

RESOLUTION NO. 2017-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA TO APPROVE THE RANKING OF THE TOP THREE (3) FIRMS REQUEST FOR QUALIFICATION 2017-08 TO PROVIDE BUILDING PLAN REVIEW AND INSPECTION SERVICES ON AN AS NEEDED BASIS AND TO AUTHORIZE THE APPROPRIATE CITY OFFICIAL TO NEGOTIATE AND EXECUTE CONTRACTS WITH THE THREE (3) TOP RANKED FIRMS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City of Parkland ("City") purchasing guidelines, the City advertised the Request for Qualification ("RFQ") #2017-08 entitled, for the purposes of having pre-qualified firms to provide building plan examination and inspection services on an as needed basis; and

WHEREAS, a total of three (3) proposals were received attached on "Exhibit A"; and

WHEREAS, an Evaluation Committee consisting of the Director of Development Service/City Engineer, Director of Public Works and Interim Building Official was then appointed to review the three (3) proposals using the criteria set forth in the RFQ; and

WHEREAS, the three (3) firms were then brought in for evaluation and ranking of the proposals by the Evaluation Committee; and

WHEREAS, upon conclusion of the evaluation meeting, the Evaluation Committee members ranked the firms as follows:

	Company Name
1	Calvin Giordano and Associates Inc.
2	CAP Government Inc.
3	Bureau Veritas

WHEREAS, the City's procurement process dictates that final ranking of RFQ is performed by the City Commission; and

WHEREAS, after consideration of the Evaluation Committee ranking and information provided within the RFQ, the City Commission hereby ranks the proposal as follow:

	Company Name
1	Calvin Giordano and Associates Inc.
2	CAP Government Inc.
3	Bureau Veritas

WHEREAS, staff recommends that the City utilize the services of the three (3) firms for the purposes of ensuring the City is in the best position to meet the resident's needs; and

WHEREAS, upon final ranking approval, the City Commissioner authorizes the Appropriate City Official to negotiate and execute contracts with the top (3) ranked firms.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY

45 **OF PARKLAND, FLORIDA AS FOLLOWS:**

46
47 **Section 1.** The foregoing "WHEREAS" clauses are confirmed and ratified as being true
48 and correct and are hereby incorporated herein. All exhibits attached hereto are hereby
49 incorporated herein.

50
51 **Section 2.** The City Commission hereby adopts the ranking of the top three (3) ranked
52 firms according to the order as outline in "Exhibit B" attached hereto.

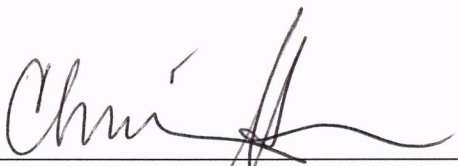
53
54 **Section 3.** In the event that the City Manager and any top three (3) ranked firms are
55 unable to mutually agree on terms, conditions and fees, the City Manager is hereby to
56 discontinue negotiation with such firm.

57
58 **Section 4.** All agreements shall be reviewed and approved by the City Attorney prior to
59 the City's execution.

60
61 **Section 5.** This Resolution effective immediately upon adoption.

62
63
64 PASSED AND ADOPTED THIS 15th DAY OF February, 2017.

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66
67 **CITY OF PARKLAND, FLORIDA**

68
69
70 
71 **CHRISTINE HUNSCHOFSKY**
72 **MAYOR**

73 ATTEST:

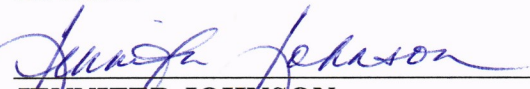
74 
75
76 **JENNIFER JOHNSON**
77 **CITY CLERK**

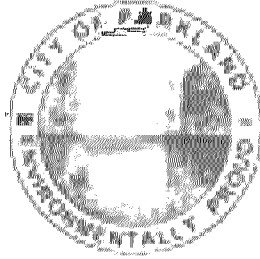




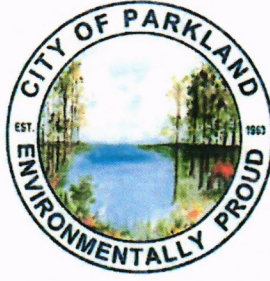
EXHIBIT A
RFQ 2017-08
BUILDING PLAN REVIEW AND INSPECTION SERVICES

Firm Name
Calvin Giordano and Associates Inc.
CAP Government Inc.
Bureau Veritas

City of Parkland
Evaluation of RFP 2016-03
Engineering Evaluation



Firm Name	Total Points	Awarded Points	Rank
Calvin Giordano and Associates Inc.	300	257	1
CAP Government Inc.	300	242	2
Bureau Veritas	300	220	3



AGREEMENT BETWEEN

CITY OF PARKLAND

AND

(BUREAU VERITAS NORTH AMERICA, INC.)

FOR

BUILDING PLAN REVIEW AND INSPECTION SERVICES

February 2017

6600 University Drive, Parkland, Florida 33067

(954)753-5040



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BUILDING PLAN REVIEW AND INSPECTION SERVICES

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EXECUTION PAGE

CITY
CONSULTANT

EXHIBITS

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EXHIBIT "B" RATE FEE SCHEDULE

Agreement Between



**CITY OF PARKLAND
and
(BUREAU VERITAS NORTH AMERICA, INC)**

for

BUILDING PLAN REVIEW AND INSPECTION SERVICES

This is an agreement between the CITY OF PARKLAND, a municipal corporation of the State of Florida, (hereinafter the "CITY");

AND

BUREAU VERITAS NORTH AMERICA, INC., its successors and assigns, (hereinafter the "CONSULTANT").

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments herein after set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

1.1 - COMMISSION: The City Commission of the City of Parkland, which is the governing body of the municipal government created by the Parkland City Charter.

1.2 - CONSULTANT: BUREAU VERITAS NORTH AMERICA, INC. (BVNA) is the consultant selected to perform the services pursuant to this Agreement.

1.3 - CONTRACT ADMINISTRATOR: Hereinafter defined as The Building Official, or his/her designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 - CONSULTANT: The person, firm, corporation or other entity who enters into an agreement with CITY to perform the construction work for the Tasks.

1.5 - CITY: City of Parkland, a municipal corporation of the State of Florida.

1.6 - NOTICE TO PROCEED: A written notice to proceed with the Tasks issued by the CONTRACT ADMINISTRATOR.

1.7 - TASKS: On-going Building Plan Review and Inspection Services.

ARTICLE 2 - PREAMBLE

2.1 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and CITY as authorized by the Commission, and this Agreement incorporates the results of such negotiations.

2.2 CONSULTANT is one of three building plan review and inspection consultants the CITY may choose for the services set forth herein and shall have no expectation or property rights in receiving any CITY



work.

- 2.3 CONSULTANT shall serve as an independent consultant and is not an employee or agent of CITY.

ARTICLE 3 - SCOPE OF SERVICES

- 3.1 CONSULTANT shall provide professional building plan review and inspection consulting services as described in Exhibit "A", attached, hereto and made a part thereof.
- 3.2 CONSULTANT agrees to meet with CITY at reasonable times and with reasonable notice.

ARTICLE 4 – TERM AND TIME FOR PERFORMANCE

- 4.1 The term of this Agreement shall be for a period of three (3) years. The CITY may renew the Agreement(s) for one successive two year renewal option, subject to acceptance by CONSULTANT, and satisfactory performance and determination by CITY that renewal will be in the best interest of the CITY. This Agreement may be terminated as set forth in Section 8.2 below.
- 4.2 CONSULTANT shall start to perform the services described in Exhibit "A" upon issuance of Notice to Proceed, and services shall be completed on a task to task basis. The time of completion of each task shall be stipulated on each work authorization based on the complexity of each assignment.
- 4.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a NOTICE TO PROCEED. CONSULTANT must receive written approval from the CONTRACT ADMINISTRATOR prior to beginning the performance of services in this Agreement.
- 4.4.1 The decision to employ the CONSULTANT on any tasks or task shall be within the sole and absolute discretion of the CITY.

ARTICLE 5 - COMPENSATION AND METHOD OF PAYMENT

5.1 - GENERAL

CITY agrees to pay CONSULTANT as compensation for its all inclusive services including all reimbursable, and miscellaneous work under the terms of this Agreement. The fee for the services to be performed by CONSULTANT including all costs, expenses and fees, including reimbursable is to be paid on an hourly basis for direct salary costs of personnel working on the tasks.

5.2 - BILLING COSTS

The term billing costs as used herein shall mean the hourly rate as shown on Exhibit "B", attached hereto and made a part hereof, paid to all personnel engaged directly on the TASKS including, but not limited to, principals, architects, engineers, draftsmen and clerks, which includes the following: 1) a fringe benefits factor which includes sick leave, vacation, holiday, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, and medical and insurance benefits; 2) an overhead factor; and 3) an operating profit margin. Said billing costs are to be used only for time directly attributable to the TASKS. A detailed breakdown of these costs shall be kept current and readily accessible to CITY. All such records shall be considered public record and shall be preserved as required by Chapter 119, Florida Statutes.

The hourly rates shown on Exhibit "B" shall hold firm for the term of the Agreement. However, should CITY and CONSULTANT choose to renew this Agreement as provided for in Section 4.1 hereof, CONSULTANT may adjust rates based on the increase in the Consumer Price Index for the southeast region of the United States for the previous one year period.

5.3 - METHOD OF BILLING AND PAYMENT



5.3.1 CONSULTANT may submit bills at the completion and approval of each task or for partial completion of each task on a pro rata basis. However, requests for payment shall not be made more frequently than on a monthly basis. All bills for payment shall designate the nature of the work performed.

5.3.2 CITY shall pay CONSULTANT within thirty (30) calendar days after approval of CONSULTANT'S correct statement by CONTRACT ADMINISTRATOR.

5.4 - PAYMENT WILL BE MADE TO CONSULTANT AT:

BUREAU VERITAS NORTH AMERICA, INC.
LOCKBOX FILE 841566
P.O. BOX 841566
DALLAX, TX 75284-1566

ARTICLE 6 – ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

6.1 CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be made in writing prior to any deviation from the terms of this Agreement including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services on the basis provided for in Section 5.2 hereof.

ARTICLE 7- CITY'S RESPONSIBILITIES

- 7.1 CITY shall furnish to CONSULTANT available data including existing plans; property boundary, easement, and rights-of-way sketches. CONSULTANT shall be responsible for authenticating information and securing any additional data required for the performance of consultant services.
- 7.2 CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 7.3 CITY shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, and may obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 7.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services.

ARTICLE 8 – MISCELLANEOUS

8.1 – OWNERSHIP OF DOCUMENTS

Drawings, CAD files, specifications, designs, models, photographs, reports, surveys and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the TASKS for which they are made is completed. In reusing documents CONSULTANT shall remove all references to the name City of Parkland.

All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the CONSULTANT are related exclusively to the services described herein. They are not intended or represented to be suitable for partial use or reuse by the CITY or others on extensions of these tasks or on any other tasks. Any modifications made by the CITY to any of the CONSULTANT's documents,



including without limitation the partial use of the CONSULTANT's documents, or any reuse without written verification or adaption by the CONSULTANT to specific purposes intended will be at the CITY's sole risk and without liability or legal exposure to the CONSULTANT

8.2 – TERMINATION

This Agreement may be terminated by either party for cause upon 15 days written notice. The notice shall set forth the grounds for cause. The City may, at any time terminate this agreement without cause for convenience upon 20 days written notice. In the event of termination for convenience, CONSULTANT shall be paid its compensation for services performed to termination date including costs associated with reproducing and/or returning files, materials, and documents as requested by the CITY.

In the event that CONSULTANT abandons this Agreement or causes it to be terminated by CITY, CONSULTANT shall indemnify CITY against any loss pertaining acts prior to termination. Additionally, in the event of any termination of the agreement Consultant shall have the obligation to assist the City in effecting a smooth transition to another Building Plan Review and Inspection Services Consultant. All finished or unfinished documents, data, studies, surveys, drawings, CAD files, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered within five (5) calendar days by CONSULTANT to CITY after receipt of payment therefore as enumerated in Section 8.2.

8.3 – RECORDS

CONSULTANT shall comply with Chapter 119, the Public Records Act. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT City Clerk, Office of the City Clerk, 6600 University Drive, Parkland, FL 33067; (954) 757-4132; cityclerk@cityofparkland.org

CONSULTANT shall keep such records and accounts and require any and all consultants and sub-consultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the TASKS and any expenses for which CONSULTANT expects to be reimbursed.

Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for CITY'S disallowance of any fees or expenses based upon such entries.

8.4 – EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

8.5 – PUBLIC ENTITY CRIMES ACT

In accordance with Section 287.133, Florida Statutes, CONSULTANT, through execution of this agreement, certifies that it is not listed on the convicted vendors list maintained by the State of Florida Department of General Services.

8.6 – NO CONTINGENT FEE

- a. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it



has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability and at CITY'S sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

- b. Through execution of this agreement CONSULTANT agrees that it will not accept assignments from other entities to perform work within the corporate limits of the City. Additionally, CONSULTANT will endeavor to eliminate any situations that would create any conflicts of interest with regard to its performance of work under this agreement.

8.7 - SUBCONSULTANT

In the event CONSULTANT, during the term of this Agreement, requires the services of any sub-consultants or other professional associates in connection with services covered under this Agreement, CONSULTANT must secure the prior written approval of the Contract Administrator.

8.8 - ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONSULTANT, under any circumstances, without the prior written consent of CITY.

8.9 – AUTHORIZED REPRESENTATIVE

CONSULTANT hereby appoints **ERIC WOODS** as its authorized representative.

8.10 - INDEMNIFICATION OF CITY

8.10.2 CONSULTANT shall at all times hereafter, indemnify and hold harmless and defend CITY, its agents, officers and employees from and against liabilities, claims, causes of action, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent such were caused by the negligence, recklessness, or intentional wrongful conduct of CONSULTANT and any other persons employed or utilized by CONSULTANT in the performance of services under this Agreement.

8.10.2 CONSULTANT acknowledges and agrees that CITY would not enter into this contract without this indemnification of CITY by CONSULTANT, and that CITY'S entering into this contract shall constitute good and sufficient consideration for this indemnification, further 1% of all payments shall be deemed compensation for this indemnity. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

8.11 - INSURANCE

CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance.

Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall specifically protect CITY by naming the CITY OF PARKLAND as additional insured under the Comprehensive General Liability Insurance Policy hereinafter described. The Professional Liability Insurance Policy or certificate shall reference these TASKS.



8.11.1 Professional Liability Insurance: The limits of liability provided by such policy shall be no less than One Million (\$1,000,000) Dollars for single occurrence and Two Million (\$2,000,000) Dollars in the aggregate

8.11.2 Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and all applicable federal laws.

Notice of Cancellation and/or Restriction: The policy (ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

8.11.3 Comprehensive General Liability Insurance with minimum limits of One Million Dollars (1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or Operations.

Independent CONSULTANTS.

Broad Form Property Damage.

Broad Form Contractual Coverage applicable to this specific Agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The CITY OF PARKLAND is to be named as additional insured with respect to liability arising out of operations performed for CITY by or on behalf of CONSULTANT or acts or omissions of CONSULTANT in connection with such operation.

Notice of Cancellation and/or Restriction: The policy (ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

8.11.4 Business Automobile Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles.

Hired and non-owned vehicles.

Employers' non-ownership.

Notice of Cancellation and/or Restriction: The policy (ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

8.11.5 CONSULTANT shall provide to CITY prior to the issuance of the NOTICE TO PROCEED a Certificate of Insurance or a copy of all insurance policies required by Section 8.10 including any subsection thereunder. CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy.



8.12 - REPRESENTATIVE OF CITY AND CONSULTANT

- 8.12.1 The parties recognize that questions in the day-to-day conduct of the TASKS will arise. The CONTRACT ADMINISTRATOR, upon CONSULTANT'S request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the TASKS shall be addressed.
- 8.12.2 CONSULTANT has informed CONTRACT ADMINISTRATOR that **ERIC WOODS**, will be CONSULTANT'S representative to whom matters involving the conduct of the TASKS shall be addressed.

8.13- ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document.

8.14 - NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph.

For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF PARKLAND
WILLIAM TRACY
BUILDING OFFICIAL
CITY OF PARKLAND
6600 UNIVERSITY DRIVE
PARKLAND, FL 33067

WITH A COPY TO:
ANDREW MAURODIS
CITY ATTORNEY
CITY OF PARKLAND
6600 UNIVERSITY DRIVE
PARKLAND, FL 33067

FOR CONSULTANT:
ISAM HASENIN P.E., C.B.O.
CHIEF OPERATING OFFICER
BUREAU VERITAS NORTH AMERICA, INC.
1601 SAWGRASS CORPORATE PARKWAY, SUITE 400
FORT LAUDERDALE, FLORIDA 33323

8.15 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which CITY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustment shall be made within one (1) year following the end of this Agreement.



IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this 1st day of March, 2017.

CITY OF PARKLAND,
A municipal corporation
Of the State of Florida

ATTEST:

Jennifer Johnson
CITY CLERK, JENNIFER JOHNSON



BY:

Nancy Morando
CITY MANAGER, NANCY MORANDO

ENDORSED AS TO FORM & LEGALITY:

[Signature]
CITY ATTORNEY

CONSULTANT:

(CORPORATE SEAL)

WITNESSES:

BY:

[Signature]
Signature

Isam Hasenin P.E., C.B.O.

Typed Name

Chief Operating Officer

Title

SWORN TO and SUBSCRIBED before me this 1 day of March, 2017.

(Seal)

Mary E. Reagor
My Commission Expires: 7/12/2018

Notary Public

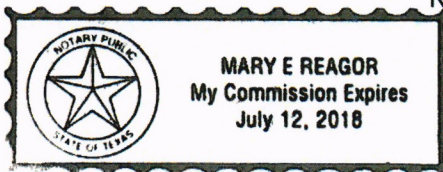




EXHIBIT "A"

SCOPE OF SERVICES

The scope of services requested via the terms of solicitation for RFQ 2017-08

- Building Official
- Assistant Building Official
- Structural inspections and plan examination services
- Electrical inspections and plan examination services
- Mechanical inspections and plan examination services
- Plumbing inspections and plan examination services
- Floodplain Management
- Landscaping inspections and plan examination services
- Zoning inspections and plan examination services
- Engineering inspections and plan examination services

The City also requested a last rate item for permit technician assistance. All services reordered shall be on an as needed basis and of Florida Statutes 468, Part XII, and Broward County Administrative Provisions to the 5th Edition (2014) Florida Building Code.



EXHIBIT "B"
RATE FEE SCHEDULE

BUREAU VERITAS NORTH AMERICA, INC		
Plans Review		
Items	Rate Per Hour	Overtime Rate Per Hour
BUILDING OFFICIAL	\$85.00	\$127.50
STRUCTURAL	\$69.00	\$103.50
ELECTRICAL	\$69.00	\$103.50
MECHANICAL	\$69.00	\$103.50
PLUMBING	\$69.00	\$103.50
ENGINEERING	\$75.00	\$112.50
LANDSCAPING	\$75.00	\$112.50
Inspections		
Items	Rate Per Hour	Overtime Rate Per Hour
STRUCTURAL	\$69.00	\$103.50
ELECTRICAL	\$69.00	\$103.50
MECHANICAL	\$69.00	\$103.50
PLUMBING	\$69.00	\$103.50
ENGINEERING	\$75.00	\$112.50
LANDSCAPING	\$75.00	\$112.50
Miscellaneous		
Items	Rate Per Hour	Overtime Rate Per Hour
PERMIT TECHNICIAN	\$22.00	\$33.00
FLOODPLAIN MANAGER	\$80.00	\$120.00
EMERGENCY MANAGEMENT	\$80.00	\$120.00



AGREEMENT BETWEEN

CITY OF PARKLAND

AND

(CALVIN, GIORDANO & ASSOCIATES, INC.)

FOR

BUILDING PLAN REVIEW AND INSPECTION SERVICES

February 2017

6600 University Drive, Parkland, Florida 33067

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EXECUTION PAGE

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EXHIBITS

EXHIBIT "A" SCOPE OF SERVICE
EXHIBIT "B" RATE FEE SCHEDULE

Agreement Between



CITY OF PARKLAND
and
(CALVIN, GIORDANO & ASSOCIATES, INC.)

for

BUILDING PLAN REVIEW AND INSPECTION SERVICES

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AND

CALVIN, GIORDANO & ASSOCIATES, INC., its successors and assigns, (hereinafter the "CONSULTANT").

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For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

1.1 - COMMISSION: The City Commission of the City of Parkland, which is the governing body of the municipal government created by the Parkland City Charter.

1.2 - CONSULTANT: CALVIN, GIORDANO & ASSOCIATES, INC., is the consultant selected to perform the services pursuant to this Agreement.

1.3 - CONTRACT ADMINISTRATOR: Hereinafter defined as The Building Official, or his/her designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 - CONSULTANT: The person, firm, corporation or other entity who enters into an agreement with CITY to perform the construction work for the Tasks.

1.5 - CITY: City of Parkland, a municipal corporation of the State of Florida.

1.6 - NOTICE TO PROCEED: A written notice to proceed with the Tasks issued by the CONTRACT ADMINISTRATOR.

1.7 - TASKS: On-going Building Plan Review and Inspection Services.

ARTICLE 2 - PREAMBLE

2.1 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and CITY as authorized by the Commission, and this Agreement incorporates the results of such negotiations.

2.2 CONSULTANT is one of three building plan review and inspection consultants the CITY may choose for the services set forth herein and shall have no expectation or property rights in receiving any CITY



work.

- 2.3 CONSULTANT shall serve as an independent consultant and is not an employee or agent of CITY.

ARTICLE 3 - SCOPE OF SERVICES

- 3.1 CONSULTANT shall provide professional building plan review and inspection consulting services as described in Exhibit "A", attached, hereto and made a part thereof.
- 3.2 CONSULTANT agrees to meet with CITY at reasonable times and with reasonable notice.

ARTICLE 4 – TERM AND TIME FOR PERFORMANCE

- 4.1 The term of this Agreement shall be for a period of three (3) years. The CITY may renew the Agreement(s) for one successive two year renewal option, subject to acceptance by CONSULTANT, and satisfactory performance and determination by CITY that renewal will be in the best interest of the CITY. This Agreement may be terminated as set forth in Section 8.2 below.
- 4.2 CONSULTANT shall start to perform the services described in Exhibit "A" upon issuance of Notice to Proceed, and services shall be completed on a task to task basis. The time of completion of each task shall be stipulated on each work authorization based on the complexity of each assignment.
- 4.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a NOTICE TO PROCEED. CONSULTANT must receive written approval from the CONTRACT ADMINISTRATOR prior to beginning the performance of services in this Agreement.
- 4.4.1 The decision to employ the CONSULTANT on any tasks or task shall be within the sole and absolute discretion of the CITY.

ARTICLE 5 - COMPENSATION AND METHOD OF PAYMENT

5.1 - GENERAL

CITY agrees to pay CONSULTANT as compensation for its all inclusive services including all reimbursable, and miscellaneous work under the terms of this Agreement. The fee for the services to be performed by CONSULTANT including all costs, expenses and fees, including reimbursable is to be paid on an hourly basis for direct salary costs of personnel working on the tasks.

5.2 - BILLING COSTS

The term billing costs as used herein shall mean the hourly rate as shown on Exhibit "B", attached hereto and made a part hereof, paid to all personnel engaged directly on the TASKS including, but not limited to, principals, architects, engineers, draftsmen and clerks, which includes the following: 1) a fringe benefits factor which includes sick leave, vacation, holiday, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, and medical and insurance benefits; 2) an overhead factor; and 3) an operating profit margin. Said billing costs are to be used only for time directly attributable to the TASKS. A detailed breakdown of these costs shall be kept current and readily accessible to CITY. All such records shall be considered public record and shall be preserved as required by Chapter 119, Florida Statutes.

The hourly rates shown on Exhibit "B" shall hold firm for the term of the Agreement. However, should CITY and CONSULTANT choose to renew this Agreement as provided for in Section 4.1 hereof, CONSULTANT may adjust rates based on the increase in the Consumer Price Index for the southeast region of the United States for the previous one year period.

5.3 - METHOD OF BILLING AND PAYMENT



5.3.1 CONSULTANT may submit bills at the completion and approval of each task or for partial completion of each task on a pro rata basis. However, requests for payment shall not be made more frequently than on a monthly basis. All bills for payment shall designate the nature of the work performed.

5.3.2 CITY shall pay CONSULTANT within thirty (30) calendar days after approval of CONSULTANT'S correct statement by CONTRACT ADMINISTRATOR.

5.4 - PAYMENT WILL BE MADE TO CONSULTANT AT:

DENNIS GIORDANO
CALVIN, GIORDANO & ASSOCIATES, INC.
1800 ELLER DRIVE, SUITE 600
FORT LAUDERDALE, FLORIDA 33316

ARTICLE 6 – ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

6.1 CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be made in writing prior to any deviation from the terms of this Agreement including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services on the basis provided for in Section 5.2 hereof.

ARTICLE 7- CITY'S RESPONSIBILITIES

- 7.1 CITY shall furnish to CONSULTANT available data including existing plans; property boundary, easement, and rights-of-way sketches. CONSULTANT shall be responsible for authenticating information and securing any additional data required for the performance of consultant services.
- 7.2 CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 7.3 CITY shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, and may obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 7.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services.

ARTICLE 8 – MISCELLANEOUS

8.1 – OWNERSHIP OF DOCUMENTS

Drawings, CAD files, specifications, designs, models, photographs, reports, surveys and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the TASKS for which they are made is completed. In reusing documents CONSULTANT shall remove all references to the name City of Parkland.

All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the CONSULTANT are related exclusively to the services described herein. They are not intended or represented to be suitable for partial use or reuse by the CITY or others on extensions of these tasks or on any other tasks. Any modifications made by the CITY to any of the CONSULTANT's documents, including without limitation the partial use of the CONSULTANT's documents, or any reuse without written



verification or adaption by the CONSULTANT to specific purposes intended will be at the CITY's sole risk and without liability or legal exposure to the CONSULTANT

8.2 – TERMINATION

This Agreement may be terminated by either party for cause upon 15 days written notice. The notice shall set forth the grounds for cause. The City may, at any time terminate this agreement without cause for convenience upon 20 days written notice. In the event of termination for convenience, CONSULTANT shall be paid its compensation for services performed to termination date including costs associated with reproducing and/or returning files, materials, and documents as requested by the CITY.

In the event that CONSULTANT abandons this Agreement or causes it to be terminated by CITY, CONSULTANT shall indemnify CITY against any loss pertaining acts prior to termination. Additionally, in the event of any termination of the agreement Consultant shall have the obligation to assist the City in effecting a smooth transition to another Building Plan Review and Inspection Services Consultant. All finished or unfinished documents, data, studies, surveys, drawings, CAD files, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered within five (5) calendar days by CONSULTANT to CITY after receipt of payment therefore as enumerated in Section 8.2.

8.3 – RECORDS

CONSULTANT shall comply with Chapter 119, the Public Records Act. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT City Clerk, Office of the City Clerk, 6600 University Drive, Parkland, FL 33067; (954) 757-4132; cityclerk@cityofparkland.org

CONSULTANT shall keep such records and accounts and require any and all consultants and sub-consultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the TASKS and any expenses for which CONSULTANT expects to be reimbursed.

Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for CITY'S disallowance of any fees or expenses based upon such entries.

8.4 – EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

8.5 – PUBLIC ENTITY CRIMES ACT

In accordance with Section 287.133, Florida Statutes, CONSULTANT, through execution of this agreement, certifies that it is not listed on the convicted vendors list maintained by the State of Florida Department of General Services.

8.6 – NO CONTINGENT FEE

- a. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona



fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability and at CITY'S sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

- b. Through execution of this agreement CONSULTANT agrees that it will not accept assignments from other entities to perform work within the corporate limits of the City. Additionally, CONSULTANT will endeavor to eliminate any situations that would create any conflicts of interest with regard to its performance of work under this agreement.

8.7 - SUBCONSULTANT

In the event CONSULTANT, during the term of this Agreement, requires the services of any sub-consultants or other professional associates in connection with services covered under this Agreement, CONSULTANT must secure the prior written approval of the Contract Administrator.

8.8 - ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONSULTANT, under any circumstances, without the prior written consent of CITY.

8.9 – AUTHORIZED REPRESENTATIVE

CONSULTANT hereby appoints **NORM BRUHN** as its authorized representative.

8.10 - INDEMNIFICATION OF CITY

8.10.2 CONSULTANT shall at all times hereafter, indemnify and hold harmless and defend CITY, its agents, officers and employees from and against liabilities, claims, causes of action, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent such were caused by the negligence, recklessness, or intentional wrongful conduct of CONSULTANT and any other persons employed or utilized by CONSULTANT in the performance of services under this Agreement.

8.10.2 CONSULTANT acknowledges and agrees that CITY would not enter into this contract without this indemnification of CITY by CONSULTANT, and that CITY'S entering into this contract shall constitute good and sufficient consideration for this indemnification, further 1% of all payments shall be deemed compensation for this indemnity. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

8.11 - INSURANCE

CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance.

Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall specifically protect CITY by naming the CITY OF PARKLAND as additional insured under the Comprehensive General Liability Insurance Policy hereinafter described. The Professional Liability Insurance Policy or certificate shall reference these TASKS.

8.11.1 Professional Liability Insurance: The limits of liability provided by such policy shall be no less



than One Million (\$1,000,000) Dollars for single occurrence and Two Million (\$2,000,000) Dollars in the aggregate

- 8.11.2 Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and all applicable federal laws.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

- 8.11.3 Comprehensive General Liability Insurance with minimum limits of One Million Dollars (1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or Operations.

Independent CONSULTANTS.

Broad Form Property Damage.

Broad Form Contractual Coverage applicable to this specific Agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The CITY OF PARKLAND is to be named as additional insured with respect to liability arising out of operations performed for CITY by or on behalf of CONSULTANT or acts or omissions of CONSULTANT in connection with such operation.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

- 8.11.4 Business Automobile Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles.

Hired and non-owned vehicles.

Employers' non-ownership.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

- 8.11.5 CONSULTANT shall provide to CITY prior to the issuance of the NOTICE TO PROCEED a Certificate of Insurance or a copy of all insurance policies required by Section 8.10 including any subsection thereunder. CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

8.12 - REPRESENTATIVE OF CITY AND CONSULTANT



- 8.12.1 The parties recognize that questions in the day-to-day conduct of the TASKS will arise. The CONTRACT ADMINISTRATOR, upon CONSULTANT'S request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the TASKS shall be addressed.
- 8.12.2 CONSULTANT has informed CONTRACT ADMINISTRATOR that **NORM BRUHN**, will be CONSULTANT'S representative to whom matters involving the conduct of the TASKS shall be addressed.

8.13- ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document.

8.14 - NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph.

For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF PARKLAND

WILLIAM TRACY
BUILDING OFFICIAL
CITY OF PARKLAND
6600 UNIVERSITY DRIVE
PARKLAND, FL 33067

WITH A COPY TO:

ANDREW MAURODIS
CITY ATTORNEY
CITY OF PARKLAND
6600 UNIVERSITY DRIVE
PARKLAND, FL 33067

FOR CONSULTANT:

DENNIS GIORDANO
CALVIN, GIORDANO & ASSOCIATES, INC.
1800 ELLER DRIVE, SUITE 600
FORT LAUDERDALE, FLORIDA 33316

8.15 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which CITY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustment shall be made within one (1) year following the end of this Agreement.



IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this 1st day of March, 2017.

CITY OF PARKLAND,
A municipal corporation
of the State of Florida

ATTEST:

Jennifer Johnson
CITY CLERK, JENNIFER JOHNSON

BY:

Nancy Morando

CITY MANAGER, NANCY MORANDO



ENDORSED AS TO FORM & LEGALITY:

[Signature]
CITY ATTORNEY

CONSULTANT:

(CORPORATE SEAL)

WITNESSES:

Dawn Hopkins
Randy [Signature]

BY:

[Signature]

Signature

Chris Giordano

Typed Name

Treasurer

Title

SWORN TO and SUBSCRIBED before me this 14 day of February, 2017.

(Seal)

Sara R. Blumkin

My Commission Expires:



Notary Public



EXHIBIT "A"

SCOPE OF SERVICES

The scope of services requested via the terms of solicitation for RFQ 2017-08

- Building Official
- Assistant Building Official
- Structural inspections and plan examination services
- Electrical inspections and plan examination services
- Mechanical inspections and plan examination services
- Plumbing inspections and plan examination services
- Floodplain Management
- Landscaping inspections and plan examination services
- Zoning inspections and plan examination services
- Engineering inspections and plan examination services

The City also requested a last rate item for permit technician assistance. All services reordered shall be on an as needed basis and of Florida Statutes 468, Part XII, and Broward County Administrative Provisions to the 5th Edition (2014) Florida Building Code.



EXHIBIT "B"

RATE FEE SCHEDULE

CALVIN, GIORDANO & ASSOCIATES, INC		
Plans Review		
Items	Rate Per Hour	Overtime Rate Per Hour
BUILDING OFFICIAL	\$110.00	\$165.00
STRUCTURAL	\$90.00	\$135.00
ELECTRICAL	\$90.00	\$135.00
MECHANICAL	\$90.00	\$135.00
PLUMBING	\$90.00	\$135.00
ENGINEERING	\$100.00	\$145.00
LANDSCAPING	\$115.00	\$167.50
Inspections		
Items	Rate Per Hour	Overtime Rate Per Hour
STRUCTURAL	\$80.00	\$120.00
ELECTRICAL	\$80.00	\$120.00
MECHANICAL	\$80.00	\$120.00
PLUMBING	\$80.00	\$120.00
ENGINEERING	\$90.00	\$135.00
LANDSCAPING	\$105.00	\$157.50
Miscellaneous		
Items	Rate Per Hour	Overtime Rate Per Hour
PERMIT TECHNICIAN	\$75.00	\$112.50
FLOODPLAIN MANAGER	\$110.00	\$165.00
EMERGENCY MANAGEMENT	\$90.00	\$135.00



CERTIFICATE OF LIABILITY INSURANCE

CALVI-2

OP ID: AY

DATE (MM/DD/YYYY)

02/14/2017

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Eric Martin Woodling		CONTACT NAME: PHONE (A/C, No, Ext): 954-776-2222 FAX (A/C, No): 954-776-4446 E-MAIL ADDRESS:	
INSURED Calvin, Giordano & Assoc, Inc. Attn: Dennis Giordano 1800 Eller Drive #600 Ft. Lauderdale, FL 33316		INSURER(S) AFFORDING COVERAGE INSURER A: Nat'l Fire Ins Co of Hartford INSURER B: Transportation Insurance Co. INSURER C: Valley Forge Ins. Co. INSURER D: Continental Insurance Co. INSURER E: Landmark American Ins. Co. INSURER F:	
		NAIC # 20478 20494 20508 35289 33138	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		GL6045487663	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			C6043661816	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUE6043661850	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC6043661847	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Prof Liability Claims Made			LHR75062 RETRO DATE 8/27/1959	08/27/2016	08/27/2017	Occ/Aggr \$ 2,000,000 Deductibl 200,000

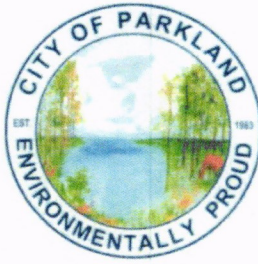
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Building Plan Review and Inspection Services
The City of Parkland is additional insured as respects the General Liability if required by written contract. 30 days notice of cancellation applies except 10 days for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

PARKLND City of Parkland Attn: Sowande Johnson P.E. 6600 University Drive Parkland, FL 33067	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 
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AGREEMENT BETWEEN

CITY OF PARKLAND

AND

(CAP GOVERNMENT INC.)

FOR

BUILDING PLAN REVIEW AND INSPECTION SERVICES

February 2017

6600 University Drive, Parkland, Florida 33067

(954)753-5040



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BUILDING PLAN REVIEW AND INSPECTION SERVICES

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EXECUTION PAGE

CITY
CONSULTANT

EXHIBITS

EXHIBIT "A" SCOPE OF SERVICE
EXHIBIT "B" RATE FEE SCHEDULE

Agreement Between



**CITY OF PARKLAND
and
(CAP GOVERNMENT INC.)**

for

BUILDING PLAN REVIEW AND INSPECTION SERVICES

This is an agreement between the CITY OF PARKLAND, a municipal corporation of the State of Florida, (hereinafter the "CITY");

AND

CAP GOVERNMENT INC., its successors and assigns, (hereinafter the "CONSULTANT").

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments herein after set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

1.1 - COMMISSION: The City Commission of the City of Parkland, which is the governing body of the municipal government created by the Parkland City Charter.

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- 3.2 CONSULTANT agrees to meet with CITY at reasonable times and with reasonable notice.

ARTICLE 4 – TERM AND TIME FOR PERFORMANCE

- 4.1 The term of this Agreement shall be for a period of three (3) years. The CITY may renew the Agreement(s) for one successive two year renewal option, subject to acceptance by CONSULTANT, and satisfactory performance and determination by CITY that renewal will be in the best interest of the CITY. This Agreement may be terminated as set forth in Section 8.2 below.
- 4.2 CONSULTANT shall start to perform the services described in Exhibit "A" upon issuance of Notice to Proceed, and services shall be completed on a task to task basis. The time of completion of each task shall be stipulated on each work authorization based on the complexity of each assignment.
- 4.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a NOTICE TO PROCEED. CONSULTANT must receive written approval from the CONTRACT ADMINISTRATOR prior to beginning the performance of services in this Agreement.
- 4.4.1 The decision to employ the CONSULTANT on any tasks or task shall be within the sole and absolute discretion of the CITY.

ARTICLE 5 - COMPENSATION AND METHOD OF PAYMENT

5.1 - GENERAL

CITY agrees to pay CONSULTANT as compensation for its all inclusive services including all reimbursable, and miscellaneous work under the terms of this Agreement. The fee for the services to be performed by CONSULTANT including all costs, expenses and fees, including reimbursable is to be paid on an hourly basis for direct salary costs of personnel working on the tasks.

5.2 - BILLING COSTS

The term billing costs as used herein shall mean the hourly rate as shown on Exhibit "B", attached hereto and made a part hereof, paid to all personnel engaged directly on the TASKS including, but not limited to, principals, architects, engineers, draftsmen and clerks, which includes the following: 1) a fringe benefits factor which includes sick leave, vacation, holiday, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, and medical and insurance benefits; 2) an overhead factor; and 3) an operating profit margin. Said billing costs are to be used only for time directly attributable to the TASKS. A detailed breakdown of these costs shall be kept current and readily accessible to CITY. All such records shall be considered public record and shall be preserved as required by Chapter 119, Florida Statutes.

The hourly rates shown on Exhibit "B" shall hold firm for the term of the Agreement. However, should CITY and CONSULTANT choose to renew this Agreement as provided for in Section 4.1 hereof, CONSULTANT may adjust rates based on the increase in the Consumer Price Index for the southeast region of the United States for the previous one year period.

5.3 - METHOD OF BILLING AND PAYMENT



5.3.1 CONSULTANT may submit bills at the completion and approval of each task or for partial completion of each task on a pro rata basis. However, requests for payment shall not be made more frequently than on a monthly basis. All bills for payment shall designate the nature of the work performed.

5.3.2 CITY shall pay CONSULTANT within thirty (30) calendar days after approval of CONSULTANT'S correct statement by CONTRACT ADMINISTRATOR.

5.4 - PAYMENT WILL BE MADE TO CONSULTANT AT:

CARLOS A. PENIN
CAP GOVERNMENT INC.
343 ALMERIA AVE CORAL GABLES FL 33134

ARTICLE 6 – ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

6.1 CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be made in writing prior to any deviation from the terms of this Agreement including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services on the basis provided for in Section 5.2 hereof.

ARTICLE 7- CITY'S RESPONSIBILITIES

- 7.1 CITY shall furnish to CONSULTANT available data including existing plans; property boundary, easement, and rights-of-way sketches. CONSULTANT shall be responsible for authenticating information and securing any additional data required for the performance of consultant services.
- 7.2 CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 7.3 CITY shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, and may obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 7.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services.

ARTICLE 8 – MISCELLANEOUS

8.1 – OWNERSHIP OF DOCUMENTS

Drawings, CAD files, specifications, designs, models, photographs, reports, surveys and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the TASKS for which they are made is completed. In reusing documents CONSULTANT shall remove all references to the name City of Parkland.

All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the CONSULTANT are related exclusively to the services described herein. They are not intended or represented to be suitable for partial use or reuse by the CITY or others on extensions of these tasks or on any other tasks. Any modifications made by the CITY to any of the CONSULTANT's documents, including without limitation the partial use of the CONSULTANT's documents, or any reuse without written verification or adaption by the CONSULTANT to specific purposes intended will be at the CITY's sole risk and without liability or legal exposure to the CONSULTANT



8.2 – TERMINATION

This Agreement may be terminated by either party for cause upon 15 days written notice. The notice shall set forth the grounds for cause. The City may, at any time terminate this agreement without cause for convenience upon 20 days written notice. In the event of termination for convenience, CONSULTANT shall be paid its compensation for services performed to termination date including costs associated with reproducing and/or returning files, materials, and documents as requested by the CITY.

In the event that CONSULTANT abandons this Agreement or causes it to be terminated by CITY, CONSULTANT shall indemnify CITY against any loss pertaining acts prior to termination. Additionally, in the event of any termination of the agreement Consultant shall have the obligation to assist the City in effecting a smooth transition to another Building Plan Review and Inspection Services Consultant. All finished or unfinished documents, data, studies, surveys, drawings, CAD files, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered within five (5) calendar days by CONSULTANT to CITY after receipt of payment therefore as enumerated in Section 8.2.

8.3 – RECORDS

CONSULTANT shall comply with Chapter 119, the Public Records Act. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT City Clerk, Office of the City Clerk, 6600 University Drive, Parkland, FL 33067; (954) 757-4132; cityclerk@cityofparkland.org

CONSULTANT shall keep such records and accounts and require any and all consultants and sub-consultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the TASKS and any expenses for which CONSULTANT expects to be reimbursed.

Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for CITY'S disallowance of any fees or expenses based upon such entries.

8.4 – EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

8.5 – PUBLIC ENTITY CRIMES ACT

In accordance with Section 287.133, Florida Statutes, CONSULTANT, through execution of this agreement, certifies that it is not listed on the convicted vendors list maintained by the State of Florida Department of General Services.

8.6 – NO CONTINGENT FEE

- a. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the



breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability and at CITY'S sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

- b. Through execution of this agreement CONSULTANT agrees that it will not accept assignments from other entities to perform work within the corporate limits of the City. Additionally, CONSULTANT will endeavor to eliminate any situations that would create any conflicts of interest with regard to its performance of work under this agreement.

8.7 - SUBCONSULTANT

In the event CONSULTANT, during the term of this Agreement, requires the services of any sub-consultants or other professional associates in connection with services covered under this Agreement, CONSULTANT must secure the prior written approval of the Contract Administrator.

8.8 - ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONSULTANT, under any circumstances, without the prior written consent of CITY.

8.9 - AUTHORIZED REPRESENTATIVE

CONSULTANT hereby appoints **CARLOS A. PENIN** as its authorized representative.

8.10 - INDEMNIFICATION OF CITY

8.10.2 CONSULTANT shall at all times hereafter, indemnify and hold harmless and defend CITY, its agents, officers and employees from and against liabilities, claims, causes of action, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent such were caused by the negligence, recklessness, or intentional wrongful conduct of CONSULTANT and any other persons employed or utilized by CONSULTANT in the performance of services under this Agreement.

8.10.2 CONSULTANT acknowledges and agrees that CITY would not enter into this contract without this indemnification of CITY by CONSULTANT, and that CITY'S entering into this contract shall constitute good and sufficient consideration for this indemnification, further 1% of all payments shall be deemed compensation for this indemnity. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

8.11 - INSURANCE

CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance.

Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall specifically protect CITY by naming the CITY OF PARKLAND as additional insured under the Comprehensive General Liability Insurance Policy hereinafter described. The Professional Liability Insurance Policy or certificate shall reference these TASKS.

8.11.1 Professional Liability Insurance: The limits of liability provided by such policy shall be no less than One Million (\$1,000,000) Dollars for single occurrence and Two Million (\$2,000,000) Dollars in the aggregate



- 8.11.2 Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and all applicable federal laws.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

- 8.11.3 Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or Operations.

Independent CONSULTANTS.

Broad Form Property Damage.

Broad Form Contractual Coverage applicable to this specific Agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The CITY OF PARKLAND is to be named as additional insured with respect to liability arising out of operations performed for CITY by or on behalf of CONSULTANT or acts or omissions of CONSULTANT in connection with such operation.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

- 8.11.4 Business Automobile Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles.

Hired and non-owned vehicles.

Employers' non-ownership.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

- 8.11.5 CONSULTANT shall provide to CITY prior to the issuance of the NOTICE TO PROCEED a Certificate of Insurance or a copy of all insurance policies required by Section 8.10 including any subsection thereunder. CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

8.12 - REPRESENTATIVE OF CITY AND CONSULTANT

- 8.12.1 The parties recognize that questions in the day-to-day conduct of the TASKS will arise. The



CONTRACT ADMINISTRATOR, upon CONSULTANT'S request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the TASKS shall be addressed.

- 8.12.2 CONSULTANT has informed CONTRACT ADMINISTRATOR that **CARLOS A. PENIN**, will be CONSULTANT'S representative to whom matters involving the conduct of the TASKS shall be addressed.

8.13- ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document.

8.14 - NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph.

For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF PARKLAND
WILLIAM TRACY
BUILDING OFFICIAL
CITY OF PARKLAND
6600 UNIVERSITY DRIVE
PARKLAND, FL 33067

WITH A COPY TO:
ANDREW MAURODIS
CITY ATTORNEY
CITY OF PARKLAND
6600 UNIVERSITY DRIVE
PARKLAND, FL 33067

FOR CONSULTANT:
CARLOS A. PENIN
CAP GOVERNMENT INC.
343 ALMERIA AVE CORAL GABLES FL 33134

8.15 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which CITY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustment shall be made within one (1) year following the end of this Agreement.



IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this 1st day of March, 2017.

CITY OF PARKLAND,
A municipal corporation
of the State of Florida

ATTEST:

Jennifer Johnson
CITY CLERK JENNIFER JOHNSON



Nancy Morando
CITY MANAGER, NANCY MORANDO

ENDORSED AS TO FORM & LEGALITY:

[Signature]
CITY ATTORNEY

CONSULTANT:

(CORPORATE SEAL)

WITNESSES:

[Signature]
melinda

BY:

[Signature]
Signature

Carlos A. Penin
Typed Name

President
Title

SWORN TO and SUBSCRIBED before me this 14th day of February, 2017.

(Seal)

Monica M de Castro
My Commission Expires: 2018



Notary Public



EXHIBIT "A"

SCOPE OF SERVICES

The scope of services requested via the terms of solicitation for RFQ 2017-08:

- Building Official
- Assistant Building Official
- Structural inspections and plan examination services
- Electrical inspections and plan examination services
- Mechanical inspections and plan examination services
- Plumbing inspections and plan examination services
- Floodplain Management
- Landscaping inspections and plan examination services
- Zoning inspections and plan examination services
- Engineering inspections and plan examination services

The City also requested a last rate item for permit technician assistance. All services reordered shall be on an as needed basis and of Florida Statutes 468, Part XII, and Broward County Administrative Provisions to the 5th Edition (2014) Florida Building Code.



EXHIBIT "B"
RATE FEE SCHEDULE

CAP Government Inc.		
Plans Review		
Items	Rate Per Hour	Overtime Rate Per Hour
BUILDING OFFICIAL	\$100.00	\$130.00
STRUCTURAL	\$85.00	\$110.50
ELECTRICAL	\$85.00	\$110.50
MECHANICAL	\$85.00	\$110.50
PLUMBING	\$85.00	\$110.50
ENGINEERING	\$85.00	\$110.50
LANDSCAPING	\$85.00	\$110.50
Inspections		
Items	Rate Per Hour	Overtime Rate Per Hour
STRUCTURAL	\$75.00	\$97.50
ELECTRICAL	\$75.00	\$97.50
MECHANICAL	\$75.00	\$97.50
PLUMBING	\$75.00	\$97.50
ENGINEERING	\$75.00	\$97.50
LANDSCAPING	\$75.00	\$97.50
Miscellaneous		
Items	Rate Per Hour	Overtime Rate Per Hour
PERMIT TECHNICIAN	\$55.00	\$71.50
FLOODPLAIN MANAGER	\$85.00	\$110.50
EMERGENCY MANAGEMENT	\$75.00	\$97.50