



Progressive Inspections, Inc.

10320 Von Frankenstein Ct. - Howey-in-the-Hills, FL 34737-4544

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CONTRACT FOR PROFESSIONAL BUILDING INSPECTION SERVICES

WHEREAS, the Town of Howey-in-the-Hills ("Municipality") requires a highly qualified professional building inspection service to perform building and inspection services, sensitive to community needs.

WHEREAS, Progressive Inspections, Inc., a corporation ("Agency") proposes to provide building and inspection services for the Municipality. Services will encompass all aspects of a full service Building Department for permitting and plan review through inspections of all the Municipality's construction needs.

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained in this agreement, the parties agree that:

1. The Building Department:

a. The Agency shall provide a Certified Building Official, Certified Building Inspectors, Certified Plumbing Inspectors, Certified Electrical Inspectors, Certified Mechanical Inspectors, Certified Plans Examiners for all trades to staff and provide Inspections and Administrative Service to the Town of Howey-in-the-Hills. The Agency will provide an employee who is hereby designated as the Building Official of the Municipality. The Building Official by virtue of his Building Code Administrators license is licensed to perform Inspections and Plan Review in all the above trades.

b. All Inspectors shall possess State of Florida Standard Certification in their respective disciplines. All Inspectors must have a minimum of five (5) years of experience in the construction industry, and the Building Official must have at least ten (10) years experience as per the Florida Building Code. The Building Official, Inspectors and Plans Examiners shall be certified through the Building Code Administrators and Inspectors Board (BCAIB) in Building Construction, Mechanical, Electrical and Plumbing as required by Section 468 of the Florida Statutes.

c. The Agency has the responsibility and duty to ensure that all inspection personnel's licenses are current and that the CEU's (Continuing Education Units) are up to date as per Florida Statutes.



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d. The Agency shall pay all necessary fees and charges to keep all required licenses and certifications in place for the term of this agreement.

2. The Service and Equipment Provided:

a. The Agency shall provide field communication equipment for its personnel with a minimum of a cellular phone per Inspector. The Municipality shall be provided with the phone and pager numbers of the employees and the employees must respond promptly to the Municipality's calls. The phone number must be in service during the terms of the agreement.

b. The Agency shall enforce all building, housing and associated Codes adopted by the Municipality, as well as applicable County, State and Federal regulations, codes, ordinances and statutes.

c. The Agency shall provide supplemental support and administrative coordination for inspections and plan review.

d. The Agency shall provide regular municipal office hours to ensure availability of Building Department staff for the public. The Agency shall be available from 8:30 a.m. to 5:00 p.m., Monday through Friday, or as deemed necessary by mutual agreement and/or intensity of building activity.

e. The Agency shall provide support and assistance to the Municipality's code enforcement officers for enforcing building activities in the building code and the Municipality's Code of Ordinances and Land Development Code.

g. The Agency shall work in conjunction with the Municipality's Fire Inspector and Fire Marshal and other applicable officials in ensuring all buildings meet the minimum Code requirements, plans review, inspections and the issuing of certificate of occupancies or certificate of uses.

h. The Agency shall provide all forms, permits and applications necessary to perform all the responsibilities required herein. In addition, the Agency shall provide all necessary Code books.

i. The Building Official shall attend Staff Meetings, Council Meetings, Code Enforcement Board Meetings and Planning and Zoning Meetings and other meetings when required by the Mayor or the Town Clerk.

j. The Municipality shall compensate the Agency for all work requested by the Municipality and which is performed by the Agency after normal business hours (8:30 a.m. to 5:00 p.m., Monday through Friday) at the rate of \$90.00 for each hour.



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k. The Agency shall provide inspections and services for which no permit fee is required. These services and inspections shall be at the direction of the Municipality and will be invoiced to the Municipality based on a set hourly fee of \$90.00.

l. The Agency shall provide inspections during inclement weather conditions, except during a natural disaster or other unsafe conditions when the Municipality has suspended such services. No contractual services can be suspended without the Municipality's permission.

m. The Agency shall maintain computer records of all building permit data generated as a result of the services provided. Such records are public records and the property of the Municipality.

3. Vehicles: The Agency shall provide vehicles in safe operating condition for its personnel.

4. Billing System:

a. All permit and fees for any services provided by the Agency for the Municipality shall be collected by the Municipality, who shall compensate the Agency at a rate of **one hundred percent (100%) of the fees collected for plan review, eighty percent (80%) of the fees collected for re-inspection, and seventy percent (70%) of the remaining fees collected per Attachment A.** Once total fees collected by the Municipality exceed \$250,000 dollars for the calendar year, the rate shall drop, and the Agency shall be compensated at a rate of **sixty percent (60%)** of the fees collected. Once the total fees collected by the Municipality exceed \$500,000 for the calendar year, the rate shall drop, and the Agency shall be compensate at a rate of **fifty percent (50%)** of the fees collected. The fees collected shall be based on the approved fee schedule, a copy of which is attached hereto as **Attachment A.**

b. The Agency shall provide to the Municipality, a statement for services rendered, and a recap of permits issued each monthly by the 5th day of the following month.

c. The Agency shall invoice the Municipality based on the approved fee schedule. The Agency shall provide the Municipality with an invoice no later than the 5th day of the month for services performed for the preceding month. All invoices submitted by the Agency and approved by the Municipality shall be paid by the Municipality on a net thirty-day schedule.

5. Indemnity: The Agency shall defend, indemnify and hold harmless the Municipality, its employees, officials, and agents from and against any and all claims, suits, demands or actions arising out of or resulting from the performance of services under this agreement by the Agency.

6. Insurance: The Agency agrees to, at all times, at its expense, carry the insurance listed below. A certificate of insurance indicating that such policies are in full force and effect will be supplied by the Agency to the Municipality before services commence under this agreement.



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a. All insurance shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the Municipality. The Agency shall provide Certificates of Insurance to the Municipality prior to the commencement of any work. The Certificate shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of insurance shall be without thirty (30) days prior written notice to the Municipality. Compliance with the foregoing requirements shall not relieve the Agency of his/her liability and obligations under this Contract.

b. ***Workers' Compensation:*** The Agency will provide Workers' Compensation for all of their employees. The limits will be statutory limits for Workers' Compensation and \$500,000 for Employer's Liability. The President of a Corporation may exempt himself from Workers' Compensation. Proof of legal exemption shall be furnished to the Municipality.

c. ***Comprehensive General Liability:*** The Agency will provide coverage for all operations including, but not limited to, Contractual, Products and Complete Operations, and Personal Injury. The limits will not be less than \$1,000,000 Combined Single Limit (CSL) or its equivalent.

d. ***Comprehensive Automobile Liability:*** The Agency will provide complete coverage for owned and non-owned vehicles for limits not less \$1,000,000 Combined Single Limit (CSL) or its equivalent.

e. The Agency shall carry professional liability as well as errors and omission insurance in a minimum amount of \$1,000,000 Combined Single Limit (CSL) or its equivalent.

f. All insurance other than Workers' Compensation to be maintained by the Agency shall specifically include the Municipality as an additional insured.

7. The Municipality Provides: Office space, desks, desk chairs, file cabinets, local phone service and use of a photocopier and fax machine for the Agency during the term of this agreement. The Agency shall pay the cost for its long distance phone charges other than those related to Municipal business, office supplies and office equipment necessary for the performance of its responsibilities. The location and size of the Agency's office area shall be determined as mutually agreeable with the Municipality.

8. Legal:

a. If any provision of this agreement is held to be invalid or unenforceable for any reason, this agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

b. The laws of the State of Florida with respect to interpretation and performance shall govern this agreement. Any suit brought in connection with this agreement will be brought and maintained in Lake County, Florida.



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c. Agency shall perform under this agreement as an independent contractor and nothing contained herein shall in any way be construed to render Agency (or any employees or agents of Agency) as representatives, agents, subagents, or employees of Municipality. Agency agrees and understands that Municipality is not required to and will not withhold any federal income tax, social security tax, or state and local tax nor will Municipality secure worker's compensation insurance or employee's liability insurance of any kind or to take any other action with respect to the insurance or taxes of Agency (or any employees or agents of Agency). In no event and under no circumstances shall any provision of this agreement make Municipality liable to any person or entity that contracts with or that provides goods or that provides goods or services to Agency in connection with the services Agency has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against Agency, and there is no contractual relationship, either express or implied, between Municipality and any person or entity supplying any work, labor, services, goods or materials to Agency as a result of the services provided by Agency hereunder or otherwise. Agency agrees to indemnify and hold Municipality harmless from and defend Municipality against any claims by Agency or any employees or agents of Agency arising from any tax, worker's compensation, or employment compensation laws or regulations.

d. This agreement shall not authorize the performance of any construction work within the Municipality by persons or organizations not duly licensed. The Municipality shall not issue a building permit to any contractor, subcontractor, or others for the performance of work in the Municipality who are not properly licensed and authorized to do such work. The Agency will not authorize or allow any development, which is in violation of any Municipal, State or Federal law.

e. The Agency shall complete all Building Inspections and issue a Certificate of Occupancy for all permits issued and for which payment was received, after contract termination.

9. Public Records.

a. To the extent the Agency is acting on behalf of the Municipality as provided under Subsection 119.011(2) of the Florida Statutes, the Agency shall:

- i. Keep and maintain public records required by the Municipality to perform the services under this Agreement.
- ii. Upon request from the Municipality's custodian of public records, provide the Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Agency does not transfer the records to the Municipality.



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- iv. Upon completion of the Agreement, transfer, at no cost to the Municipality, all public records in possession of Agency or keep and maintain public records required by the Municipality to perform the service. If the Agency transfers all public records to the Municipality upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Municipality, upon request from the Municipality's custodian of public records, in a format that is compatible with the information technology systems of the Municipality.
- b. If the Agency fails to provide the public records to the Municipality within a reasonable time the Agency may be subject to penalties under Section 119.10 of the Florida Statutes. Further, the Municipality may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- c. **IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE MUNICIPALITY'S CUSTODIAN OF PUBLIC RECORDS AT THE TOWN OF HOWEY-IN-THE-HILLS, 101 N. PALM AVE. HOWEY-IN-THE-HILLS, FLORIDA 34737, EMAIL: DBURKE@HOWEY.ORG; TELEPHONE: (352) 324-2290 .**

10. Termination: The Municipality and the Agency have the right to terminate this agreement, at any time, without cause. In the event of termination of this agreement by the Municipality, the Municipality shall be obligated to pay all approved invoices submitted by the Agency for work performed by the Agency and approved by the Municipality through the date of termination.

11. Initial Agreement Term:

- a. The initial term of the agreement shall be for a period of one (1) year beginning on the last signature date below, and shall be automatically renewed for a period of one (1) year unless canceled by either party with a sixty (60) day written notice. After the second one (1) year extension, the agreement shall automatically be renewed unless canceled by either party with a sixty (60) day written notice prior to the expiration date of the agreement.
- b. The Agency agrees to provide these services commencing the date of this document or as mutually agreeable.



Progressive Inspections, Inc.

Ronald E. Frank von Frankenstein, President
PROGRESSIVE INSPECTIONS, INC. (AGENCY)

DATE

THE TOWN OF HOWEY-IN-THE-HILLS (MUNCIPALITY)
Acknowledged and accepted

DATE

Attest:

Municipal Clerk

Approved as to form and legality:

Municipal Attorney



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ATTACHMENT A

Approved Fee Schedule

RESOLUTION 2019-003

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA; AMENDING THE TOWN OF HOWEY-IN-THE-HILLS' SCHEDULE OF FEES AND CHARGES TO ADOPT A REVISED BUILDING PERMIT FEES SCHEDULE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, CODIFICATION, RATIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to amend Chapter 30, Article II, Section 30-3 of the Code of Ordinances in order to adopt a revised building permit fee schedule.

WHEREAS, pursuant to Ordinance 93-101, the Town Council is authorized to amend the provisions of Section 30-3 of the Code of Ordinances by resolution.

WHEREAS, there have been numerous resolutions adopted by the Town Council over the years to amend the Schedule of Fees and Charges and it has become apparent that some of the revised fees and charges have not been codified, therefore the entire Section 30-3(B)(2) of Article II of Chapter 30 is being restated and amended as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA.

Section 1. Revisions to Chapter 30 of the Town's Code. The existing text of Section 30-3(B)(2) of Article II of Chapter 30, is hereby deleted in its entirety, and said Section 30-3(B)(2) of Article II of Chapter 30 shall hereinafter read as follows:

- (2) Chapter 61, Building Permit Fees shall be charged as set forth in the following table.

Building Permit Fees Schedule			
Administrative Fees			
	Double Permit Fee for all work that started prior to permit issuance	(per Florida Building Code)	
	Failure to call for an Inspection	\$40.00	
		\$50.00	
	Re-Inspection Fee	\$50.00	
	Zoning Fee	\$75.00	
Agricultural Buildings			
	New Structures	\$5.00	per thousand total valuation
		\$9.00	

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	Minimum Permit Fee	\$50.00	
		\$60.00	
	Additions & Remodel	\$6.50	per thousand total valuation
		\$9.00	
	Minimum Permit Fee	\$50.00	
		\$60.00	
	Plan Review	\$0.25	per thousand total valuation
	Minimum Permit Fee	\$50.00	
		\$60.00	
	Plan Revision Fee	\$50.00	*
		\$60.00	
Commercial Buildings			
	New Structures	\$6.75	per thousand total valuation
		\$9.00	
	Minimum Permit Fee	\$75.00	
	Additions	\$8.00	per thousand total valuation
		\$9.00	
	Minimum Permit Fee	\$75.00	
	Remodel	\$8.00	per thousand total valuation
		\$9.00	
	Minimum Permit Fee	\$75.00	
	Accessory Structure	\$8.00	per thousand total valuation
		\$9.00	
	Minimum Permit Fee	\$75.00	
	Roof / Reroof	\$7.00	per thousand total valuation
		\$9.00	
	Minimum Permit Fee	\$75.00	
	Plan Review	\$1.50	per thousand total valuation
		\$2.00	
	Minimum Fee	\$150.00	
		\$180.00	
	Plan Revision Fee	\$100.00	*
	Change in Occupancy or Use	\$75.00 \$75.00	per thousand total valuation
		\$150.00	
	Other	\$7.00	per thousand total valuation
	Minimum Permit Fee	\$75.00	
Electrical Permit			

	For New Structures, Additions & Alterations	\$0.80	per thousand total valuation PLUS min. fee
		\$0.90	
	Minimum Permit Fee	\$50.00	
		\$60.00	
Gas Permit			
	For New Structures, Additions & Alterations	\$0.80	per thousand total valuation PLUS min. fee
		\$0.90	
	Minimum Permit Fee	\$50.00	
		\$60.00	
HVAC Permit			
	For New Structures, Additions & Alterations	\$0.80	per thousand total valuation PLUS min. fee
		\$0.90	
	Minimum Permit Fee	\$50.00	
		\$60.00	
Plumbing Permit			
	For New Structures, Additions & Alterations	\$0.80	per thousand total valuation PLUS min. fee
		\$0.90	
	Minimum Permit Fee	\$50.00	
		\$60.00	
Irrigation Permit			
	<u>For New Structures, Additions & Alterations</u>	<u>\$0.90</u>	<u>Per thousand total valuation Plus min. fee</u>
	<u>Minimum Permit Fee</u>	<u>\$60.00</u>	
	<u>Minimum Permit Fee Commercial</u>	<u>\$150.00</u>	<u>For first acre plus \$5.00 p/acre thereafter</u>
Mobile Home Permit			
	Minimum For building Only	\$50.00	Does not include accessory Structures
	<u>Includes</u> Elec., Mech. & Plumb. Permits <u>&are extra</u>		
	<u>\$270.00</u>		
	<u>Plan Review</u>		
Razing Fee			
	A.	\$50.00	For the First 2000sq. Ft. of floor area of the Perimeter with out Utilities
		\$18.00	per 1000 sq.ft. of floor area thereafter.

	B.	\$80.00	For the First 2000sq. Ft. of floor area of
			the Perimeter with out Utilities
		\$30.00	per 1000 sq. ft. of floor area thereafter.
	Residential Buildings		
	New construction	\$5.10	per thousand total valuation
		\$5.50	
	Minimum Permit Fee	\$50.00 \$50.00	
		\$60.00	
	Alterations & Remodel	\$7.00	per thousand total valuation
		\$7.50	
	Minimum Permit Fee	\$50.00	
		\$60.00	
	Accessory Structures	\$7.00	per thousand total valuation
		\$7.50	
	Minimum Permit Fee	\$50.00	
		\$60.00	
	Re-Roof	\$40.00	
		\$60.00	
	Plan Review	\$0.50	per thousand total valuation
	Minimum Fee	\$50.00	
		\$60.00	
	Plan Revision Fee	\$50.00	*
		\$60.00	
	Individual Permit Cost		
	<u>Re-Roof</u>	<u>\$60.00</u>	
	<u>Fence- Bldg. \$60.00 & \$75.00 Zoning</u>	<u>\$135.00</u>	
	<u>Sheds- Bldg. \$60.00 & \$60.00 Plan Review & \$75.00 Zoning Fee</u>	<u>\$195.00</u>	
	<u>Doors- Bldg. \$60.00</u>	<u>\$60.00</u>	
	<u>Windows- Bldg. \$60.00</u>	<u>\$60.00</u>	
	<u>Irrigation- Residential \$60.00</u>	<u>\$60.00</u>	
	<u>Awnings- \$60.00</u>	<u>\$60.00</u>	
	<u>New Meter Box- \$60.00</u>	<u>\$60.00</u>	

<u>Screen Enclosure- Bldg. \$60.00 & Plan Review \$60.00 & Zoning Fee \$60.00</u>	<u>\$195.00</u>	
<u>Above Grnd. Pool- Bldg. \$60.00 & Elec. \$60.00 & Zoning Fee \$60.00</u>	<u>\$195.00</u>	
<u>Patio- Bldg. \$60.00 & Zoning Fee \$75.00</u>	<u>\$135.00</u>	
The Value of construction for permits will be determined by the most recent publishing of the ICC (International Code Council), Building Valuation Data, to estimate per square foot value including the regional modifier, of all areas under roof according to the type of construction, and use.		

Section 3. Severability. If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this resolution.

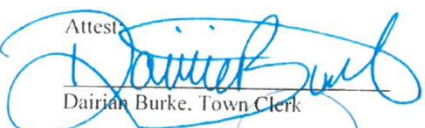
Section 4. Codification. The provisions of this resolution are intended to be incorporated into the Code of Ordinances of the Town of Howey-in-the-Hills, Florida and the sections of this resolution may be renumbered, relettered, and the word "resolution" may be changed to "section," "article," or such other word or phrase in order to accomplish such intention.

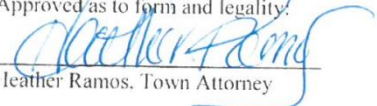
Section 5. Ratification of Prior Actions Taken by Town Staff. All actions previously taken by town staff regarding the collection of building permit fees are hereby ratified and confirmed herewith.

Section 6. Effective Date. This resolution shall be effective upon passage.

PASSED AND RESOLVED this 13th day of May, 2019, by the Town Council of the Town of Howey-in-the-Hills, Florida.


David Nebel, Mayor

Attest:

Dairian Burke, Town Clerk

Approved as to form and legality:

Heather Ramos, Town Attorney