



# City of Hollywood, Florida

2600 HOLLYWOOD BLVD. • P.O. Box 229045 • ZIP 33022-9045

DATE: January 28, 2016

RE: BLANKET ORDER #: **B002465**

PRODUCT/SERVICE: **Building Inspections and Plan Review Services (First and Final Renewal)**

**C.A.P. Government, Inc. V#34084**  
8350 NW 52<sup>nd</sup> Terrace, Ste #107  
Doral, FL 33166

Telephone Contact: 305-448-1711  
Fax: 305-448-1712  
Email: capenin@capfla.com

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering into a Blanket Order with your Company based on one of the following:

- |                                     |  |        |
|-------------------------------------|--|--------|
| <input type="checkbox"/>            | FORMAL BID #                                   |        |
| <input type="checkbox"/>            | INFORMAL BID #                                 | DATED: |
| <input type="checkbox"/>            | RENEWAL OF FORMAL BID #                        | DATED: |
| <input type="checkbox"/>            | EXTENSION OF FORMAL BID/RFP#                   | DATED: |
| <input type="checkbox"/>            | WRITTEN QUOTATION #                            | DATED: |
| <input type="checkbox"/>            | VERBAL QUOTATION PER                           | DATED: |
| <input type="checkbox"/>            | STATE OF FLORIDA CONTRACT #                    | DATED: |
| <input type="checkbox"/>            | BROWARD COUNTY BID #                           |        |
| <input checked="" type="checkbox"/> | OTHER: <b>City of Oakland Park RFP #080712</b> |        |

The term of this order is **3/11/2016** through **3/10/18**.

The estimated annual dollar value is **\$200,000.00**.

The obligations of the City of Hollywood under this order are subject to the availability of funds lawfully appropriated for its purpose by the City Commission and are subject to the terms and conditions contained on the Purchase Order form.

In the event of conflict between the terms and conditions on the reverse side of the Purchase Order and the City of Oakland Park contract, the terms and conditions most favorable to the City of Hollywood will prevail.

The City of Hollywood Departments will issue hard copy orders against this Blanket Order as your authorization to deliver. All invoices must reference each unique document number.

If you have any questions, please contact **Robert Lowery** at (954) 921-3552

RL

c: Planning & Development Services  
Finance

CITY OF HOLLYWOOD  
BLANKET PURCHASE ORDERS  
03/11/13 - 03/10/16

BPO #	VENDOR	ADDR #	STOCK #	DATE	START DATE	END DATE	TYPE	TRANS #	UOM	MIN QTY	MAX QTY	ACCOUNT NAME	UNIT PRICE	QTY USED	TAX CODE
1	B002465			02/06/13	03/11/13	03/10/16	N	251300010314	HR	00000001.0000	00000432.0000	00000432.0000	75.00000	00000000.0000	
		0													
		C.A.P. GOVERNMENT, INC. 968/47													
		BPO DESCRIPTION: BLDG. INSPECTION & PLAN REVIEW													
		BPO DESCRIPTION: SERVICES													
		BPO DESCRIPTION: CHIEF BUILDING OFFICIAL													
		BPO DESCRIPTION: PRICING BASED ON CITY OF OAKLAND.													
		BPO DESCRIPTION: PARK RFP #080712.													
2	34084						N	251300010315	HR	00000001.0000	00000600.0000	00000600.0000	65.00000	00000045.5000	
		0													
		C.A.P. GOVERNMENT, INC. 968/47													
		BPO DESCRIPTION: BLDG. INSPECTION & PLAN REVIEW													
		BPO DESCRIPTION: SERVICES													
		BPO DESCRIPTION: CHIEF BUILDING CODE INSPECTOR													
		BPO DESCRIPTION: PRICING BASED ON CITY OF OAKLAND													
		BPO DESCRIPTION: PARK RFP #080712.													
3	34084						N	251300010316	HR	00000001.0000	00004231.7500	00004231.7500	65.00000	00002444.5000	
		0													
		C.A.P. GOVERNMENT, INC. 968/47													
		BPO DESCRIPTION: BLDG. INSPECTION & PLAN REVIEW													
		BPO DESCRIPTION: SERVICES													
		BPO DESCRIPTION: BUILDING INSPECTOR													
		BPO DESCRIPTION: PRICING BASED ON CITY OF OAKLAND													
		BPO DESCRIPTION: PARK RFP #080712.													
4	34084						N	251300010317	HR	00000001.0000	00001115.0000	00001115.0000	65.00000	00000218.5000	
		0													
		C.A.P. GOVERNMENT, INC. 968/47													
		BPO DESCRIPTION: BLDG. INSPECTION & PLAN REVIEW													
		BPO DESCRIPTION: SERVICES													
		BPO DESCRIPTION: BUILDING PLANS EXAMINER													
		BPO DESCRIPTION: PRICING BASED ON CITY OF OAKLAND													
		BPO DESCRIPTION: PARK RFP #080712.													
5	34084						N	251300010318	HR	00000001.0000	00000112.0000	00000112.0000	65.00000	00000000.0000	
		0													
		ELEC INSPECT N 251300010318 HR 00000001.0000 00000112.0000 65.00000 00000000.0000													
		C.A.P. GOVERNMENT, INC. 968/47													
		BPO DESCRIPTION: BLDG. INSPECTION & PLAN REVIEW													
		BPO DESCRIPTION: SERVICES													
		BPO DESCRIPTION: ELECTRICAL INSPECTOR													
		BPO DESCRIPTION: PRICING BASED ON CITY OF OAKLAND													

CITY OF HOLLYWOOD  
BLANKET PURCHASE ORDERS  
03/11/13 - 03/10/16

BPO DESCRIPTION:	PARK REP #080712.				
6	34084	0	ELEC PLANS N 251300010319 HR	00000001.0000 00000112.0000	65.00000 00000000.0000
			C.A.P. GOVERNMENT, INC. 968/47		
BPO DESCRIPTION:	BLDG. INSPECTION & PLAN REVIEW				
BPO DESCRIPTION:	SERVICES				
BPO DESCRIPTION:	ELECTRICAL PLANS EXAMINER				
BPO DESCRIPTION:	PRICING BASED ON CITY OF OAKLAND				
BPO DESCRIPTION:	PARK RFP #080712.				
7	34084	0	MECH INSPECT N 251300010320 HR	00000001.0000 00000112.0000	65.00000 00000000.0000
			C.A.P. GOVERNMENT, INC. 968/47		
BPO DESCRIPTION:	BLDG. INSPECTION & PLAN REVIEW				
BPO DESCRIPTION:	SERVICES				
BPO DESCRIPTION:	MECHANICAL INSPECTOR				
BPO DESCRIPTION:	PRICING BASED ON CITY OF OAKLAND				
BPO DESCRIPTION:	PARK RFP #080712.				
8	34084	0	MECH PLANS N 251300010321 HR	00000001.0000 00000112.0000	65.00000 00000000.0000
			C.A.P. GOVERNMENT, INC. 968/47		
BPO DESCRIPTION:	BLDG. INSPECTION & PLAN REVIEW				
BPO DESCRIPTION:	SERVICES				
BPO DESCRIPTION:	MECHANICAL PLANS EXAMINER				
BPO DESCRIPTION:	PRICING BASED ON CITY OF OAKLAND				
BPO DESCRIPTION:	PARK RFP #080712.				
9	34084	0	PLUMB INSPEC N 251300010322 HR	00000001.0000 00000280.0000	65.00000 00000166.5000
			C.A.P. GOVERNMENT, INC. 968/47		
BPO DESCRIPTION:	BLDG. INSPECTION & PLAN REVIEW				
BPO DESCRIPTION:	SERVICES				
BPO DESCRIPTION:	PLUMBING INSPECTOR				
BPO DESCRIPTION:	PRICING BASED ON CITY OF OAKLAND				
BPO DESCRIPTION:	PARK RFP #080712.				
10	34084	0	PLUMB PLANS N 251300010323 HR	00000001.0000 00000112.0000	65.00000 00000000.0000
			C.A.P. GOVERNMENT, INC. 968/47		
BPO DESCRIPTION:	BLDG. INSPECTION & PLAN REVIEW				
BPO DESCRIPTION:	SERVICES				
BPO DESCRIPTION:	PLUMBING PLANS EXAMINER				
BPO DESCRIPTION:	PRICING BASED ON CITY OF OAKLAND				
BPO DESCRIPTION:	PARK RFP #080712.				
11	34084	0	ROOF INSPECT N 251300010324 HR	00000001.0000 00000112.0000	65.00000 00000000.0000
			C.A.P. GOVERNMENT, INC. 968/47		
BPO DESCRIPTION:	BLDG. INSPECTION & PLAN REVIEW				
BPO DESCRIPTION:	SERVICES				

CITY OF HOLLYWOOD  
BLANKET PURCHASE ORDERS  
03/11/13 - 03/10/16

BPO DESCRIPTION:	ROOFING INSPECTOR			
BPO DESCRIPTION:	PRICING BASED ON CITY OF OAKLAND			
BPO DESCRIPTION:	PARK REP #080712.			
12	34084	0	STRUCTURAL	65.00000 00001286.2500
	C.A.P. GOVERNMENT, INC.		968/47	
BPO DESCRIPTION:	BLDG. INSPECTION & PLAN REVIEW			
BPO DESCRIPTION:	SERVICES			
BPO DESCRIPTION:	STRUCTURAL PLANS EXAMINER			
BPO DESCRIPTION:	PRICING BASED ON CITY OF OAKLAND			
BPO DESCRIPTION:	PARK REP #080712.			
13	34084	0	ZONING	65.00000 00000000.0000
	C.A.P. GOVERNMENT, INC.		968/47	
BPO DESCRIPTION:	BLDG. INSPECTION & PLAN REVIEW			
BPO DESCRIPTION:	SERVICES			
BPO DESCRIPTION:	ZONING PLANS REVIEWER AND INSPECTOR			
BPO DESCRIPTION:	PRICING BASED ON CITY OF OAKLAND			
BPO DESCRIPTION:	PARK REP #080712.			
14	34084	0	CLERK	35.00000 00000000.0000
	C.A.P. GOVERNMENT, INC.		968/47	
BPO DESCRIPTION:	BLDG. INSPECTION & PLAN REVIEW			
BPO DESCRIPTION:	SERVICES			
BPO DESCRIPTION:	PERMIT CLERK			
BPO DESCRIPTION:	PRICING BASED ON CITY OF OAKLAND			
BPO DESCRIPTION:	PARK REP #080712.			

## TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

### MODIFICATIONS

This purchase order form, and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

### ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

### EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

### DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

### TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of procurement.

### F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

### TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

### INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

### TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

### RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

### ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

### DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will

result in the billing to Seller of any add-on redelivery, storage or handling charges.

### INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

### QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

### PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

### ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

### UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 - 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

### LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

### LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

### INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

### OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 412, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

### REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

### PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

### INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.



**CITY OF HOLLYWOOD, FLORIDA**  
**PROCUREMENT SERVICES DIVISION**

**DATE:** December 3, 2015 **FILE:** PR-16-059  
**TO:** Philip Sauer, Chief Building Official, Building  
**VIA:** Joel Wasserman, Director  
Procurement Services  
**FROM:** Robert Lowery, Procurement Contracts Officer  
Procurement Services  
**SUBJECT:** Blanket Contract Renewal for Building Inspections and Plan Review Services-  
B002465 – C.A.P. Government, Inc

**ISSUE:**

The current period of the above contract expires March 10, 2016. The contract is renewable for a two (2) year period if it is determined to be in the City's best interest and the vendor agrees to the renewal in writing.

**EXPLANATION:**

Notification of Intent to Renew must be mailed to the vendor thirty (30) calendar days in advance of the contract expiration date. Accordingly, it is requested that you give this matter your immediate attention thereby providing a timely reply to preclude contract expiration.

If you do not want to renew this contract, please explain the reason(s) in a separate memo. Also note that this contract will expire on the date mentioned above and if a new contract is to be established, you must submit bid specifications.

**RECOMMENDATION:**

Please reply to Procurement Services as soon as possible by returning this memo appropriately filled out, signed and dated.

Date: 12-4-2015 To: Robert Lowery, Procurement Services

The Director of Building recommends the following:

RENEW the contract under the same terms and conditions. The Budget Account Number to be charged is 01.1416.00172.541.003117.

DO NOT renew this contract. See attached memo explaining the reason(s).

DO NOT renew this contract. DO NOT prepare a replacement bid (items/services no longer needed).

Estimated annual usage/expenditure is: 200,000 per BD-16-005  
150,000

By: Philip Sauer

Title: Chief Building



**CITY OF HOLLYWOOD, FLORIDA**

**PROCUREMENT SERVICES DIVISION**

Department/Office  
Contract Renewal Evaluation

Date: 12-4-2015	Division/Area: Building 1416
Department/Office: Development Services	Title: Chief Building Official
Contact Person: Philip Sauer	Contact Email: PSauer@hollywoodfl.org
Contact phone number: 954 921-3482	
Purchase Order/Blanket Purchase Order #: B002465	
Contract Expiration Date: 3-10-2016	
Vendor: C.A.P. Government Inc	Contact Person:
Contact phone number: 305-448-1711	Contact Email:
Good/Service:	Solicitation #:

1. How would you rate the quality of goods/services?

Excellent       Good       Satisfactory       Poor

2. How would you rate the courteousness vendor's personnel?

Excellent       Good       Satisfactory       Poor

3. With regards to the goods or services provided, how satisfied are you with the following items?  
(Please check one per category)

	Excellent	Good	Satisfactory	Poor
Overall Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Value	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Frequency of Contact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness to request	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Are all goods/services on the contract being performed at the agreed upon time and manner?

Yes       No

If no, please explain?

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5. If you contacted the vendor, were all your questions or any issues resolved to your complete satisfaction?

Yes       No       Did not need to contact

If no, please explain?

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**CITY OF HOLLYWOOD, FLORIDA**

**PROCUREMENT SERVICES DIVISION**

**Department/Office  
Contract Renewal Evaluation**

6. Has the invoicing been timely, accurate and in accordance with the contract?

Yes  No

If no, please explain?

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7. Does the Department/Office recommend renewing a contract based upon the available renewal options when the current agreement expires?

Yes  No

If no, please explain?

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8. Please state any additional comments about your experience with this vendor and the goods/services provided:

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Department/Office Director's Name: Development Services / Philip Sauer

Department/Office Director's Signature: 





# CITY OF HOLLYWOOD, FLORIDA

## Procurement Services Division

2600 Hollywood Blvd. · Room 303 · P. O. Box 229045 · Hollywood, Florida 33022-9045  
Phone (954)921-3299 · Fax (954)921-3086

December 3, 2015

C.A.P. Government, Inc  
8350 NW 52<sup>nd</sup> Terrace  
Doral, FL 33166

Dear Vendor:

Our Agreement for Building Inspections and Plan Review Services, based upon City of Oakland Park RFP # 080712, Blanket Purchase Order B002465, expires on 3/10/16.

The Procurement Services Division would like to renew the agreement for a two (2) year renewal period under the terms and conditions utilizing Blanket Purchase Order B002465 (copy attached).

Please advise your interest in renewing this Agreement by marking the appropriate response, signing, and returning this correspondence.

If you are unable to renew this agreement, please explain reason(s) in a separate letter.

Thanks for your help with this matter and as always, please call me at 954-921-3552 if you have questions.

A response as soon as possible would be appreciated.

Sincerely,

Robert Lowery, Procurement Contracts Officer  
Procurement Services Division

RL/dm

I agree: Carlos A. Penin  
(Signature)

I disagree: \_\_\_\_\_  
(Signature)

Name: Carlos A. Penin - President  
(Typed or Printed)

Date: 12/11/15

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**RESOLUTION NO. R-2015-109**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING THE RENEWAL OF CONTRACTS FOR CALVIN GIORDANO & ASSOCIATES AND C.A.P. GOVERNMENT TO CONTINUE PROVIDING, BUILDING PLANS REVIEW AND INSPECTION SERVICES TO THE CITY OF OAKLAND PARK FOR AN ADDITIONAL TWO (2) YEARS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission deems it to be in the best interests of the City to approve the Renewal of Contracts for Calvin Giordano & Associates and C.A.P. Government to continue providing, Building Plans Review and Inspection Services to the City of Oakland Park, for an additional two (2) years.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper City officials to execute the renewal of contracts for Calvin Giordano & Associates and C.A.P. Government Building Plans Review and Inspection Services to the City of Oakland Park, for an additional two (2) years.

**SECTION 3.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

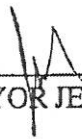
**SECTION 4.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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**SECTION 5.** This Resolution shall become effective immediately upon its passage and adoption.

**ADOPTED** by the City Commission of the City of Oakland Park, Florida this 9<sup>th</sup> day of September, 2015.

CITY OF OAKLAND PARK, FLORIDA

  
\_\_\_\_\_  
MAYOR JED SHANK

T. LONERGAN	<u>YES</u>
S. MCCARTNEY	<u>YES</u>
J. ADORNATO	<u>YES</u>
S. GUEVREKIAN	<u>YES</u>
J. SHANK	<u>YES</u>

ATTEST:

  
\_\_\_\_\_  
RENEE M. SHROUT, CMC, CITY CLERK



**CITY OF OAKLAND PARK**  
3650 NE 12<sup>th</sup> Avenue  
Oakland Park, FL 33334

**AGREEMENT for Building Inspection and Plan Review Services**

This CONTRACT RENEWAL AGREEMENT, made this 9th day of Sept., 2015, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and **C.A.P. Government Inc**, doing business as a service provider, located in Broward County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide personnel to perform building inspection and plan review services on an as needed basis.

All terms, conditions, and provisions of the Request for Proposal #080712 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

ARTICLE III

The term of this Renewal Agreement shall be from Sept. 25, 2015 for a period of 2 consecutive years and terminating on Sept. 24, 2017.

R.2015-109

#### ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

#### ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in Request for Proposal #080712 to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

#### ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII  
Public Records

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

**AGREEMENT:**

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

**ATTEST:**

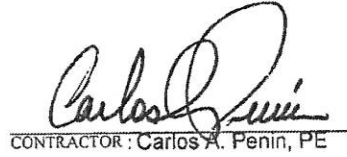
  
\_\_\_\_\_  
Renee Shront, City Clerk

(SEAL)

  
\_\_\_\_\_  
David Hebert, City Manager

  
\_\_\_\_\_  
WITNESS (as to CONTRACTOR)

  
\_\_\_\_\_  
WITNESS (as to CONTRACTOR)

  
\_\_\_\_\_  
CONTRACTOR: Carlos A. Penin, PE

**ADDRESS:**

C.A.P. Government, Inc. \_\_\_\_\_

343 Almeria Avenue \_\_\_\_\_

Coral Gables, FL 33134 \_\_\_\_\_

**PHONE:** 305.448.1711 \_\_\_\_\_

**cap** government

June 23, 2015

Mr. Harvey Rambarath  
Assistant Director  
Engineering & Community Development  
City of Oakland Park  
5399 North Dixie Highway; Suite 3  
Oakland Park, FL 33334

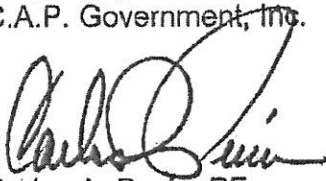
**Re: Building Official, Plans Review and Inspection Services Agreement with the  
City of Oakland Park, FL**

Dear Mr. Rambarath:

As you noted in your email received today, the above referenced agreement with the City of Oakland Park is set to expire on September 24, 2015. Please consider this our written request to extend the Agreement for an additional two (2) year period keeping the same terms and conditions as the existing Agreement.

It is our pleasure to continue providing these services to the City of Oakland Park. Should you require additional information or wish to discuss this item further, please contact me at (305) 458-6000 at your earliest convenience.

Very truly yours,  
C.A.P. Government, Inc.



Carlos A. Penin, PE  
President



---

cap government

Cosmo (Cos) Tornese, PE  
Building Official

C 954.444.5958  
ctornese@capfla.net

[www.capfla.com](http://www.capfla.com)

# PROPOSED COST



C.A.P. Government, Inc. (CAP) has the necessary staff resources to provide plans review services and inspection services for the trades identified the RFP.

The fees quoted represent our firm, fixed, annual rates.

**Hourly Rate:** The hourly rate proposed shall include full compensation for labor, equipment use, and any other cost to the proposer. No travel time will be paid for travel to or from offices or homes.

**Hourly Labor Rate I:** Hourly rate for straight time, i.e., from 7:30 A.M. to 5:30 P.M. (or as required by the ordering department), Monday through Friday.

**Hourly Labor Rate II:** Hourly rate for overtime, i.e., before 7:30 A.M. or after 5:30 P.M. (or as required by the ordering department), or on weekends or holidays.

## PRICE SCHEDULE

Discipline	Hourly Rate	Hourly Rate For Services Provided Before 7:30 am and after 5:30 pm	Hourly Rate For Services Provided on Holidays and Weekends
Chief Building Official	\$75.00	\$112.50	\$112.50
Chief Building Code Inspector	\$65.00	\$97.50	\$97.50
Building Inspector	\$65.00	\$97.50	\$97.50
Building Plans Examiner	\$65.00	\$97.50	\$97.50
Electrical Inspector	\$65.00	\$97.50	\$97.50
Electrical Plans Examiner	\$65.00	\$97.50	\$97.50
Mechanical Inspector	\$65.00	\$97.50	\$97.50
Mechanical Plans Examiner	\$65.00	\$97.50	\$97.50
Plumbing Inspector	\$65.00	\$97.50	\$97.50
Plumbing Plans Examiner	\$65.00	\$97.50	\$97.50
Roofing Inspector	\$65.00	\$97.50	\$97.50
Structural Plans Examiner	\$65.00	\$97.50	\$97.50
Zoning Plans Reviewer and Inspector (Optional)	\$65.00	\$97.50	\$97.50
Permit Clerk (Optional)	\$35.00	\$52.50	\$52.50