intention of the Parties that Consultant shall be deemed to be an agent of the College for purposes of Section 768.28 Florida Statute.

12. ASSIGNMENT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to College, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) with notice to College. Consultant may subcontract any or all of the Services to its Affiliates without notice to College. Consultant may subcontract any or all of the Services to other third parties provided that Consultant gives College prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

13. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless College, its elected and appointed officials, employees and volunteers and others working on behalf of College, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of the College's negligence, Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from College. This provision shall survive the expiration or earlier termination of this Agreement.

To the fullest extent permitted by law and without waiver of governmental immunity, College shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence and willful misconduct of any obligation under this Agreement by, College or any officer, employee, representative, or agent of College or (b) Consultant's compliance with Florida law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from College. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

14. LIMITS OF LIABILITY

EXCEPT TO THE EXTENT ARISING FROM COLLEGE'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR COLLEGE BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES.

15. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to College. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage

limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.

- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include College and College's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. College shall be named as an additional insured on Consultant's insurance coverage.
- G. With the exception of worker's compensation and professional liability, all of Consultant's insurance policies required above shall be primary and non-contributory.
- H. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to College.

16. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

17. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, College shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of College. As between College and Consultant, all work product and deliverables shall become the exclusive property of College when Consultant has been compensated for the same as set forth herein, and College shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to College will be exported into a CSV file and become property of College. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

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

18. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to records related to the project, such as original drawings and/or plans when the building was originally built ("Records") in order for Consultant to perform its obligations under this Agreement. Accordingly, College will either provide to Consultant as requested such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

19. CONFIDENTIALITY

Consultant, and its employees, agents, or representatives shall not at any time or in any manner, either

directly or indirectly, use or disclose any confidential information for Consultant's own benefit, or divulge, disclose, or communicate in any manner any information in any format that is proprietary to College or learned by way of this Agreement unless College provides prior written consent or is pursuant to a lawful court order directing such disclosure.. Consultant and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision shall survive an expiration or earlier termination.

20. CONSULTANT PERSONNEL

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

21. DISCRIMINATION & ADA COMPLIANCE

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

22. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide Services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

23. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

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

placement fee equal to 25% of the employee's annual salary including bonus.

24. NOTICES

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

If to College:	If to Consultant:
Dr. Brittany P. Snyder, Vice President The College of the Florida Keys 5901 College Road Key West, FL 33040 Email: Brittany.snyder@cfk.edu	Michael T. Causley, President M.T. Causley, LLC 866 Ponce de Leon Blvd, 2nd Floor Coral Gables, FL 33134 Email: mtc@mtcinspectors.com

25. FORCE MAJEURE

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

26. DISPUTE RESOLUTION

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

27. WAIVER OF JURY TRIAL

WAIVER OF JURY TRIAL. CONSULTANT AND COLLEGE MUTUALLY AGREE THAT THEY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN THE EVENT OF ANY DISPUTE OR COURT ACTION ARISING FROM, GROWING OUT OF, OR RELATED TO, THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER IS A SIGNIFICANT CONSIDERATION TO COLLEGE TO ENTER INTO THIS AGREEMENT.

28. ATTORNEY'S FEES

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

29. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder and each Party has participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against either Party.

30. CONFLICT OF INTEREST

Consultant shall refrain from providing Services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any College official or employee that would place the official or employee in a position of violating the public trust as provided under College's charter and code of ordinances, state or federal statute, case law or ethical principles.

31. SCRUTINIZED COMPANIES

Consultant verifies that it and any of its affiliates are not scrutinized companies as identified in Section

287.135, F.S. In addition, Consultant agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the College may immediately terminate this Agreement if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(3), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

32. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS

This Agreement is subject to State of Florida Code of Ethics. Accordingly, there are prohibitions and limitation on the employment of Municipal officials and employees and contractual relationships providing a benefit to the same.

33. PUBLIC RECORDS

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

- A. Keep and maintain all public records that ordinarily and necessarily would be required by College to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from College’s custodian of public records, provide copies to College within a reasonable time and public access to said public records on the same terms and conditions that College would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to College all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to College in a format that is compatible with the information technology systems of College.

E. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Clerk Office: Brittany P. Snyder Address: 5901 College Road Key West, Florida 33040	Phone: 305 809-3233 Email: Brittany.snyder@cfk.edu
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34. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Florida, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving College and each party waives any and all jurisdictional and other objections to such exclusive venue.

35. COUNTERPARTS

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

36. ELECTRONIC REPRESENTATIONS AND RECORDS

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

37. WAIVER

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

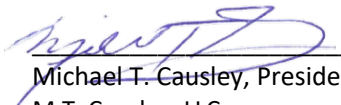
38. SEVERABILITY

In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement.

39. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

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



Michael T. Causley, President
M.T. Causley, LLC

November 15, 2021

Date

Jonathan Gueverra, President/CEO
The College of the Florida Keys

Date

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- ✓ Be a resource for Consultant team members and College staff
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Assist College staff in revising and updating municipal code to comply with adopted requirements
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on College adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend school board meetings as mutually agreed upon
- ✓ Responsible for monthly reporting for College
- ✓ Work with College staff to establish and/or refine building department processes
- ✓ Facilitate the permitting process from initial permit intake and writing the permits to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Answer questions concerning the building process over the phone
- ✓ Work with College Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Provide input, tracking and reporting to help increase efficiencies

Inspection Services

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

Remote Plan Review Services

- ✓ Plan Review provided for the following disciplines: Building, Electrical, Plumbing, Mechanical, and Fire
- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be a resource to College on submittal requirements and be available throughout the process
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to design professionals after the review is complete

2. COLLEGE OBLIGATIONS

- ✓ College will intake plans and related documents for pick up by Consultant or submit electronically
- ✓ College will provide a workspace for the Building Official when on site to perform the Services.

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis

- ✓ Consultant representative(s) will be on-site weekly based on activity levels
- ✓ Consultant representative(s) will be available by cell phone and email
- ✓ Consultant representative(s) will meet with the public by appointment

Deliverables	
INSPECTION SERVICES	<p>Inspections must be requested prior to 3pm.</p> <p>Perform inspections within twenty-four (24) hours of receiving inspection request(s) for Middle and Upper Keys Center's and within forty-eight (48) hours for Key West Campus.</p>
TWO HOUR INSPECTION WINDOW	Permit holder may request a phone call the morning of the inspection with a two (2) hour ETA inspection time
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to College by appointment
REMOTE PLAN REVIEW TURNAROUND TIMES	All reviews will be performed remotely through a customized portal: Gov-Easy and be completed within the College's timeframe.

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EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

The fees for Services provided pursuant to this Agreement shall be determined by one of the following methods or a combination of methods, as mutually agreed upon by the College and Consultant.

1. A Lump Sum. The fee for a task or Project may, at the option of the College, be a Fixed Sum as mutually agreed upon in writing by the College and Consultant.
2. Hourly Rate, as defined and at rates set forth below

SERVICE	STANDARD HOURLY RATE*	HOURLY MINIMUM
Building Official	\$130.00	<ul style="list-style-type: none"> – Four (4) hour minimum for Upper and Middle Keys – Eight (8) hour minimum for Key West – *Building Official shall only be paid up to for forty (40) hours per week for Services completed unless additional hours have been approved in writing by College
Remote Plan Review		
– Building (including Life Safety), Roofing, Mechanical, Electrical & Plumbing trades	\$120.00	– One (1) hour minimum
– Engineer	\$170.00	– One (1) hour minimum
– Fire	\$120.00	– One (1) hour minimum
Inspections		
– Building, Roofing, Mechanical, Electrical & Plumbing	\$110.00	– Four (4) hour minimum for Upper and Middle Keys
– Engineer	\$170.00	– Eight (8) hour minimum for Key West
– Fire	\$110.00	
Special/Threshold Inspections		
– Standard Inspector	\$120.00	– Four (4) hour minimum for Upper and Middle Keys
– Engineer	\$170.00	– Eight (8) hour minimum for Key West
Warranty Inspections	\$100.00	<ul style="list-style-type: none"> – Four (4) hour minimum for Upper and Middle Keys – Eight (8) hour minimum for Key West
Remote Permit Processor	\$45.00	One (1) hour minimum

Meetings (Includes Design Participation)		
– Inspector	\$110.00	– Four (4) hour minimum for Upper and Middle Keys
– Plan Examiner	\$120.00	
– Engineer	\$170.00	– Eight (8) hour minimum for Key West
– Building Official	\$130.00	

*Services requested for Saturdays and beyond business hours, Monday through Friday will be invoiced at one and half (1.5) times the standard hourly rate, with a four (4) hour minimum for Upper and Middle Keys and eight (8) hour minimum for Key West.

Services requested for US Federal Recognized Holidays and Sundays will be invoiced at two (2) times the standard hourly rate, with a four (4) hour minimum for Upper and Middle Keys and eight (8) hour minimum for Key West.

Hourly rates shall remain the same during the duration of this Agreement. However, should the Term be extended past the first initial year, the Parties shall agree to fee amounts for the extension term.

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