

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
RFP 25-072 PLAN REVIEW AND INSPECTION SERVICES**

This PROFESSIONAL SERVICES AGREEMENT FOR RFP 25-072 PLAN REVIEW AND INSPECTION SERVICES (hereinafter "Agreement") is entered into by and between the **Town of Longboat Key**, 501 Bay Isles Road, Longboat Key, FL 34228, a political subdivision of the State of Florida (hereinafter "Town") and **SAFEbuilt, LLC**, a Colorado Corporation, whose address is 17425 Gulf Blvd., Redington Shores, Florida 33708 and whose Federal Employer Identification Number is 80-0154691 (hereinafter "Consultant"), as of the date last written on the signature lines below.

**WHEREAS**, the Town desires to retain the services of a competent and qualified consultant to provide professional services to include, but not be limited to, providing building plan review and inspection services for both residential and commercial projects and permits on an as-needed basis.

**WHEREAS**, the Town has solicited for these professional services via RFP 25-072 Plan Review and Inspection Services, an advertised request for proposals; and,

**WHEREAS**, after review and consideration of all responsive proposals to RFP 25-072, the Town intends to engage the Consultant to provide professional services on an as-needed basis; and

**WHEREAS**, the Consultant is agreeable to providing the Town the professional services and represents that it is capable and prepared to do so;

**NOW, THEREFORE**, in consideration of the promises contained herein, the parties hereby agree, as follows:

**SECTION 1.0 –SERVICES TO BE PERFORMED BY THE CONSULTANT**

1.1 The Town does hereby retain the Consultant to furnish, provide and perform the professional services described in the Town's Request for Proposals RFP 25-072, to include all attachments and addenda, and in the Consultant's response thereto (collectively, "RFP 25-072," which is attached hereto as composite "Exhibit A" and made a part of this Agreement), hereinafter referred to as the "Services," as those Services may be further specifically described and authorized by the Town when Services are requested by the Town on an as-needed basis.

1.2 The Consultant recognizes and acknowledges that the Town may employ several different consultants to perform the same or similar services for the Town and that the Consultant has not been employed as the exclusive agent to perform the Services.

**SECTION 2.0 –COMPENSATION**

**2.1 General**

2.1.1 The Town shall pay the Consultant in accordance with "Exhibit B, Fee Schedule", which is attached hereto and made a part of this Agreement. The Fee Schedule identifies all job classifications that will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of Services by personnel in job classifications not listed on the Fee Schedule may result in non-payment for such services.

2.1.2 The Fee Schedule, as set out in Exhibit B, may be adjusted annually by an amendment to this Agreement, after mutual written agreement of the parties, beginning two (2) years from the effective date of this Agreement. Such amendment shall operate prospectively only and shall not alter fee schedules in effect at the time of the amendment.

2.1.3 All of the Consultant's invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by the Town and, if so requested, shall be furnished by the Consultant to the Town's Finance Director satisfaction. These include, but are not limited to, reimbursable expenses as outlined in Section 2.2 of this Agreement.

2.1.4 The Consultant's Inspector or Reviewer or any authorized officer shall attest to the correctness and accuracy of all charges and requested reimbursements.

2.1.5 Each individual invoice shall be due and payable in accordance with the State of Florida Prompt Payment Act, Chapter 218, Florida Statutes. All invoices shall be delivered to:

Town of Longboat Key  
Finance Department  
501 Bay Isles Road  
Longboat Key, FL. 34228

2.1.6 Intentional misrepresentations of billable hours and reimbursable expenses will be pursued to the fullest extent of the law.

## 2.2 Reimbursable Expenses

2.2.1 All of the Consultant's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the Town's Reimbursable Fee Schedule that is attached hereto as "Exhibit C" and made a part of this Agreement. "Reimbursable Expenses" are the actual, pre-approved expenses incurred directly in connection with performance of the Services requested by the Town. Reimbursable Expenses will be reimbursed by the Town at cost, but not to exceed the amounts listed, as applicable, on Exhibit C. The Consultant's request for payment shall include copies of paid receipts, invoices or other documentation that sufficiently establishes that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

2.2.2 All assets (durable goods) purchased as Reimbursable Expenses become the property of the Town upon completion of the Services for which the asset was utilized. All such assets must be surrendered by delivery to the Town of Longboat Key Planning, Zoning & Building Department immediately upon (i) demand (ii) termination of this Agreement, or (iii) the conclusion of the performance of the requested Services, whichever event occurs first.

2.2.3 It is the responsibility of the Consultant to maintain a current inventory of all such assets.

## SECTION 3.0 – CONSULTANT'S REPRESENTATIONS

In order to induce the Town to enter into this Agreement, Consultant makes the following representations, upon which the Town has actually and justifiably relied:

3.1 That Consultant has examined and carefully studied all applicable documents, and that Consultant has the experience, expertise, and resources to perform all required Services.

3.2 That Consultant has at least a fair representative sample of the Services and is satisfied as to the general and common conditions that may affect cost, progress, performance or furnishing of the Services that may be performed pursuant to this Agreement.

3.3 That Consultant is familiar with and can and shall comply with all federal, state, and local laws and regulations, if any, that may affect cost, progress, performance, and furnishing of the Services to be performed pursuant to this Agreement.

3.4 The Consultant is an entity duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

3.5 The Consultant has the full right and authority to enter into this Agreement and perform its obligations in accordance with its term.

3.6 The Consultant now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

3.7 The Consultant shall, at no additional cost to the Town, re-perform those Services which fail to satisfy the foregoing standard of care, the requirements and standards of this Agreement or which otherwise fail to meet the requirements of this Agreement.

**SECTION 4.0 - ENTIRETY OF AGREEMENT**

4.1 The Town and the Consultant agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated hererin.

4.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Town and the Consultant pertaining to the Services, whether written or oral.

**SECTION 5.0 – INSURANCE**

5.1 The Consultant shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance coverage in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the Town as a named, additional insured, as well as furnishing the Town with a certified copy, or copies, of said insurance policies.

Certificates of insurance and certified copies of these insurance policies must accompany this signed Agreement. Said insurance coverages procured by the Consultant as required herein shall be considered, and proposer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the Town, and that any other insurance, or self-insurance available to the Town shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Consultant as required herein.

Nothing herein shall be construed to extend the Town’s liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

5.2 The Consultant is to secure, pay for, and file with the Town, prior to commencing any Services under this Agreement, all certificates for workers’ compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Agreement, the Consultant shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
Additional Umbrella Liability	\$1,000,000	Occurrence / Aggregate
Professional Liability	\$1,000,000	Per Claim / Aggregate

The Consultant shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, the Town of Longboat Key named as an additional insured on its General Liability and Automobile Liability policies on a PRIMARY and NON- CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of the Town on all policies. The Consultant will maintain the General Liability and Professional Liability insurance coverages summarized above with coverage continuing in full force, including the additional insured endorsement on the General Liability policy until at least three (3) years beyond completion and delivery of the Services agreed upon herein.

5.3 Notwithstanding any other provision of the Agreement, the Consultant shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the Consultant who is performing any labor, services, or material under the Agreement. Further, with respect to Employers' Liability, the Consultant shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

5.4 The Consultant's insurance policies shall be endorsed to give thirty (30) days written notice to the Town in the event of cancellation or material change.

5.5 The Consultant will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. The Consultant will notify the Town immediately by telephone at (941) 316-1999 of any accident or injury to anyone that occurs on the Services site and is related to any of the Services being performed by the Consultant.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, F.S.

## **SECTION 6.0 – TERM OF AGREEMENT**

6.1 The term of this Agreement shall be for five (5)-years, commencing upon the effective date and remaining in force and effect unless sooner otherwise terminated herein.

## **SECTION 7.0 – TERMINATION OF AGREEMENT**

7.1 Termination for Cause: In the event the Consultant shall default or otherwise violate any of the terms, obligations, restrictions or conditions of this Agreement, the Town shall give the Consultant written notice of the default and that such default shall be corrected within five (5) business days of the date of the written notice. In the event the Consultant fails to correct the condition(s) of the default within the aforementioned timeframe, the Town shall have all legal remedies available to it, including but not limited to, termination of this Agreement for cause. Unless the default is corrected within five (5) business days, or within a timeframe agreed to by the Town, in such instance, the Town may terminate the Agreement for cause by giving notice of termination to the Consultant, and the Consultant shall immediately cease working for the Town and only be paid for all Services properly performed to the date of termination.

7.2 Termination for Convenience of Town: The Town for any reason may terminate this Agreement at any time by giving at least thirty (30) days written notice to the Consultant. Notwithstanding, the Town may terminate this Agreement immediately upon any lapse in the insurance coverage to be retained by the Consultant, or failure to fulfill any of the insurance requirements as provided herein. In this event, Consultant shall be entitled to compensation for any satisfactory Services completed prior to termination in accordance with this Agreement.

7.3 Termination for Convenience of Consultant: This Agreement may be terminated by the Consultant by either: (a) mutual consent of both parties; or (b) upon ninety (90) days written notice delivered by certified mail, return receipt requested to the Town.

7.4 Effect of Termination: In the event this Agreement is terminated for any reason, finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Consultant under this Agreement shall be made available to and for the exclusive use of the Town at no additional cost to the Town. The Consultant shall immediately discontinue all affected Services unless a notice directs otherwise. Unless in dispute or subject to the Town's remedy, the Consultant shall be paid for Services actually rendered through the date of termination.

7.5 In the event this Agreement is terminated, finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Consultant under this Agreement shall be made available to and for the exclusive use of the Town at no additional cost to the Town.

## **SECTION 8.0 – INDEMNIFICATION AND LIABILITY**

8.1 To the fullest extent permitted by law, the Consultant expressly agrees to indemnify, defend, and hold harmless the Town, its officers, directors, agents, and employees (herein called the “indemnitees”) from any third-party claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant, its sub consultants or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of Consultant’s insurance or one million dollars (\$1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any.

8.1.1 The Town’s review, comment and observation of the Consultant’s service and performance of the Services under this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

8.2 The indemnification obligations under the Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workers’ compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Consultant or of any third party to whom Consultant may subcontract a part or all of the Services. This indemnification shall continue beyond the date of completion of the Services.

8.3 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of the termination of this Agreement for any reason, the terms and conditions of this Agreement will survive as if this Agreement were in full force effect.

8.4 Consultant’s obligations under this Section 8 are contingent upon timely notice of any claims, such that defense of the claim is not compromised, and the Indemnitees cooperation in defending the claim.

## **SECTION 9.0 – NOTICE**

9.1 All notices required under this Agreement shall be sent by email or certified mail, return receipt requested, and if sent to the Town, shall be mailed to:

Allen Parsons, Planning, Zoning and Building Department Director  
501 Bay Isles Road  
Longboat Key, Florida 34228  
E-mail: [aparsons@longboatkey.org](mailto:aparsons@longboatkey.org)

Patti Fige, Building Official  
501 Bay Isles Road  
Longboat Key, Florida 34228  
E-mail: [Pfige@longboatkey.org](mailto:Pfige@longboatkey.org)

With a copy to:

Howard Tipton, Town Manager  
501 Bay Isles Road  
Longboat Key, FL 34228-3196  
E-mail: [Htipton@longboatkey.org](mailto:Htipton@longboatkey.org)

and

Maggie D. Mooney, Esq., Town Attorney  
6853 Energy Court  
Lakewood Ranch, Florida 34240  
E-mail: [mmooney@flgovlaw.com](mailto:mmooney@flgovlaw.com)

and

The Town's Procurement Manager via e-mail at [Purchasing@longboatkey.org](mailto:Purchasing@longboatkey.org)

As to the Consultant:

Joe De Rosa  
444 N. Cleveland, Suite 444  
Loveland, CO 80537  
Email: [jderosa@safebuilt.com](mailto:jderosa@safebuilt.com)

## **SECTION 10.0 – MISCELLANEOUS**

10.1 No assignment by either party to this Agreement of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Written consent shall not be unreasonably withheld or delayed.

10.2 Consultant binds itself, its partners, successors, assigns, and legal representatives to the Town in respect of all covenants, contracts, and obligations contained in this Agreement No employees, agents, or representatives of the Town are personally or individually bound by this Agreement.

10.3 The laws of the State of Florida shall govern all provisions of this Agreement. In the event the parties to this Agreement cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, F.S. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. The sole and exclusive forum, venue, and jurisdiction for any action arising from the Agreement shall be in the 12th Judicial Circuit in and for Sarasota County, Florida.

10.4 If any civil action or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court costs (including without limitation, all such fees, costs and expenses incident to mediation, arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

10.5 This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.

10.6 A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

10.7 Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## **SECTION 11.0 – PUBLIC RECORDS**

11.1 Pursuant to applicable Florida law, the Consultant's records associated with the Agreement or any Work Assignment hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et

seq, as amended from time to time. The Consultant agrees to comply with Florida's public records law by keeping and maintaining public records required by the Town in order to perform the Services. Upon request from the Town's Custodian of Public Records, the Consultant shall provide the Town with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Consultant does not transfer the records to the Town. Upon completion of the Agreement the Consultant shall transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain all public records required by the Town to perform the Services. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

**IF THE 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 TOWN'S CUSTODIAN OF PUBLIC RECORDS TRISH GRANGER, TOWN CLERK, AT 501 BAY ISLES ROAD, LONGBOAT KEY, FLORIDA 34228, (941) 316-1999, TGRANGER@LONGBOATKEY.ORG.**

#### **SECTION 12.0 – PROHIBITION FOR CONTINGENT FEES**

12.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### **SECTION 13.0 – STANDARD OF CARE**

13.1 The Consultant represents to the Town that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

13.2 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

13.3 The Consultant shall, at no additional cost to the Town, re-perform all those Services which fails to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

13.4 The Consultant warrants that all Services shall be performed by skilled and competent personnel to the professional standards in the field.

#### **SECTION 14.0 - INDEPENDENT CONTRACTOR**

14.1 The Consultant undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods of performance.

14.2 The Consultant shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgement, lien or any form of indebtedness. The Consultant shall have no right to speak for or bind the Town in any manner.

#### **SECTION 15.0 - SUBCONSULTANTS**

15.1 The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultant.

15.2 If a subconsultant fails to perform or make progress in providing any of the Services, as required by this Agreement, and the Consultant determines it is necessary to replace the subconsultant to complete any services in a timely fashion, then the Consultant shall promptly do so, subject to the Town's right to approve the new subconsultant. The failure of a subconsultant to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the Town under this Agreement.

#### **SECTION 16.0 - FORCE MAJEURE**

16.1 The Consultant shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure": shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the Consultant shall deliver written notice to the Town describing the event in reasonably sufficient detail and how the event has precluded the Consultant from performing its obligations hereunder. The Consultant's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Consultant to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Consultant shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Consultant shall keep the Town duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

#### **SECTION 17.0 – FEDERAL AND STATE TAXES**

17.1 The Town is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the Town will provide an exemption certificate to the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the Town, nor shall the Consultant be authorized to use the Town's Tax Exemption Number in securing such materials.

#### **SECTION 18.0 – TOWN RESPONSIBILITIES**

18.1 The Town shall be responsible for providing access to all Town project sites, and providing information in the Town's possession that the Consultant may reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the Town.

#### **SECTION 19.0 - NON-DISCRIMINATION**

19.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

#### **SECTION 20.0 - ACCESS AND AUDITS**

20.1 The Consultant shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. The Town shall have access to all books, records, and documents that the Consultant must maintain in accordance with this

Section 20 for the purpose of inspection or audit during the Consultant’s normal business hours at its usual place of business.

20.2 If the Town determines that the Town has overpaid the Consultant because the Consultant has misrepresented its billable time or reimbursable expenses, the Consultant shall deliver the full amount of any overpayment to the Town. If the Town incurs any fees, costs or expenses to recover the overpayment amount including, but not limited to, administrative accounting and attorneys’ fees, costs and expenses, then the Consultant must pay the Town the full amount of the same as such fees, costs and expenses come due.

20.3 If the Town determines that the Consultant has under-billed the Town because the Consultant has miscalculated any reimbursable items or rates after submitting the invoice in accordance with Section 2 of this Agreement, then the Consultant waives any claim for additional payment for those services or reimbursable items.

20.4 All invoices submitted to the Town pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

**SECTION 21.0 – TRUTH-IN-NEGOTIATIONS CERTIFICATE**

21.1 The Consultant’s execution of this Agreement services as its execution of a Truth-In-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the effective date of this Agreement.

21.2 The Town shall adjust the Consultant’s wage rates and costs if the Town determines that the wage rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The Town shall exercise its rights under this Certificate within one (1) year following payment of any such wages or costs to the Consultant.

**SECTION 22.0 – OWNERSHIP OF DOCUMENTS**

22.1 The Consultant shall be required to cooperate with other Town consultants and shall timely provide those consultants any information requested in the specified format. Any and all documents, records, disks, original drawings, or other information (Deliverables) shall become property of the Town for its use and/or distribution as the Town may determine in its sole discretion. The Consultant is not liable for any damages, injury or costs associated with the Town’s use or distribution of these documents for purposes other than those originally intended by the Consultant. Notwithstanding any provision of this Agreement to the contrary, Consultant shall have no liability, with respect to (i) the use by the Town of unfinished or draft Deliverables or (ii) the use of Deliverables after a change in applicable codes or law.

**SECTION 23.0 - KEY PERSONNEL**

23.1 The Consultant shall notify the Town in the event of any key personnel changes, which may affect this Agreement. To the extent possible, notification shall be made at least ten (10) days prior to any proposed changes. The Consultant shall at the Town’s request, remove without consequence to the Town any subconsultant or employee of the Consultant and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services in accordance with this Agreement requirement. The Town has the right and discretion to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name: Paul Featherston 248.798.9186 pfeatherston@safebuilt.com

Name: Peter Perry 352.816.7216 pperry@safebuilt.com

Name: \_\_\_\_\_

Name: \_\_\_\_\_

## **SECTION 24.0 - ANNUAL APPROPRIATIONS**

24.1 The Consultant acknowledges that during any fiscal year the Town shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, the Town may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Town may enter into agreements whose duration exceeds one (1) year however, any such agreement shall be executory only for the value of the services to be rendered which the Town agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Town's performance and obligation to pay the Consultant under this Agreement is contingent upon an annual appropriation being made for that purpose.

## **SECTION 25.0 - LIMITATION OF LIABILITY**

25.1 EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT, SHALL THE TOWN OR CONSULTANT BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY EITHER PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

## **SECTION 26.0 - DEFAULT AND REMEDY**

26.1 If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Consultant receives written notice of the default from the Town, then the Town shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.

26.2 If the Town materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Town receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the Town. Upon any such termination, the Town shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

## **SECTION 27.0 - E-VERIFY**

27.1 The Consultant and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Consultant agrees and acknowledges that the Town is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the Town has a good faith belief that Consultant has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Town shall terminate the Agreement. If the Town has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Town shall promptly notify Consultant and order Consultant to immediately terminate the contract with the subcontractor. Consultant shall be liable for any additional costs incurred by the Town as a result of the termination of the Agreement based on Consultant's failure to comply with the E-Verify requirements referenced herein.

## **SECTION 28.0 – SURVIVAL**

28.1 Any provision of this Agreement providing for performance by either party after termination of this Agreement shall survive such termination and continue to be effective and enforceable.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last written below. The Town and the Consultant have signed this Agreement in two originals in counterpart. One counterpart each has been delivered to the Town's Procurement Manager and the Consultant. All portions of the Agreement have been signed, initialed or identified by the Town and the Consultant.

**ATTEST:**

As to SAFEbuilt, LLC.

DocuSigned by:  
By: Kari Kennedy  
(Signature)

Kari Kennedy  
(Print or Type Name)

Date: 6/24/2025

Seal:

**CONSULTANT**

SAFEbuilt, LLC.

By: Matthew K. Causley  
(Signature)  
Digitally signed by  
Matthew K. Causley  
Date: 2025.06.23  
10:13:31 -04'00'

Its Chief Operating Officer  
(Title of Authorized Representative)

Matthew K. Causley  
(Print or Type Name)


Date: June 23, 2025

**ATTEST:**

As to Town of Longboat Key, Florida

DocuSigned by:  
By: Trish Shinkle  
Trish Shinkle, Town Clerk

Date: 6/25/2025

Seal: DS  


**TOWN**

Town of Longboat Key, Florida

DocuSigned by:  
By: Howard Tipton  
Howard Tipton, Town Manager

Date: 6/25/2025

Review of Agreement as to Form

Signed by:  
By: R. David Jackson Jr. for  
Maggie D. Mooney, Esq., Town Attorney

**EXHIBIT A – ORIGINAL RFP AND CONSULTANTS RESPONSE PROPOSAL**

## EXHIBIT B FEE SCHEDULE

Proposers shall provide an inclusive hourly rate for all services.

Position	Hourly Rates		
	Standard	After 5:00 P.M. and Saturdays	Sundays and Town Holidays
Florida Licensed Residential Plan Reviewer	\$128.00	\$192.00	\$192.00
Florida Licensed Multi-Family and Commercial Plan Reviewer	\$128.00	\$192.00	\$192.00
Florida Licensed Residential Inspector	\$122.00	\$183.00	\$183.00
Florida Licensed Commercial Inspector	\$122.00	\$183.00	\$183.00
Florida Licensed Fire Prevention (Plans Examiner/Inspector)	\$130.00	\$195.00	\$195.00
Florida Licensed Plumbing Inspector	\$122.00	\$183.00	\$183.00
Florida Licensed Electrical Inspector	\$122.00	\$183.00	\$183.00
Permit Technician	\$93.00	\$139.5	\$139.5
Florida Licensed Residential Inspector	\$122.00	\$183.00	\$183.00
Florida Licensed Commercial Inspector	\$122.00	\$183.00	\$183.00
Florida Licensed Plumbing Inspector	\$122.00	\$183.00	\$183.00
Florida Licensed Electrical Inspector	\$122.00	\$183.00	\$183.00
Florida Licensed Mechanical Inspector	\$122.00	\$183.00	\$183.00
Florida Licensed Damage Assessment	\$100.00	\$183.00	\$183.00

The Town will compensate the Contractor(s) on an hourly fee basis, according to the rates listed on this Fee Schedule, for all work conducted by the Contractor(s) pertaining to this Project. These hourly fees must include all direct, indirect and overhead costs.

The Town will pay on a reimbursable basis for sub-contracted services. The Town will make payment for all services to the Contractor(s), who, in turn will be responsible for payments to their sub-contractors. The Town will pay all reimbursables in accordance with Exhibit C, Reimbursable Cost Schedule.

# Exhibit C

## TOWN OF LONGBOAT KEY, FLORIDA



### REIMBURSABLE COST SCHEDULE

	Single Side	Double Sided
1. Reproduction Cost		
A. Regular Copying	In accordance with Florida Statutes	
B. Blueprint Copy	In accordance with Florida Statutes	
2. Subconsultants' Services		Actual Costs
3. Special Consultants		Actual Costs
4. Telecommunications		
A. Local		Non-reimbursable
B. Non-Local		Actual Costs
5. Computer Services		Non-reimbursable
6. Travel Expenses		In accordance with Chapter 112.061 Florida Statutes
7. Postage, Fed Ex, UPS		Actual Costs
8. Pre-approved Equipment (Includes purchase and rental of equipment used in project)		Actual Costs

Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with services designated by the Town to the Consultant.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**Blanket Waiver**

<b>Person/Organization:</b>	Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
<b>Job Description</b>	<b>Waiver Premium</b>
All FL Operations	7,842.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 05/12/2025 Policy No.: SAWC666825 Endorsement No.:

Insured: Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

**WC 00 03 13**

Countersigned by \_\_\_\_\_

(Ed. 4-84)

POLICY NUMBER: CF3CA00337241

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b></p> <p><b>Endorsement Effective Date:</b></p>
--

### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b></p> <p>ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "ACCIDENT".</p>
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: CF3CA00337241

COMMERCIAL AUTO  
ECA 24 503 02 14

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

### **SCHEDULE**

**Name of Person or Organization:**

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "ACCIDENT".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for an "accident" or "loss", provided that you are required under a written agreement to waive your rights of recovery. The written agreement must be made prior to the date of the "accident" or "loss". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: CF3CA00337241

COMMERCIAL AUTO  
CA 04 22 11 20

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

<b>Named Insured:</b> SAFEBUILT, LLC
<b>Endorsement Effective Date:</b> 10/03/2024

**SCHEDULE**

<b>Number Of Days' Notice:</b> 30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph 2. of either the Cancellation Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

POLICY NUMBER: CF3CA00337241

COMMERCIAL AUTO  
ECA 24 509 04 14

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION – BLANKET**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART**

Paragraph **c.** of the **Other Insurance General Condition** is replaced by the following:

- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

Additionally, only the coverage and limit of insurance requirements of the "insured contract" shall apply, and in no event shall those requirements exceed the coverage and limits of insurance provided under this policy.

POLICY NUMBER: CF3GL00415241

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON(S) OR ORGANIZATION(S) TO BE NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO THE NAMED INSURED'S PERFORMANCE OF OPERATIONS AT ANY LOCATION ON BEHALF OF SUCH PERSON(S) OR ORGANIZATION(S).	ALL LOCATIONS

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: CF3GL00415241

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON(S) OR ORGANIZATION(S) TO BE INCLUDED AS AN ADDITIONAL INSURED WITH RESPECT TO THE NAMED INSURED'S PERFORMANCE OF OPERATIONS OR IN CONNECTION WITH ANY PREMISE OWNED OR RENTED BY THE NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: CF3GL00415241

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON(S) OR ORGANIZATION(S) TO BE INCLUDED AS AN ADDITIONAL INSURED.	ANY LOCATION FOR WHICH THE NAMED INSURED'S WORK WAS PERFORMED FOR SUCH PERSON(S) OR ORGANIZATION(S) FOR ANY COMPLETED OPERATIONS.
DR HORTON INC, ITS AFFILIATES AND SUBSIDIARIES C/O INSURANCE COMPLIANCE PO BOX 100085-DR DULUTH, GA 30096	ALL LOCATIONS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: CF3GL00415241

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: CF3GL00415241

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "BODILY INJURY", "PROPERTY DAMAGE", OR "PERSONAL AND ADVERTISING INJURY".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.