

Original

#150245S

SEALED BID

INVITATION TO BID

(Best Evaluated bid)

SPECIAL MAGISTRATE SERVICES

(For Code Enforcement Hearings)

BID NO. CODE-160001-DD

To: City of Gainesville

From: Robert A. Lash



Issue Date: July 1, 2015

Bid Due Date: July 23, 2015 @ 3:00 p.m.

**INVITATION TO BID
(Best Evaluated Bid)**

**SPECIAL MAGISTRATE SERVICES
(For Code Enforcement Hearings)**

BID NO. CODE-160001-DD

Purchasing Representative:
Doug Drymon, Senior Buyer
Purchasing Division
Phone: (352) 334-5021
Fax: (352) 334-3163
Email: drymonjd@cityofgainesville.org

**City of Gainesville
200 East University Avenue, Room 339 – Gainesville, Florida 32601**

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**CITY OF GAINESVILLE
GENERAL GOVERNMENT PURCHASING
INVITATION TO BID**

DATE: July 1, 2015

BEI) #: CODE-160001-DD

**BID NANLE: Special Magistrate Services
(For Code Enforcement Hearings)**

**BID DATE: July 23, 2015
@ 3:00 p.m. (local time)**

Sealed bids will be received by the City of Gainesville, Florida, at General Government Purchasing until 3:00 p.m., local time, on the bid date, at which time and place all bids will be publicly opened and will be available for inspection upon notice of award or intended award or within 30 days after bid opening, whichever is earlier. If special accommodations are needed in order to attend a pre-bid conference or a bid opening, please contact the Purchasing Division at least 72 hours in advance. Bid prices may be read at the public bid opening, at the sole discretion of General Government Purchasing. Bids must be in the possession of General Government Purchasing prior to bid call at 3:00 p.m. on the bid date. Possession is defined as being physically received in General Government Purchasing at City Hall, 200 East University Avenue, Room 339, Gainesville, Florida 32601. The time clock located in General Government Purchasing will be the official time for bid call. Bids shall be sealed and plainly marked on the outside of the envelope with both the bid number and the bid name. ANY BID RECEIVED IN GENERAL GOVERNMENT PURCHASING AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED. Bids must be completed and signed in ink in space[s] provided on the enclosed bid form(s) and a total of six sets submitted or bid will be subject to rejection. In addition, Bidder should provide one (1) electronic copy of their bid in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc. Delivery shall be F.O.B. Gainesville, Florida. The point of delivery will be specified on the purchase order or other notification of acceptance. Please note that if bonds are required, they must be in the approved form attached to the specifications or the bid will be subject to rejection.

There will be a non-refundable fee of \$2.00 per CD for a copy of the bid documents which can be picked up at the City of Gainesville Purchasing Division Office.

Any deviation from the specifications must be explained in detail on sheets attached to the Bid Form and labeled "Clarifications and Exceptions," and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise, it will be considered that items offered are in strict compliance with these Specifications and the successful Bidder will be held responsible for meeting the Specifications. A Bidder who is aggrieved in connection with the specifications of this bid must advise General Government Purchasing in writing prior to the opening of bids. If Bidder wishes its Standard Terms and Conditions to be considered as part of its bid, such terms and conditions must be made part of the "Clarifications and Exceptions." The City reserves the following rights: to waive clarifications and exceptions in awarding the bid in the best interest of the City; to accept or reject any or all bids; to waive any or all irregularities; and to award the contract to the most responsible and responsive Bidder whose bid is determined by the City to be in its best interest. Notice of intended award shall be posted at 200 E. University Avenue, Gainesville, Florida. Protests in respect to intended award must be filed within five business days of posting for purchases which do not require prior approval of the City Commission and within five business days for purchases which require prior approval of the City Commission. It is the Bidder's responsibility to inform himself of intended award and specific protest procedures.

Doug Drymon, Senior Buyer
General Government Purchasing
(352)334-5021

BEST EVALUATED BID

TO: City of Gainesville, Florida
Purchasing Division, Station 32
200 East University Avenue
Gainesville, Florida 32601-0490

PROJECT: Special Magistrate Services (For Code Enforcement Hearings)

BID #: CODE-160001-DD

CITY'S REPRESENTATIVE (to be contacted for additional information on this Bid):

Name: Doug Drymon, Senior Buyer Telephone Number: 352-334-5021
Fax Number: 352-334-3163
Email address:
drymonjd@cityofgainesville.org

Bidder Legal Name: Moody, Salzman & Lash P.A.

Bidder Alias/DBA: _____

Bidder 's
Address 500 E.University Avenue
Gainesvill, FL 32601

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this bid)

Name: Robert Lash Telephone Number: 352-373-6791

Date: July 23, 2015 Fax Number: 352-377-2861

Email address: rob@moodysalzman.com

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that no City Commissioner, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract. [For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.]

The Bidder further declares that he has carefully examined these Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid.

BID SPECIFICATIONS

1. DEFINITION OF TERMS

- 1.1 Authorized Representative: Any representative of the City, whether or not a City employee, designated as the City's Authorized Representative for the purposes of this Contract either in a provision of these Specifications or in written communication from the City Manager to the Contractor.
- 1.2 Bidder: Any person, firm, corporation, organization or agency submitting a bid for the work proposed, or its duly authorized representative.
- 1.3 City: City of Gainesville, Florida, or an Authorized Representative.
- 1.4 Commercially Useful Function: shall exist when the business responsible for execution of the work of the contract is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- 1.5 Contract or Agreement: The Contract executed by the City and Contractor for the performance of the work. The Contract shall be substantially in the form provided in these Specifications or by purchase order incorporating the provision of the Specifications.
- 1.6 Contract Price: The total sum of moneys payable to the Contractor for completion of the Work in accordance with the Contract.
- 1.7 Contractor: The person, firm, corporation, organization or agency with whom the City has executed a contract for performance of the work or supply of equipment or materials, or its duly authorized representative.
- 1.8 Control: Means having the primary power, direct or indirect, to influence the management of a business enterprise. The controlling party must have the demonstrable ability to make independent and unilateral business decisions on a day-to-day basis, as well as the independent and unilateral ability to make decisions which may influence and chart the future course of the business. In determining whether socially and economically disadvantaged owners control a firm the City may utilize the criteria in 49 CFR Part 23 84 26, Section 26.71.
- 1.9 Laws and Regulations: Laws or Regulations—Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 1.10 Local business: The vendor has a valid business tax receipt, issued by the City of Gainesville, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. Exhibit -C. The business tax receipt must be issued at least six months prior to bid or bid opening date.
- 1.11 Local Small Business: A Small Business, which is duly licensed and authorized to engage in business and maintains a permanent principal place of operation with full time personnel within the corporate limits of the City of Gainesville and possess a current City business tax receipt, and is so certified by the Local Small Business Program Procurement Coordinator.

- 1.12 Material Supplier: (also Supplier) a manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.13 Specifications: Directions, provisions, and requirements contained in the Invitation to Bid, Instructions to Bidders, Special Provisions, General Conditions, Technical Specifications (if any), Supplementary Conditions (if any), Bid Form, Bids (if any), together with any written contract made or to be made setting out or relating to the methods and manner for the work to be carried out.
- 1.14 Subcontractor: An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.15 Supplier: (also Material Supplier) A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.16 Work: The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2. BIDS

Bids may be sent to General Government Purchasing as specified on the Invitation to Bid. Any bid received after the time specified in the Invitation to Bid will not be considered and will be returned unopened. Bids shall be signed and submitted on this form. Any exceptions or clarifications to any specification shall be clearly indicated on a separate sheet(s) attached to this form and shall specifically refer to the applicable specification paragraph and page. Exceptions or clarifications not so indicated will not be considered as part of the bid. The envelope shall be sealed and plainly labeled as a sealed bid for the project as named above and shall specify the time and date specified in the Invitation to Bid, which shall be the time and date for opening of bids.

3. SIGNING AND SUBMISSION OF BID

Signing and delivery of the Bid represents the Bidder's acceptance of the terms and conditions of this Bid and if awarded the Bid by the City, the Bid as accepted will represent the agreement between the parties. Bids must be signed in ink in space[s] provided. Unsigned bids will be considered incomplete and subject to rejection. Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any Bidder is interested in more than one bid, all bids in which such Bidder has interest will be rejected.

4. JOINT BIDDING/COOPERATIVE PURCHASING AGREEMENT

All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida to rebid any or all items.

5. EVALUATION AND AWARD

This is a Best Evaluated Bid. The City shall consider the following criteria in making the award:

- (a) Oral Presentations
- (b) Price
- (c) Technical Qualifications

6. LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business i total bid price, and in any event the cost differential should not exceed \$25,000.00.

The City of Gainesville reserves the right to accept or reject any or all bids, reserves the right to waive any or all irregularities, and to award the contract to the responsible and responsive Bidder whose bid is determined by the City to be in its best interest. The City also reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the work or supply the materials, and if, after the investigation, the evidence of competency and financial ability is not satisfactory, the City reserves the right to reject the bid.

7. EXAMINATION OF THE SITE — TECHNICAL QUESTIONS

If any portion of the work is to be performed on City property, the Bidder may visit the job site before submitting this bid to become familiar with the prevailing local conditions which may affect the work to be done. The City's Representative may be contacted about arrangements to visit the job site or technical questions relating to the performance of the work.

8. EFFECT OF BID

Any bid submitted in response to these Specifications shall be binding for a period of 60 calendar days after the bid opening date. An award made under these Specifications shall in no way prevent the City of Gainesville from requesting bids and purchasing identical or similar services to those covered herein.

9. TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/bid certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; and (4) Bidders located within the State of Florida.

10. LOCAL SMALL BUSINESS PARTICIPATION

It is the policy of the City of Gainesville that Local Small Businesses as defined in the City of Gainesville's Local Small Business Procurement Program (the "Program") shall have the maximum practical opportunity to participate in the competitive process of supplying commodities and services to the City. Notification is hereby given that Local Small Businesses are strongly encouraged to submit a bid in response to this Invitation to Bid and prime contractors are strongly encouraged to utilize Local Small Business subcontractors and material suppliers. Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in or eligibility to participate in the Program or in the performance of its obligations under a City contract, shall be in violation of the Program. This determination shall be solely at the discretion of the City. Violators of the Program may be subject to, on an individual and/or entity basis, the debarment or suspension from participating in the City's contracts in accordance with the City of Gainesville's Debarment and Suspension Policy. The City of Gainesville requires Good Faith Efforts to maximize utilization of Qualified Local Small Businesses for this project (see Exhibit A).

11. CONTACT

To ensure fair consideration and consistent and accurate dissemination of information for all bidders, the City prohibits communication to or with any department, employee, or agent evaluating or considering the bids during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Departments for an invitation for bid or the request for bid, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any bid, recommendation or decision by City officials and employees, except as authorized by procurement documents.

12. DAVIS-BACON

It will be the responsibility of the contractor to check with the department project manager to determine if compliance with the Davis Bacon Act and the DOL regulations are required.

CONTRACT SPECIFICATIONS

13. CITY'S CONTRACTOR

Upon award and execution of a contract or issuance of a purchase order incorporating the provisions of these Specifications, the successful Bidder will be designated the City's Contractor.

14. RESPONSIBILITY OF CONTRACTOR/INDEMNIFICATION

The safe and complete prosecution of the work shall be the responsibility of the Contractor. Subcontractors shall not be permitted. The Contractor shall indemnify and hold harmless the city, its agents, officers and employees from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the work through the use of unacceptable materials or by or on account of any activity or omission, neglect or misconduct of the Contractor or a Subcontractor or by or on account of any claim or amounts recovered from any infringement of patent, trademark, or copyright or from any claims or amounts arising or recovered under the "Worker's Compensation Law" or any other law, by-laws, ordinance, order or decree. Contractor shall follow all City, County, State and Federal laws, regulations or ordinances. Contractor shall remedy promptly, and without cost to the City, any defective materials or workmanship supplied under the Contract which appear within one year from the date of completion of the work.

15. LIABILITY INSURANCE

The Contractor shall not commence work until obtaining the following: [items checked]

Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Insurance protection for any employees engaged in hazardous work under this Contract not protected under the worker's compensation statute

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

Automobile Liability Insurance
Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

"XCU" (Explosion, Collapse, Underground Damage)

[] Contractor's Pollution Liability

An insurance certificate shall be provided in a form acceptable to the City which gives the City 30 days written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

16. TERM OF CONTRACT

The contract period for work under this agreement shall commence October 1, 2015 and shall end on September 30, 2017.

However, upon satisfactory and faithful performance of this contract by the Contractor, the City reserves the right, through negotiation with the Contractor, to extend the term of this contract for a 12-month period with a maximum of three (3) such extensions (three).

The obligations of the City as to any funding required pursuant to this Agreement shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

17. DELAY

The City shall have the right to suspend the work wholly or in part for up to three months without additional payment or allowance but extra time equivalent to the time of suspension shall be granted for completion of the suspended work. If Contractor's performance is delayed by fire, lightning, earthquake, or other such cause completely beyond the control of either the City or the Contractor, then the time for completion of the Contract may be extended at the option of the City for a period equivalent to the time lost by reason of any of the aforesaid causes.

18. TERMINATION

If the Contractor fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then the City, after serving at least ten days written notice to the Contractor of its intent to terminate and after such default shall continue unremedied for a period of ten days, may terminate the Contract without prejudice to any other rights or remedies it may have under this Contract.

If, after default under this subsection, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against City shall be the same as and limited to those afforded Contractor pursuant to the subsection title TERMINATION FOR CONVENIENCE.

19. TERMINATION FOR CONVENIENCE

City shall have the right to terminate this Contract, in whole or in part, without cause, upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to that portion of the contract price earned through the date of termination, together with any retainage withheld and direct and immediate termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against City.

Termination of the contract or a portion thereof, for cause or convenience, shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

20. CLEANUP AND FINAL PAYMENT

Work shall not be considered complete until all rubbish and unused material due to, or connected with, the work is removed and the premises are left in a safe and tidy condition. Final payment will be withheld until all work is accomplished.

21. ASSIGNMENT OF CONTRACT

The Contractor shall not assign or subcontract in whole or in part any right or obligation under this Agreement or any monies due or to become due thereunder without the written consent of the City.

22. SOVEREIGN IMMUNITY

Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.

23. PAYMENT

Payments will be due to the Contractor 30 days after receipt of a proper invoice; provided, however, that Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by the City due to failure by the Contractor to comply with these specifications or because unacceptable equipment or materials were delivered as determined by the City's inspection. The City shall notify the Contractor of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible.

Contractor payment by City issued procurement card (currently VISA) is preferred. Otherwise, contractor will be paid electronically as an electronic funds transfer (EFT).

24. PROMPT PAYMENT ASSURANCE

LATE PAYMENTS BY CONTRACTORS TO SUBCONTRACTORS AND MATERIAL SUPPLIERS PENALTY

When a contractor receives from the City of Gainesville any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within 10 days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of 1 percent of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

25. CLAIM FOR EXTRA PAYMENT OR CHANGE ORDER

If the Contractor claims that any instruction or change issued by the City involves extra cost, it shall so notify the City in writing within ten (10) days after receipt of such instruction and in any event secure approval before proceeding to execute the work.

26. RECORDS/AUDITS

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

27. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

28. RIGHTS OF APPEAL
Participants in this Invitation to Bid solicitation may protest Invitation to Bid specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Procedures Manual.

29. PERMITS AND LICENSES
The Contractor shall procure all permits and licenses, pay all charges and fees and give all notice necessary and incidental to the performance of the work.

30. COLLUSION
The bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion or fraud.

No City Commissioner, other City officer, or City employee shall directly or indirectly own more than five (5) percent of the total assets or capital stock of the bidding entity, nor shall such person directly or indirectly benefit by more than five percent from the profits or emoluments of this contract. For purposes of this section, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.

31. FLORIDA PUBLIC RECORDS ACT
Florida has a very broad public records law. By entering into an agreement with the City, the contractor acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act the contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by law;
- c) Ensure that all 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 public records and transfer, at no cost, to the City all public record in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of the contract between City and contractor. City may pursue all remedies for breach of this agreement

LIVING WAGE POLICY

- This contract is a covered service. (See Living Wage Decision Tree — Exhibit D attached hereto)
 This contract is not a covered service.

The Living Wage ordinance, Ordinance 020663, as amended at Ordinance 030168, and as shown on the City's web page, applies to certain contracts for specific "Covered Services," which the City has determined may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Bidders/Proposers should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the services purchased are "Covered Services", prime contract amount exceeds the

threshold amount, the bidder/proposer meets the definition of Service Contractor/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be \$11.6587 per hour (Living Wage with Health Benefits) or \$12.91 per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached as Exhibit E hereto, prior to the City executing the contract. Once executed, such certification will become a part of this contract; however, failure to sign such certification will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize the City to withhold payment of funds until the living wage requirements have been met.

(2) The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, the City shall not be deemed a necessary or indispensable party in any litigation between the contractor and a subcontractor concerning compliance with living wage requirements.

PUBLIC ENTITY CRIME INFORMATION STATEMENT

For your information, Section 287.133 (2)(a) , Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

ADDENDA

The Bidder hereby acknowledges receipt of Addenda No.'s _____, _____, _____, _____, _____ to these Specifications.

TAXES

The subs bid below include Florida sales taxes on items required by Bidder to manufacture or supply the items to be provided or obtain items needed to perform the work, but do not include Florida sales taxes on the bid price below for equipment, materials or services to be provided to the City. The City of Gainesville is exempt from Florida sales taxes for certain purchases made by the City and will provide a tax exempt certificate upon request.

BID PRICES

The undersigned hereby proposes and agrees, if this bid is accepted, to perform the work in accordance with the specifications for the lump sum of Two Thousand One hundred Dollars per month (\$2,100.00).

If the Living Wage Ordinance applies, please indicate costs within the bid price associated with compliance with the Living Wage Ordinance:
_____ Dollars (\$_____)

NOTE: THE PRICES SET FORTH ABOVE SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT UNLESS BIDDER'S PROVISIONS FOR PRICE ESCALATION ARE STATED ON A SEPARATE SHEET ATTACHED TO THE BID.

NOTE: THE CITY RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS, SERVICES, ITEMS, MATERIALS OR ANY OTHER ASPECTS OF CONSIDERATION FROM THIS CONTRACT SHOULD IT BE IN THE BEST INTEREST OF THE CITY. THE CONTRACT PRICE WILL BE ADJUSTED ACCORDINGLY UPON MUTUAL NEGOTIATION AND AGREEMENT OF THE CONTRACTOR AND THE CITY'S REPRESENTATIVE

LOCAL PREFERENCE

Check one
Local preference requested: YES NO

A copy of your Business Tax Receipt and Zoning Compliance Permit should be submitted with bid if local preference is requested.

QUALIFIED LOCAL SMALL BUSINESS STATUS

Check one
Is your business qualified as a local small business in accordance with the City of Gainesville's Small Business Procurement Program? (Refer to Definitions) YES NO

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree hereto check one

- Living Wage Ordinance does not apply
(Check all that apply)
 - Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.

- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply; Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

SIGNATURE ACKNOWLEDGES THAT: (Check)

Bid is in full compliance with the Specifications.

Bid is in full compliance with the Specifications except as specifically stated and attached hereto.

Signature also acknowledges that Bidder has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this bid.

CORPORATE SEAL (If corp.)

ATTEST/WITNESS:

BIDDER:

Signature

Signature

By _____

By Robert Lash

Title: _____

Title: Partner

TECHNICAL SPECIFICATIONS

The provisions contained in this section are intended to be read in conjunction with, to supplement, or to modify Instructions to Bidders, Special Provisions and General Conditions and, in case of any conflict with such sections, the intent of any and all Technical Specifications shall govern.

1. SCOPE OF SERVICES

It is the intent of the City of Gainesville to obtain bids from qualified attorneys capable of holding quasi-judicial hearings and issuing orders in matters involving certain violations of the City Code of Ordinances in accordance with Chapter 2, Article V, Division 8 of the City Code of Ordinances. It is the intent of the City to evaluate the proposals received, negotiate with the selected proposer(s) and enter into one or more contracts for the provisions of services described in this best evaluated bid document.

2. DETAILED DESCRIPTION OF THE WORK

The minimum services to be provided by a Special Magistrate (and those services that will be provided by the City) are as follows:

- a. Code Enforcement Clerk: The City will designate a City employee to serve as the Code Enforcement Clerk (the "Clerk") for purposes of the quasi-judicial hearings that will be conducted by the Special Magistrate. The Clerk will provide public notice of each hearing, prepare the hearing agenda (including assembling the back-up materials for each agenda item), establish (in consultation with the Special Magistrate) a schedule for finalization of each agenda, read agenda items into the record, swear-in witnesses as necessary, receive affidavits, prepare written minutes of the hearing, record the final orders issued by the Special Magistrate in the public records of Alachua County and maintain the official records of the code enforcement special magistrate hearings.
- b. Preparation for Hearings: The Special Magistrate must adequately prepare for each hearing, including but not limited to, reviewing the agenda and all back-up material provided, familiarizing himself with the applicable City Codes and researching other applicable legal issues. The agenda and all back-up documents will be provided to the Special Magistrate electronically either via email or the City's website, unless otherwise specified by the City.
- c. Hearings: The special magistrate will convene a hearing at least once per month (provided there are cases to be heard) on a regular schedule. The preferred schedule is the second Thursday of each month at 9 AM. The average length of a meeting is one hour and 40 minutes and an average of seven cases per meeting. Each hearing shall be held in the City Hall Auditorium located at 200 East University Avenue, Gainesville, Florida. Additional hearings may be convened if the case volume requires more frequent hearings. The Special Magistrate shall have the same status, jurisdiction and authority as the Code Enforcement Board as set forth in Sections 2-391, 2-383, 2-385, 2-387 and 2-388.1 of the City Code of Ordinances and Chapter 162, Florida Statutes.
- d. Orders: The Special Magistrate shall issue written orders for cases. The orders shall be on the forms provided by the City. Final orders shall include findings of fact and conclusions of law. A Special Magistrate's order shall become a lien on real property if the property owner fails to bring the violation(s) into compliance with the Code within the timeframe specified by Special Magistrate.

3. MINIMUM REQUIREMENTS TO SERVE AS MAGISTRATE

The minimum qualifications to be eligible to serve as a special magistrate are set forth in Section 2-391(b) of the City Code of Ordinances as follows:

Be an active member in good standing of the Florida Bar with a minimum of five years recent experience practicing law, which experience shall include litigation and administrative hearing experience; and

- a. Reside in Alachua County; and
- b. Not be an employee of the city or hold any office with the city government, nor hold any other elective or appointive office, including special magistrate, in the county or state while serving as special magistrate; and
- c. Comply with the Code of Ethics of the State of Florida.

In addition, preference will be given to attorneys that have experience in local government law, code enforcement, zoning or real estate property law, have experience conducting quasi-judicial proceedings, or those with previous experience as a special magistrate, judge or hearing officer.

4. BIDDER'S QUALIFICATIONS, EXPERIENCE AND CONFLICTS OF INTEREST

The Bidder shall include qualifications and experience of the specific attorney(s) who will provide the services that are described herein. The submission to include:

- a. Brief history and organizational structure of your firm or solo law practice. Indicate office location, office hours, # of employees, etc.
- b. A resume for the specific attorney(s) who will provide the services.
- c. Current/past performance in similar activities — Provide a list of all public agencies for which you have provided similar services over the last five (5) years. Include in your list:
 - Client (contact person name, title, full address, telephone number, fax number, and email address of a reference within each agency)
 - Period of contract
 - Services offered and results
- d. Disclose any potential conflicts of interest and any other potential ethics issues that you or your firm may have. Include in this disclosure all legal matters handled by you or your firm in the past 5 years, in which you have represented clients in legal matters involving the City. Please provide a brief description of any such representation.
- e. The Bidder shall address the priority of this service regarding current and projected workload, availability and indicate ability and commitment in ensuring the project or services will be performed in a timely fashion and completed on time.

INSTRUCTIONS TO BIDDERS

Each bid shall indicate the willingness and ability of the bidder to meet the minimum qualifications and provide the minimum services that are specified within this best evaluated bid document. In addition, the bid should specify any additional services the bidder will provide. Bids must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Bids submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. The City will evaluate the bids that are received, and may enter into one or more contracts for the provision of services that are described within this best evaluated bid document.

Bidders must submit 3 complete sets of bid documents for the Department (evaluators) + 3 complete sets of bid documents for the Purchasing/Contract file = 6 total sets of the bid are required.

EVALUATION CRITERIA AND SELECTION PROCEDURES

1. EVALUATION - GENERAL

The Bids will be evaluated in three stages: Oral/Interview Evaluation, Price, and Technical Qualifications. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, current workload, location, past performance, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. The Evaluation process provides a structured means for consideration of all these areas.

2. SELECTION PROCEDURES

The contractor(s) will be selected from the qualified vendors submitting responses to this Best Evaluated Bid. The selection process will be as follows:

- a. Evaluators consisting of staff will review the Technical Qualifications. The evaluation process provides a structured means for consideration of all bids.
- b. Upon review and evaluation, the City will request oral presentations from the top ranked vendors. During the oral presentations, the vendors shall further detail their qualifications, and ability to furnish the required services. These presentations shall be made at no cost to the City. Firms selected for further presentations should provide one (1) electronic copy of materials presented in PDF format on a CD.
- c. Prior to final ranking of firms, the apparent top ranked vendor will be required to furnish proof to the City that it complies with the specifications.

- d. The final ranking of firms will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the top ranked vendor.
- e. Provided that the City Commission approves the ranking and makes an award, the City will execute a contract with the top ranked bidder for the provision of Special Magistrate Services. Should the City be unable to execute a contract with the top ranked bidder, communication will be terminated with that bidder and the second most qualified bidder will be contacted, and so on until a satisfactory contract is executed.

CONTRACT AWARD

The award(s), if any, shall be made to the bidder(s) whose bid(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which bid is in the best interest of the City shall be final.

The Contract to be entered into with the successful bidder will designate the successful bidder as the City's Contractor and will include, but not be limited to, the following terms and conditions.

EXHIBIT

LOCAL SMALL BUSINESS PROGRAM

It is the policy of the City of Gainesville that Local Small Businesses shall have the maximum opportunity to participate in the performance of all aspects of contracting and subcontracting opportunities for the City of Gainesville. In this regard, the City of Gainesville and its contractors will take all necessary and reasonable steps to ensure that Local Small Businesses have the maximum opportunity to compete for and perform such contracts/subcontracts and provide materials for such contracts/subcontracts.

Except as provided below, evaluation of a bid/bidder may result in bid/bidder being rejected for failure to comply with the following conditions. Upon contract award, failure of any Bidder/Proposer to comply with these conditions/requirements which seek to maximize the use of Local Small Businesses shall constitute a breach of a contract award. Upon such breach, the City of Gainesville may at its option, terminate the contract and/or pursue any and all other appropriate remedies available under the contract or otherwise under applicable law.

Contract Award Conditions:

Contract award will be conditioned on meeting the requirements of this section. The City of Gainesville requires the following:

1. Submission by the Bidder/Proposer of the completed "Tabulation of Subcontractors" form (Exhibit I)) with the bid/bid;
2. The names and addresses of all Subcontractors. Clearly designate which Subcontractors are Local Small Businesses that will participate in the contract;
3. A description of the Work and/or Materials that each Local Small Businesses will perform or supply;
4. The dollar amount or percentage of the Work and/or Materials that each Local Small Business will provide on the project.
5. If the actual participation of Local Small Business in the apparently successful bid/bid is not maximized, as determined by the Local Small Business Procurement Program Coordinator, such bidder/proposer shall submit documentation of all Good Faith Efforts (successful and unsuccessful) that were engaged in, prior to bid or bid submission, to maximize the use of Local Small Businesses on this project. Efforts undertaken after bid submissions are not relevant to the decision to award.

Good Faith Efforts:

A condition of contract award is that the contract award be made only to the Bidder/Proposer (including Local Small Business Bidders/Bidders) who maximize the utilization of Local Small Business subcontractors or who makes Good Faith Efforts to maximize the use of Local Small Business Subcontractors. The City of Gainesville will determine whether a Bidder/Proposer has made Good Faith Efforts if the Bidder/Proposer does the following:

If the Bidder/Proposer does not maximize the participation of Local Small Businesses on this project, the Bidder/Proposer must provide all documentation which by its scope, quality, quantity and intensity of the different kinds of efforts the Bidder/Proposer made to maximize participation can be confirmed and be evaluated. The documentation should be provided both as to those efforts wherein the Bidder/Proposer was successful in obtaining participation and those where it was not. In the latter case, the documentation should further indicate the reason for lack for success, i.e. Subcontractors bid too high, Subcontractor who bids is apparently not qualified to perform the particular services, no bids received, etc.

Mere pro forma efforts are not Good Faith Efforts to meet the Local Small Business requirements. The Bidder/Proposer will be required to submit written documentation of Good Faith Efforts when the participation on this project is not maximized, if they wish to be awarded the contract.

The City of Gainesville will consider the following list of types of actions as a part of the Bidder's/Proposer's Good Faith Efforts to obtain Local Small Business Subcontractor participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all Local Small Business who have the capability to perform the Work or provide Materials needed to complete the project. The Bidder/Proposer must solicit this interest within sufficient time to allow them to respond to the solicitation. The Bidder/Proposer must determine with certainty if they are interested by taking appropriate steps to follow-up the initial solicitations.
2. Selecting portions of the Work to be performed or portions of the Materials to be provided by Local Small Businesses in order to increase the likelihood that participation is maximized. This includes, where appropriate, breaking out contract Work items or Material items into economically feasible units to facilitate participation, even when the prime contractor might otherwise prefer to perform these Work items or provide these Material items with its own forces.
3. Providing interested Local Small Businesses with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. (a) Negotiating in good faith with interested Local Small Businesses. It is the Bidder's/Proposer's responsibility to make a portion of the Work or Materials available to the Subcontractors and to select those portions of the Work or Material needed consistent with the available Local Small Business Subcontractors, so as to facilitate participation. Evidence of such negotiation includes the names, addresses and telephone numbers of Local Small Businesses that were considered; a description of the information provided regarding the plans and specifications for the Work or Materials selected for subcontracting; and evidence as to why additional agreements could not be reached to perform the Work or provide the Materials.

(b) A Bidder/Proposer using good business judgment would consider a number of factors in negotiating with Subcontractors, and would take a firm's price and capabilities into consideration. However, the fact that there may be some additional costs involved in finding and using Local Small Businesses is not in itself sufficient reason for a Bidder/Proposer's failure to seek to maximize the use of them as long as such costs are reasonable and/or may be offset by other less tangible benefits. Also, the availability or desire of a Bidder/Proposer, including a Local Small Business Bidder/Proposer to perform the Work or provide the Materials of a contract with its own organization does not relieve the Bidder/Proposer the responsibility to make Good Faith Efforts and maximize utilization of other Local Small Businesses. Bidder/Bidders are not, however, required to accept higher quotes from Local Small Businesses if the price difference is excessive or unreasonable or they are not qualified to perform the Work. These decisions should, however, be supportable and documented as part of the required Good Faith Efforts.
5. Making efforts to assist interested Local Small Businesses in obtaining bonding, lines of credit, or insurance as required by the City of Gainesville or Bidder/Proposer.
6. Making efforts to assist interested Local Small Businesses in obtaining necessary equipment, supplies, Materials, or related assistance and services.
7. Effectively using the services of available small and minority business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of Local Small Businesses.

In determining whether a Bidder/Proposer has maximized participation, the City of Gainesville will take into account the performance of other Bidders/Bidders in meeting this requirement of the bid/bid and historical participation by Local Small Businesses involving similar Work or Materials. For example, when the apparent

successful Bidder/Proposer fails to obtain or fails to maximize Local Small Business participation, but others Bidders/Bidders obtained and/or maximized such participation, the City of Gainesville will reasonably raise questions whether, with additional reasonable efforts, the apparent successful Bidder/Proposer could have obtained and/or maximized participation. As indicated, a reasonable level of participation (maximization) may not be apparent until after bids/bids are opened and participation of various bidders compared. Therefore, it is recommended that in all cases, all pre-submittal Good Faith Efforts be documented, and retained in the event that such are required to be submitted for review/verification.

Even if a Bidder/Proposer is a Local Small Business, maximizing the utilization of other Local Small Businesses is still required.

Local Small Businesses Terminations/Substitutions:

A Bidder/Proposer shall not terminate for convenience a Local Small Business Subcontractor and then performz the Work or provide the Materials of the terminated Subcontractor within its own forces or those of an affiliate without the prior consent of the City of Gainesville.

When a Local Small Business Subcontractor is terminated or fails to complete its Work or fails to provide the Materials on the contract for any reason, the prime contractor shall make Good Faith Efforts to find another Local Small Business subcontractor to substitute for the original Local Small Business. These Good Faith Efforts shall be directed at finding another Local Small Business to perform at least the same anzount of Work or provide the same amount of Materials under the contract as the business that was terminated to the extent needed to meet the contract goal or commitment.

The City of Gainesville shall have the right to consider price, quality, past performance including meeting Small Business Procurement Program commitments, time required for performance and qualifications of the Bidder/Proposer in making tIze award.

Equal Opportunity Assurance:

The contractor, sub recipient, or Subcontractor shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability, and gender identity in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of his contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate.

The Contractor shall include this assurance in each subcontract it signs with a Subcontractor or Material Supplier.

Protest of Rejected Bid/Bid — Administrative Reconsideration

1. The Local Small Business Procurement Program Coordinator shall review bids and bids to evaluate whether said bids or bids comply with the above stated requirements. In the event that a bid or bid is rejected for failure to comply with the stated requirements, the affected bidder or proposer may obtain reconsideration of such determination by filing a Protest/Request for Reconsideration.
2. In the reconsideration, the Bidder/Proposer has the opportunity to demonstrate how the Bid/Bid met the requirements of the Program. The Request for Reconsideration shall be submitted to the Small Business Procurement Program Office within five (5) working days after receipt of notice of rejection. The Request for Reconsideration shall address the issues of whether the Bidder/Proposer maximized Local Small Business participation or made adequate good faith efforts to maximize the participation of local small business participation and shall include documentation associated with these factors.
3. The decision on reconsideration will be made by the Administrative Services Director.
4. The Bidder/Proposer may have the opportunity to meet in person with the Administrative Services Director to discuss the issue of whether it met the criteria outlined above (see Item 2).

5. The Bidder/Proposer will be sent a written decision on reconsideration, explaining the basis for finding that the Bidder/Proposer did or did not meet the criteria above. (see Item 2).

6. All the arguments, documentation, and evidence, which is relevant to the Request for Reconsideration must be submitted by the Bidder/Proposer to the Administrative Services Director at least three (3) working days prior to the meeting described in Item 4 above or, if no meeting is held, three (3) days prior to the anticipated date of the decision on reconsideration. Absent fraud or mistake not attributable to the Bidder/Proposer, evidence of efforts undertaken subsequent to submission of the bid/bid will not be considered. If no additional evidence or documentation is submitted by the Bidder/Proposer in accordance with the above, only the documents currently on file with the Purchasing Division will be reviewed at the meeting.

EXHIBIT B

QUALIFIED LOCAL SMALL BUSINESS UNAVAILABLE FORM

This form will assist you in meeting your Good Faith Efforts requirements. *Please TYPE or PRINT legibly. Use additional sheets as necessary.*

***Note:** Keep all relevant documentation that verifies opportunities were provided to Qualified Local Small Businesses. If it is not evident that your firm made Good Faith Efforts to maximize the Qualified Local Small Businesses, you will be asked to submit documentation.

BUSINESS RESPONSES: **1** - Did not bid in response to the invitation; **2** - Submitted a bid which was not the low responsible bid; **3** - Please specify other.

Qualified Local Small Business Name	Business Phone Number	Description of Work/Material Sought	Response of Business (1, 2 or 3)	Notes:

The undersigned representative of the prime contractor confirms that the above Qualified Local Small Businesses were invited to participate as subcontractors and/or materials suppliers in the prime contractor's the bid/bid for the City of Gainesville.

Bidding/Proposing Company: _____ Form Completed By: _____

Title: _____ Signature: _____ Date: _____

CITY OF GANESVILLE

ARTICLE X. LOCAL PREFERENCE POLICY*

*Editor's note: Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

Sec. 2-620. Findings of fact.

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

Sec. 2-621. Definition.

"Local business" means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or bid opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the business tax receipt.

(Ord. No. 001261, § 2, 3-29-04)

Sec. 2-622. Local preference in purchasing and contracting.

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other authority. In the case of requests for bids, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

Sec. 2-623. Exceptions to local preference policy.

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

EXHIBIT C

- (1) Good or services provided under a cooperative purchasing agreement;
- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;
- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or bids. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

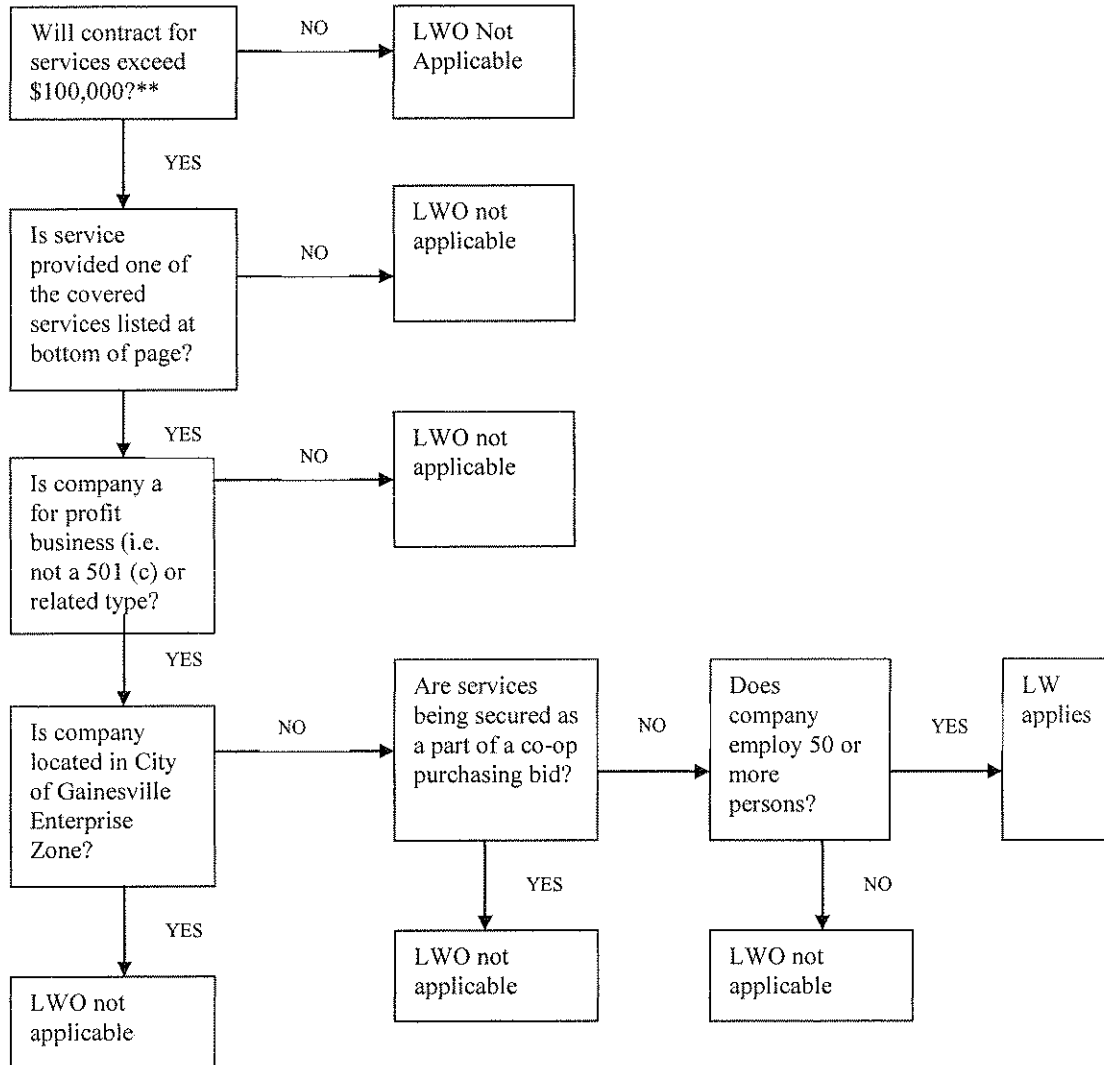
Sec. 2-624. Application, enforcement.

The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(Ord. No. 001261, § 5, 3-29-04)

CITY OF GAINESVILLE
LIVING WAGE DECISION TREE

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.




***Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services
****Total value of contract**

CITY OF GAINESVILLE

CERTIFICATION OF COMPLIANCE WITH LIVING WAGE

The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for SPECIAL MAGISTRAGE (For Code Enforcement Hearings) a living wage of \$11.6587 per hour to covered employees who receive Health Benefits from the undersigned employer and \$12.91 per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor: _____
Address: _____
Phone Number: _____
Name of Local Contact Person _____
Address: _____
Phone Number: _____
\$ _____
(Amount of Contract)

Signature:  Date: 7-23-15
Printed Name: Robert A. Lash
Title: Partner

CITY OF GAINESVILLE

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Moody, Salzman & Lash P.A. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As

the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

J. O.
Bidder's Signature

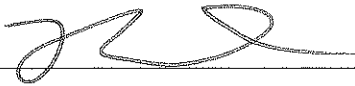
July 14, 2015
Date

CITY OF GAINESVILLE

AFFIDAVIT OF NON-COLLUSION


I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation with authority to sign on its behalf (if the bidder is a corporation);
- (2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.
- (3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: 

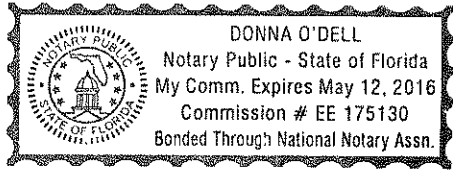
Firm Name: Moady, Salzmon & Lash

Subscribed and sworn to before me this 23 day of July 20 15


Notary Public

My Commission expires May 12, 20 16

Proposer's E.I. Number: 59-3066893
(Number used on Employer's Quarterly Federal tax return)



DEBARRED AND SUSPENDED BIDDERS

Breach of Contract

1. **Scope.**
This policy prescribes policies and procedures relating to:
 - (a) the debarment of bidders for cause;
 - (b) the suspension of bidders for cause under prescribed conditions; and,
 - (c) the rejection of bids, revocation of acceptance and termination of contracts for cause. It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.

2. **General.**
Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measures should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probable duration of the period of non-responsibility.

- 2.1 **Definitions.**
 - (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or the inadequacy of performance.
 - (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
 - (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
 - (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for bids.
 - (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
 - (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".

3. **Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.**
 - (a) The Purchasing Department shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or bids will not be solicited.
 - (b) The list shall show as a minimum the following information:
 - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
 - (2) the basis of authority for each action;
 - (3) the extent of restrictions imposed; and,
 - (4) the termination date for each debarred or suspended listing.
 - (c) The list shall be kept current by issuance of notices of additions and deletions.

4. **Treatment to be Accorded Firms or Individuals Debarred or Suspended**
Firms or individuals listed by the Purchasing Department as debarred or suspended shall be treated as follows.
 - (a) **Total restrictions.** A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or bids be solicited therefrom. However, when it is determined essential in the public interest by

the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.

- (b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Purchasing Department shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.

5. Causes and Conditions Applicable to Determination of Debarment.

Subject to the following conditions, the Department of Management and Financial Services is authorized to debar a firm or individual in the public interest for any of the following causes occurring within ten (10) years of debarment.

(a) Causes

- (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
- (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
- (3) "Conviction" for bid-rigging activities arising out of the submission of bids or bids.
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
 - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
 - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
- (5) Debarment by any other governmental agency.

(b) Conditions.

- (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Department of Management and Financial Services.
- (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
- (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exist). For the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
- (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Department of Management and Financial Services.
- (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this

section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy or performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

6. Suspension of Bidders.

- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Department of Management and Financial Services shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

6.1 Causes and Conditions Under Which the City May Suspend Contractors

- (a) The Department of Management and Financial Services may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:
 - (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
 - (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and bids; and,
 - (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

6.2 Period of Suspension.

- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months from the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

7. Scope of Debarment or Suspension.

- (a) A debarment or suspension may include all known affiliates of a concern or individual.
- (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
- (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

8. Notice of Debarment or Suspension.
 When the Department of Management and Financial Services seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:
- (1) stating that debarment or suspension is being considered;
 - (2) setting forth the reasons for the proposed action;
 - (3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,
 - (4) indicating that such party may make a written response in accordance with Section 9(a).
9. Response to Notice of Debarment or Suspension.
- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
 - (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
 - (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
 - (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Department of Management and Financial Services shall be deemed final and the party so notified.
10. Rejection of Bids, Breach of Contract.
- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
 - (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.
 - (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for debarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

CITY OF GAINESVILLE

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (potential contractor for a major third-party contract), Moody Selzmann Lash P.A. certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the primary participant (potentially third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification).

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), Robert Lash, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET. SEQ. ARE APPLICABLE THERETO.

[Signature] Partner
Signature and Title of Authorized Official

CITY OF GAINESVILLE

Revised: 4/4/2005

TABULATION OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

The Undersigned states that the following is a complete list of the proposed Subcontractors and Material Suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the City of Gainesville. This form should be completed and submitted with the submittal. Please TYPE or PRINT legibly. Use additional sheets as necessary.
SUBCONTRACTORS

Company Name	Company Phone Number	Class of Work	% or Price of Work	Qualified Local Small Business
1.				0 Yes 0 No
2.				0 Yes E1 No
3.				0 Yes 0 No
4.				E1 Yes 0 No
5.				E1 Yes 0 No

MATERIALS SUPPLIERS

Company Name	Company Phone Number	Type of Supply/Material	% or Price of Materials	Qualified Local Small Business
1.				E1 Yes E1 No
2.				0 Yes 0 No
3.				0 Yes 0 No
4.				0 Yes 0 No
5.				13 Yes E1 No

Bidding Company Name: Moody, Salzman & Lash Form Completed By: Robert Lash

Date: July 14, 2015 Title: Partner

MOODY, SALZMAN & LASH, P.A.

ATTORNEYS & COUNSELORS AT LAW
500 EAST UNIVERSITY AVENUE, SUITE A
GAINESVILLE, FLORIDA 32601
TELEPHONE (352) 373-6791
TELEFAX (352) 377-2861

C. GARY MOODY
BOARD CERTIFIED IN CIVIL TRIAL LAW
1994-2014

ANTHONY J. SALZMAN
BOARD CERTIFIED IN WORKERS' COMPENSATION
CERTIFIED CIRCUIT MEDIATOR

ROBERT A. LASH
CERTIFIED CIRCUIT CIVIL MEDIATOR
SUPREME COURT CERTIFIED ARBITRATOR
Also: CERTIFIED GENERAL CONTRACTOR

DOMINIC LOCIGNO

PERSONAL INJURY AND WRONGFUL DEATH
WORKERS' COMPENSATION
FAMILY LAW
CONSTRUCTION LAW
GENERAL PRACTICE

July 23, 2015

Doug Drymon, Senior Buyer
Purchasing Division, State 32
City of Gainesville
200 E. University Avenue
Gainesville, FL 32601-0490

Re: Brief History of MOODY, SALZMAN & LASH
Project: Special Magistrate Services (For Code Enforcement Hearings)
Bid #: CODE-160001-DD

Dear Mr. Drymon:

Moody, Salzman & Lash (MSL), originally Moody & Salzman P.A. was established in 1976. From 1976 to 2000, the firm primarily practiced workers compensation, family and personal injury law. In 2000, Robert A. Lash became a member of the firm and MSL expanded its area of practice to include construction, real estate, foreclosure and commercial law.

MSL consists of three equal partners, one associate, and seven support personnel, MSL is currently located just two blocks away from the City's Administration Building at 500 E. University Avenue. MSL has been located at the same location for over two decades. MSL official hours are from 8 a.m. to 5 p.m. Monday through Friday.

Sincerely,


Robert A. Lash

RAL/dlo

ROBERT A. LASH

500 E. University Avenue, Suite A, Gainesville, Florida 32601
352-373-6791 - rob@moodysalzman.com Fax: 352-377-2861

PERSONAL

- Born January 19, 1951, Rutland, Vermont-Florida resident for 57 years
- Married to Susan Lash for 44 years
- Children-Shawn (35)- General Contractor, married with two children; Stacy (30)-Veterinarian Technician, married one child

LEGAL WORK EXPERIENCE

MOODY, SALZMAN & LASH, P.A. - Attorneys-Gainesville, Florida- *Shareholder/Partner*, 2000 to present

- Area of practice: Construction Litigation, Contract Law, Lien Law, Real estate Law, Loan Closings Business Law, Landlord Tenant Law Insurance Claims, Foreclosure Claims, and Administrative law.
- Admitted to practice in Florida (2000) and before the United States District Court, Southern District (2008).
- Certified Circuit Court Mediator and Arbitrator by Florida Supreme Court.

LASH DEVELOPMENT CORPORATION

- Licensed State Certified General Contractor, CGC011726, 1976 to present.
- Licensed Real Estate Broker, BK504145, 1989 to present
- Builder of single family homes and Commercial projects
- Developer and builder of Marchwood condominiums, Avalon, Willow Creek, Meadowbrook, Mill Pond, Bartram Woods, Ridgemont, and Lexington Place subdivisions.

EDUCATION

- Juris Doctor, Florida Coastal School of Law School, 2000
- Masters of Science Building Construction Management University of Florida,
- Bachelor of Arts in Marketing and Management, University of South Florida, 1974

COMMUNITY ACTIVITIES AND AWARDS

- Arbitrator for the Florida Bar 2009 to date
- Supreme Court Mediator.
- Supreme Court Arbitrator.
- Alachua County Codes Enforcement Board.
- Alachua County Plan Board.
- Rotary International, Paul Harris Fellow times two, 2009-present.
- Boy Scouts of America, Eagle Scout, 1968 - Silver Beaver Award, 2004 - District Award of Merit, 2002 -Troop 164 Committee Chairman 1991-1996 - District Committee Chairman, 2003-2004.
- Past President North Florida Builders Association 1991.
- Builder of the Year 1988
- Aurora Award winner 1st Place South Eastern United States for medium sized office buildings, 1990.
- Board of Directors Builders Association, 1985-1996, 2000 to present.
- Board attorney for the Gainesville Roofing Contractors Association, 2010 to present.
- Board attorney for the Gainesville Air-conditioning Contractors Association 2009 to present.
- Adjunct Professor Rinker School of Building Construction, University of Florida, 2009-2012.
- Guest Lecturer Rinker School of Building Construction, University of Florida, 2007 to date.

MOODY, SALZMAN & LASH, P.A.

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DOMINIC LOCIGNO

PERSONAL INJURY AND WRONGFUL DEATH
WORKERS' COMPENSATION
FAMILY LAW
CONSTRUCTION LAW
GENERAL PRACTICE

July 23, 2015

SUMMARY

Although I have not represented the City or any other government agency in the past, I have been involved with several cases regarding government agencies. To that end, I have provided a brief summary of several issues in which I represented contractors and/or individuals before Code Enforcement Boards, Boards of Adjustments and/or similar agencies.

Client contract for similar services:

1. Gainesville Air Conditioning Contractors Association (GACCA), complaints raised by contractors and for City wide Inspections. Doug Murdock, Chief Building Inspector. Local contractors raised issues with the policies and procedures the City Inspectors were using regarding inspections. Assisted the City and air conditioning contractors in resolving disputes pre-litigation.
2. A/C Contractors meeting with John Freeland regarding suggestions for better communication between City Inspectors and Contractors. Limiting inspectors comments to home owners regarding personal opinions and interpretations of codes.
3. Work with Alachua County Public Works and Alachua County Commissions to approve Marchwood, Avalon, Willow Creek, Ridgmont Subdivision and other Lash Developments.

Representing from 1980-2000.

4. Alachua County Commission to approve Lexington Subdivision, representing by RGB in 2012 to date.
5. Dispute arising from the construction of the Depot Park project. This process involved three levels of administration and final hearings between the City Managers and the administrative process from 2012 to date.

Step 1: Contract adjustments with Associate City Engineer, John Veilleux.

Step 2: Contract review with City engineer regarding disputes over change orders and reduction of work.

Step 3: Hearing with City Manager to attempt to resolve issues between contractor and City, hearing was conducted by City Manager, City Attorney, Lisa Bennett, Elizabeth Waratuke and David Schwartz, along with other various City Staff members.

After several hours of testimony and experts, the parties resolved their issues through a quasi-mediation involving the City Attorney and R.E. Arnold Construction Inc.'s Attorney.

6. Administrative hearing with Putnam County Special Magistrate regarding property owner adjacent to my client. The adjacent owner installed a fence which did not comply with the Putnam County Land Development code. Ultimately, Code Enforcement issued a violation and gave the adjacent owner 30 days to remove the improper constructed fence or apply for a variance. The adjacent owner applied for the variance. In preparation for the hearing on the variance, I took photographs and measurements of the fence which were presented to the Putnam County Board of Adjustments. Upon verbal testimony and application of the County ordinances, the Board was convinced 9-0 to deny the application and instruct the adjacent owner to remove the non-complying fence.

Represented: Suzanne and David Davis at the hearing on July 15, 2015.

7. Administrative hearing before the Marion County Code Enforcement Board regarding unlicensed contracting. I represented a screen enclosure contractor accused of unlicensed activity. The contractor was working as a specialty contractor under a licensed contractor and was therefore exempt from having a license pursuant to the Jim Walter's exceptions; the Board determined that there was no violation and dismissal of the citation exclusion.

Represented: Hart Construction on or about 2010.

8. Hearing before Marion County Codes Enforcement Board regarding contractor's failure to complete a new home, failure to warranty the products and installation of products other than as specified in the contract. The contractor improperly installed spray foam installation against the bottom of the roof deck which was not in compliance with the contract specifications. The foam and insulation installed by the contractor subsequently destroyed the decking resulting in the removal and replacement of the roof deck and insulation. In this case, I represented the homeowner.

The Board suspended the Builders privileges to pull building permits in Marion County until the repairs were made and a certificate of occupancy was issued. The Contractor complied and a certificate of occupancy.

Represented: Bradley Heath and Carleen Heath at the hearing on August 15, 2012.

9. Board of County Commissions text change to County Zoning classification.

A land owner submitted site and building plans to renovate and construct a building located on NW 13th Street. The Planning Department determined that the type of business the owner intended to operate was not an allowable business for the area. In discussions with Gainesville Staff, a decision was reached that Staff and the Owner could support. As a result, I submitted a request for a text change to an existing zoning classification which would allow the Owners business to be included within the revised zoning classification.

The issue was ultimately presented to the City Commissioner and upon verbal testimony and support of the City Staff, the Commissioner voted in favor of the text change.

Represented: R&S Gainesville LLC at the hearing on December 3, 2013.

10. R.E. Arnold Construction Inc. (REACI) completed a section of road and sidewalk repairs along U.S. 301 near Starke. During the repairs it was determined that there were flaws in the design which prevented timely completion of the project. Florida Department of Transportation (FDOT) conducted a quasi-judicial hearing to determine if the contractor should be charged liquidated damages for the delays. It was ultimately determined that the liquidated damages were primarily the result of the defective design and the number of delay days was substantially reduced.

Represented: REACI – 2015

Pursuant to Paragraph 27, it is important to point out that I was involved in a disciplinary hearing before the Florida Bar resulting from my representation of a client approximately 9 years ago. The Bar admonished me for that representation but also state that I never should have taken the case as it was a loser from the get go. The Bar Committee went on to say that the client was not harmed. Although that admonished was issued several years ago, it is most important to point out that the Florida Bar continues to use my services as an arbitrator.

CONFLICTS OF INTEREST

Although I practice construction litigation, the majority of the partners I represent have never appeared before a Special Magistrate. It is possible that one of the people or companies I represent will be issued a violation which could potentially come before me as a Special Magistrate, but during my 15 years of practice, the cases appear to be few and far between.

My company, Lash Development Corporation, has been in business since 1976 and has never been issued a citation by any building officials so I do not see any issues here but ethically. I feel compelled to inform the Committee that I am the License holder for my company.

PRIORITY OF WORK LOAD

As you can see from my resume, I am actively involved in several organizations. These organizations all require the budgeting. I expect the position as Special Magistrate will require about 10-12 hours per month. As with all busy people, time managing is the key to their success. If I felt this appointment would be jeopardized due to my time construction I would not apply for the position. My

work hours are from 9 a.m. until I get the work done.

This opportunity is something that I look forward to and if the selection committee determines that there is someone more qualified than me, I appreciated being asked to submit an application.

I fully realize that each and every person who comes before a Special Magistrate deserves respect and a timely response to the alleged violation. If the committee determines that my qualifications are sufficient to adequately fulfill the position as Special Magistrate for the City of Gainesville, I can only say that you will not be disappointed with my services and work ethics. I guarantee that the projects and/or services I provide will be performed in a timely fashion and completed on time.

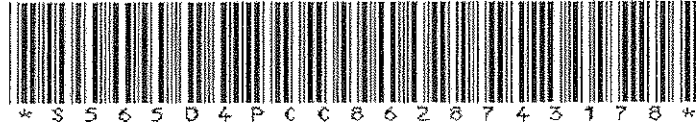
Sincerely,

A handwritten signature in black ink, consisting of a stylized 'R' followed by a loop and a long horizontal line extending to the right.

Robert A. Lash

Florida Department of State

Division of Corporations



Please print and return this page, along with your check or money order, to the Division of Corporations

2015 Annual Report Payment Voucher

Name of Entity: MOODY, SALZMAN & LASH, P.A.

For Office Use Only

Document Number: S56504

Tracking Number: CC8628743178

Election Contribution: No

P A I D

Certificate of Status: No

JAN 22 2015

Per 3945

Total Amount Due: \$150.00

- Please make check, or money order payable to: *Florida Department of State*
- Remove the check stub, if applicable
- Staple check in the top left hand corner of this voucher
- Mail to: *Division of Corporations, P.O. Box 6198, Tallahassee, FL 32314*

This voucher and check must be received and processed by the Division of Corporations by February 18, 2015 to avoid cancellation of Annual Report.

The document is not considered filed until the voucher and payment have been received and processed by this office.

Daytime telephone number for possible processing questions:

(352) 373-6791 Margie Hartlein, Bookkeeper



CITY OF GAINESVILLE

Customer Copy

BUSINESS TAX RECEIPT

TAX YEAR BEGINS OCTOBER 1, 2014 AND ENDS SEPTEMBER 30, 2015

BILLING AND COLLECTIONS OFFICE TREASURY DIVISION OF THE FINANCE DEPARTMENT

BUSINESS TAX NO.

Please display in your place of business

btmail@cityofgainesville.org

17503

BUSINESS NAME AND MAILING ADDRESS



MOODY, SALZMAN & LASH, PA

500 E UNIVERSITY AVE, STE. A GAINESVILLE, FL 32601

BUSINESS LOCATION

500 E UNIVERSITY AVE, STE. A

BUSINESS PHONE

352-373-6791

BUSINESS E-MAIL

margie@moodysalzman.com

Thank you for paying your business taxes for the period October 1, 2014 – September 30, 2015.

CATEGORY	DESCRIPTION	TAX FEE
1001	FICTITIOUS NAME REQUIREMENT	\$0.00
1900	ATTORNEY/LAWYER	\$315.00
8955	EXEMPT - ENTERPRISE ZONE (CREDIT .50%)	(\$157.50)
8958	ENTERPRISE ZONE	\$0.00
1000	STATE LICENSE/CERTIFICATION REQUIRED	\$0.00
TOTAL ASSIGNED:		\$157.50
TOTAL PAID:		\$157.50
AMOUNT DUE:		\$0.00

CR 355 8/29/14

APPROVED MB/FINANCE DIRECTOR



A1892BE02F9040158AF9FA7A448B5C86

ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DOES NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS.

THE CITY OF GAINESVILLE DOES NOT REFUND BUSINESS TAXES PAID IN ERROR UNLESS THE ERROR IS A CLERICAL MISTAKE MADE BY THE CITY.

If you have any questions about the Business Tax requirements or process, please email

btmail@cityofgainesville.org

If you cannot email to the address above, please call (352) 334-5024

IT IS THE BUSINESS OWNER'S RESPONSIBILITY TO REPORT ANY CHANGES IN BUSINESS INFORMATION

DURING THE YEAR TO

btmail@cityofgainesville.org

OR TO WEB SITE

http://eservices.cityofgainesville.org

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Moody, Salzman & Lash, P.A.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____
 C Corporation S Corporation Partnership Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
500 East University Ave., Suite A

6 City, state, and ZIP code
Gainesville, FL 32601-3458

7 List account number(s) here (optional)
Atn: Margie Hartlein, Bookkeeper (352) 373-6791

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	9	-	3	0	6	6	8	9	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ **7-23-15**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
7/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	CONTACT NAME:	
	PHONE 800-962-7132	FAX 800-845-3666
INSURED MOODY, SALZMAN AND LASH, P.A. 500 E UNIVERSITY AVE STE A GAINESVILLE FL 32601	E-MAIL ADDRESS: CLServiceCenter@LibertyMutual.com	
	PRODUCER CUSTOMER ID: 8488818035	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Economy Insurance Company	NAIC # 19690
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 25693371 REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
500 E UNIVERSITY AVE STE A
GAINESVILLE FL 32601

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	02BP74226580	7/13/2015	7/13/2016	BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES	<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ 370,000
	BASIC				BUILDING	<input checked="" type="checkbox"/> BUSINESS INCOME	\$ 12 MO ACT LOSS
	BROAD				CONTENTS	EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL				1,000	RENTAL VALUE	\$
	EARTHQUAKE					BLANKET BUILDING	\$
	WIND					BLANKET PERS PROP	\$
	FLOOD					BLANKET BLDG & PP	\$
							\$
							\$
	INLAND MARINE	TYPE OF POLICY			\$		
		POLICY NUMBER			\$		
	CAUSES OF LOSS				\$		
	<input type="checkbox"/> NAMED PERILS				\$		
	<input type="checkbox"/> CRIME				\$		
	TYPE OF POLICY				\$		
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN				\$		
					\$		
					\$		
					\$		

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Moody, Salzman and Lash, P.A.
500 E University Ave STE A
Gainesville FL 32601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Eric Lykins

67 (Policy Provisions: WC 00 00 B)

50

GZ INFORMATION PAGE

WEG WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: SEE ATTACHED ENDORSEMENT

NCCI Company Number:

10456

Company Code: 9



*1500176GZ60670101 05186

POLICY NUMBER:

76 WEG GZ6067

Previous Policy Number:

76 WEG GZ6067

HOUSING CODE: 76

Suffix	
LARS	RENEWAL
	13

1. Named Insured and Mailing Address: MOODY & SALZMAN PA
(No., Street, Town, State, Zip Code)

FEIN Number: 593066893

PO BOX 2759
GAINESVILLE, FL 32602

State Identification Number(s):
UIN:

The Named Insured is: CORPORATION
Business of Named Insured: ATTORNEYS OFFICES
Other workplaces not shown above: 500 E UNIVERISTY AVE SUITE A
GAINESVILLE FL 32601

2. Policy Period: From 02/18/15 To 02/18/16
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC

PO BOX 33015
SAN ANTONIO, TX 78265
Producer's Code: 210705

Issuing Office: THE HARTFORD
3600 WISEMAN BLVD.
SAN ANTONIO TX 78251
(877) 287-1312

Total Estimated Annual Premium: \$1,687

Deposit Premium: N/A

Policy Minimum Premium: \$218 FL

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Susan L. Castaneda

Authorized Representative

12/20/14
Date

3. A. **Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: FL

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$100,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$100,000	each employee

C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, US TERRITORIES, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. **This policy includes these endorsements and schedule:**

WC 00 04 21C WC 00 04 22A WC 09 04 03A WC 09 04 07 WC 00 04 14
 WC 00 04 19 WC 09 03 03 WC 09 06 06

4. **The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8820 ATTORNEY - ALL EMPLOYEES & CLERICAL, MESSENGERS, DRIVERS	646,800	.21	1,358
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			1,358
EXPENSE CONSTANT (0900)			200
TERRORISM (9740)	646,800	.020	129
TOTAL ESTIMATED ANNUAL PREMIUM			1,687

Total Estimated Annual Premium:	\$1,687
Deposit Premium:	N/A
Policy Minimum Premium:	\$218 FL

Interstate/Intrastate Identification Number:

Labor Contractors Policy Number:

NAICS: 541110
 SIC: 8111
 UIN:
 NO. OF EMP: 000019



**LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS**

Agency: 700324 Branch: 912 Policy Number: 287365022 Insurance is provided by Continental Casualty Company,
333 S. Wabash Ave. Chicago IL 60604
A Stock Insurance Company.

1. NAMED INSURED AND ADDRESS:
Moody, Salzman & Lash
500 East University Avenue, Suite A
Gainesville, FL 32601

NOTICE TO POLICYHOLDERS:
This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

2. POLICY PERIOD:
Inception: 04/06/2015 Expiration: 04/06/2016
at 12:01 A.M. Standard Time at the address shown above

3. LIMITS OF LIABILITY: Each Claim: \$500,000
Inclusive of Claims Expenses Aggregate: \$1,000,000

Death or Disability and Non-Practicing Each Claim: \$500,000
Extended Reporting Period Limit of Liability: Aggregate: \$1,000,000

4. DEDUCTIBLES: Aggregate: \$5,000
Inclusive of Claims Expenses

5. POLICY PREMIUM:

Annual Premium:	\$9,696.00
Total Amount:	\$9,696.00
<i>Includes CNA Risk Control Credit of</i>	\$- 249.00
<i>Includes Net Protect Premium, see coverage endorsement if applicable</i>	

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:
G-118011-A (Ed. 12/2011), G-118012-A (Ed. 03/1999), G-118024-A (Ed. 04/2008), G-118029-A (Ed. 04/2008), G-118039-A09 (Ed. 09/2012), G-118065-A09 (Ed. 11/2011), G-145184-A (Ed. 06/2003)

7. WHO TO CONTACT: To report a claim:
CNA – Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317
Fax: 866-773-7504 / Online: www.cna.com/claims
Email: SpecialtyProNewLoss@cna.com
Lawyers Claim Reporting Questions: 800-540-0762

Authorized Representative

04/07/2015

Date



Continental Casualty Company
333 S. Wabash Ave.
Chicago, IL 60604

LAWYERS PROFESSIONAL LIABILITY POLICY

ATTORNEY SCHEDULE

Policy Number: 287365022

<u>Name of Each Lawyer</u>	<u>Named Individual Retroactive Date</u>
Anthony Salzman	N/A
C. Gary Moody	N/A
Dominic C. Locigno	02/16/2011
Robert Lash	N/A



NAMED INDIVIDUAL RETROACTIVE DATE ENDORSEMENT

It is understood and agreed that no coverage is afforded under this Policy for any claims by reason of an act or omission committed by any person listed below that occurred prior to date listed opposite such person .

Person	Date
Dominic C. Locono	02/16/2011

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



RETROACTIVE EXCLUSION CLAUSE ENDORSEMENT

It is understood and agreed that Section I, Insuring Agreement, Paragraph A., Coverage, is amended to include a new subparagraph as follows:

- The act or omission occurred on or after 01/01/1972.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



AMENDMENT OF TERMINATION PROVISIONS - FLORIDA

It is understood and agreed that Condition K. Cancellation/Nonrenewal is deleted and replaced in its entirety by the following:

K. Cancellation/Nonrenewal

1. Cancellation

- a. This Policy may be canceled by the **Named Insured** by returning it to the **Company**. The **Named Insured** may also cancel this Policy by written notice to the **Company** stating at what future date cancellation is to be effective.
- b. The **Company** may cancel this Policy by mailing, or by delivery of a written notice of cancellation to the **Named Insured** to the mailing address last known to the **Company**. Notice of cancellation will state the reasons for cancellation and the effective date of cancellation. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **policy period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to mailing. If mailed, proof of mailing shall be sufficient proof of notice.
- c. If this Policy is a new policy and has been in effect for less than 90 days, the **Company** may cancel for any reason by giving notice at least:
 - (1) 10 days before the effective date of cancellation, if the **Company** cancels for nonpayment of premium; or
 - (2) 20 days before the effective date of cancellation, if the **Company** cancels for failure to pay amounts in excess of the limit of the **Company's** liability or within the amount of the deductible or if the **Company** cancels for any other reason, except that the **Company** may cancel immediately if there has been:
 - (a) a material misstatement, misrepresentation or fraud made by the **Named Insured** or with the **Named Insured's** knowledge in obtaining the Policy or in pursuing a **claim** under this Policy; or
 - (b) a failure to comply with the underwriting requirements established by the Insurer.
- d. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy issued by the **Company**, the **Company** may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium; or
 - (2) Material misstatement, misrepresentation or fraud made by the **Named Insured** or with the **Named Insured's** knowledge in obtaining this Policy or in pursuing a **claim** under this Policy; or
 - (3) There has been a substantial change in the risk covered by this Policy; or
 - (4) A failure to comply with underwriting requirements within 90 days of the effective date of coverage; or
 - (5) The cancellation is for all **Insureds** under such Policy for a given class of **Insureds**.
- e. The **Company** will give notice at least:
 - (1) 10 days before the effective date of cancellation, if the **Company** cancels for nonpayment of premium; or
 - (2) 45 days before the effective date, if the **Company** cancels for any other allowable reasons.
- f. If the **Company** cancels this Policy, the earned premium shall be computed pro rata. If the **Named Insured** cancels this Policy, the **Company** shall retain the customary short rate proportion of the premium. The short rate calculation will not be less than 90% of the pro rata unearned premium. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of



unearned premium is not a condition of cancellation. Unearned premium will be returned to the **Named Insured** within fifteen (15) working days of cancellation.

2. Nonrenewal

- a. If the **Company** elects to nonrenew this Policy, the **Company** will mail, or deliver written notice of nonrenewal, including reasons for nonrenewal, to the **Named Insured** to the mailing address last known to the **Company**, at least 45 days prior to the expiration date of this Policy. Delivery (where permitted by law) or such written notice by the **Company** shall be equivalent to mailing. If mailed, proof of mailing shall be sufficient proof of notice.
- b. The offering of terms and conditions different from the expiring terms and conditions does not constitute a refusal to renew.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



LAWYERS PROFESSIONAL LIABILITY POLICY
AMENDATORY ENDORSEMENT - FLORIDA

1. It is understood and agreed that the following special condition is added to the Policy:

Notice: The following telephone number is provided in the event any questions arise regarding this Policy:

1-800-906-9654.

2. It is understood and agreed that Section III., DEFINITIONS, the last paragraph of the definition of **Claim expenses**, is deleted in its entirety and replaced with the following:

Claim expenses with respect to a **claim** will be paid first and payment will reduce the amount available to pay **damages**. **Claim expenses** do not include fees, costs or expenses of employees or officers of the **Company** other than fees, costs and expenses charged by our employed attorneys who may be designated to represent the **Insured**, with the **Insured's** prior consent. Nor shall **claim expenses** include salaries, loss of earnings or other remuneration by or to any **Insured**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CONDITION

The following condition is added to the Policy:

ECONOMIC AND TRADE SANCTIONS CONDITION

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

ENDORSEMENT NUMBER: 5
POLICY NUMBER: 287365022
ISSUED TO: Moody, Salzman & Lash
EFFECTIVE DATE OF ENDORSEMENT: 04/06/2015

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative _____
(No signature is required if this endorsement is issued with the Policy or if it is effective on the Policy Effective Date)