# SERVICE AGREEMENT FOR PLAN REVIEW AND INSPECTION SERVICES

THIS SERVICE AGREEMENT for Plan Review and Inspection Services ("Agreement"), made this 3 day of 4 day of 4 day of 5 day of 5 day of 6 day of 7 day of 7 day of 8 day of 8 day of 8 day of 8 day of 9 day

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor shall provide plan review and inspection services (the "Work"), and the City and the Contractor covenant and agree as follows:

#### WITNESSETH:

#### I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Invitation to Bid Event No. 360-1 Plan Review and Inspection Services, including any and all exhibits and addenda prepared by the City of Fort Lauderdale ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated September 23, 2024 ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated April 23, 2025 and any attachments.
- B. Second, Exhibit A.
- C. Third, Exhibit B.

#### II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The Parties agree that the Scope of Services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator or other another person designated by the City Manager, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his/her designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

#### III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on May 16, 2025, and shall end on May 15, 2028. The City reserves the right to extend this Agreement for one (1) additional two (2)-year term, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30<sup>th</sup>, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

#### IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of Work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

#### V. METHOD OF BILLING AND PAYMENT

Contractor must submit proper invoices for compensation that are in compliance with the Prompt Payment Act in Chapter 218, Florida Statutes (2024), no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed and/or the goods provided.

All payments made by the City shall be paid in accordance with the Florida Local Government Prompt Payment Act in Chapter 218, Florida Statutes (2024).

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

#### VI. GENERAL CONDITIONS

### A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's representatives, employees, volunteers, elected and appointed officials, and agents from and against any and all losses, penalties, fines, damages, fees, bankruptcy, paralegal fees, court costs, appellate fees, mediation fees, arbitration fees, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the Work.

#### C. Termination for Cause

The City may terminate this Agreement for cause if the Contractor has not corrected the breach within ten (10) days after written notice from the City identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the

circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

### D. <u>Termination for Convenience</u>

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

## E. Cancellation for Unappropriated Funds

The City Manager reserves the right, in its best interest as determined by the City Manager, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

### F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance

policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

### **Professional Liability**

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2024). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

### Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims- made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows: City of Fort Lauderdale 401 SE 21st Street

Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement Work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

### G. <u>Environmental</u>, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard

required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

### H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

### I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

#### J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2024), as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever

is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

### K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2024), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City. may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

### L. <u>Independent Contractor</u>

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

#### M. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

### N. <u>Assignment and Performance</u>

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' nonperformance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, elected and appointed officers, elected and appointed officials, volunteers, contractors, subcontractors, and agents harmless from and against any claim, lawsuit, damages, fees, bankruptcy, paralegal fees, court costs, appellate fees, mediation fees, arbitration fees, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

### O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by a court order or subpoena. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

#### P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

## Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties,

responsibilities, and obligations pursuant to this Agreement.

### S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

## T. <u>Limitation of Liability</u>

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2024), as may be amended or revised.

## U. <u>Jurisdiction, Venue, Waiver, Waiver of Jury Trial</u>

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL. AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN

#### ADJUDICATING THE MOTION.

### V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

## W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

### X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act in Chapter 218, Florida Statutes (2024), City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

## Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

## Z. <u>Uncontrollable Circumstances ("Force Majeure")</u>

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage or destruction by a third party of documentation pertinent to this agreement, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- 1. The non-performing party gives the other party written notice no more than five days after the acts occurred that the party believes qualify as Force Majeure, describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure. The notice shall be sent by the City Manager or his or her designee in the event that the City is the alleged non-performing party herein;
- 2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- 4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City Manager or his or her designee may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

## AA. Scrutinized Companies

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024). as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

#### **BB.** Attorney Fees

If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

### CC. Resolution of Disputes

Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.

All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.

During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

### DD. Public Records

## IF THE CONTRACTOR HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

- 1. Keep and maintain public records required by the City to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- 4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

#### EE. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

 The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

- The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").
- 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- The Contractor may be subject to debarment or suspension proceedings.
   Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

### FF. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

- 1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
- 2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the Agreement with the person or entity.
- 3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the Agreement with the subcontractor, and the Contractor shall comply with such order.
- 4. An Agreement terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or

revised, the Contractor may not be awarded a public Agreement for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

### GG. Notices

Whenever any party desires to give notice unto the other party, it must be given by written notice, sent by Certified United States mail, with return receipt requested, or sent by a nationally recognized overnight or express delivery courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, CONTRACTOR AND CITY designate the following as respective places for giving notice:

FOR CITY:

City Manager

City of Fort Lauderdale

101 NE 3rd Avenue, Suite 2100 Fort Lauderdale, Florida 33301

WITH A COPY:

City Attorney

City of Fort Lauderdale

1 East Broward Boulevard, Suite 1320

Fort Lauderdale, Florida 33301

FOR CONTRACTOR:

Chris J. Giordano

President

Calvin, Giordano & Associates, Inc.

1800 Eller Drive, Suite 600 Fort Lauderdale, Florida 33316

## HH. Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the City with an affidavit signed by an officer or a representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

## **CITY**

ATTEST:

David R. Soloman, City Clerk

CITY OF FORT LAUDERDALE, a Florida municipality.

By: Kickelle Mellean

Rickelle Williams City Manager

Date: 4 23 25

Approved as to Form and Correctness: D'Wayne M. Spence, Interim City Attorney

By:

Senior Assistant City Attorney

## **CONTRACTOR**

WITNESSES:	CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation	
Signature Sports	By: Chris Giordano, President	
Print Name  Afflus		
Signature		
Alex Meggison Print Name		
Control of the state of the sta		
(CORPORATE SEAL)		
STATE OF BOUNTS OF		
The foregoing instrument was acknowledged before the by means of physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization, this day of the physical presence or online notarization.		
[SEAL]	Notary Public, State of Cooking (Signature of Notary Public)	
DAWN HOPKINS Notary Public - State of Florida Commission # HH 606558 My Comm. Expires Feb 18, 2029 Bonded through National Notary Assn.	(Signature of Notary Public)  (Print, Type, or Stamp Commissioned Name of Notary Public)	
Personally Known OR Produced Ide Type of Identification Produced	entification	





### Event # 360-1

Name: Plan Review and Inspection Services

Description: The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed

firm(s), hereinafter referred to as the Contractor or Bidder, to provide Plan Review and Inspection Services for the City, in accordance with the terms, conditions, and specifications contained in this

Invitation to Bid (ITB).

Buyer: TORRENGA, JOHN Status: Pending Award

Event Type: IFB Currency: USD

Sealed Bid: Yes Respond To All Lines: No

**Q & A Allowed:** Yes **Number Of Amendments:** 1

Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

### **Event Dates**

**Preview: Q & A Open:** 09/12/2024 02:00:00 PM

**Open:** 09/12/2024 02:00:00 PM **Q & A Close:** 09/27/2024 02:00:00 PM

## **Questions**

Question	Response Type	Attachment
Did you complete and upload the required forms?	Yes No	Event 360 - Required Forms.pdf
Do you acknowledge that if your firm is awarded this contract, your firm will have to complete and submit the attached - Anti-Human Trafficking Affidavit Per Florida Statute 787.06 (2024), (13).	Yes No	Anti-Human Trafficking Affidavit 8-6-2024.pdf

Florida Statute 787.06 (2024), (13) When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

## **Attachments**

Name Attachment

Event 360 - Scope of Work and Specifications Event 360 - Scope of Work and Specifications.pdf

General Conditions - Rev 08-2023.pdf

## **Contacts**

Name Email Address

JOHN TORRENGA jtorrenga@fortlauderdale.gov

## **Commodity Codes**

Commodity Code	Description
925-55	Inspecting, General/Engineering
925-56	Inspecting, Structural/Engineering
961-45	Inspection and Certification Services
962-58	Professional Services (Not Otherwise Classified)
968-47	Inspection Services, Construction Type
968-48	Inspection Services, Electrical Instrumentation and Control

## **Line Details**

## **Line 1: Structural Plans Examiner**

October 10, 2024 10:36:59 AM EDT

**Description:** Structural Plans Examiner - Estimated 6,000 hours/year.

Item: INSPECTION & PLAN REVIEW SERVICE Structural Plans Examiner

Page 2

**Commodity** 962-58 Professional Services (Not Otherwise Classified)

Code:

Quantity: 6,000.0000 Unit of HR Measure:

Require Yes Price Breaks No Allow Alternate No Response: Allowed: Responses:

Add On No Charges Allowed:

## **Line 2: Structural Inspector**

**Description:** Structural Inspector. Estimated 8,000 hours/year.

Item: STRUCTURAL INSPECTOR Structural Inspector

**Commodity** 962-58 Professional Services (Not Otherwise Classified)

Code:

Quantity: 8,000.0000 Unit of HR

Measure:

Require Yes Price Breaks No Allow Alternate No Response: Allowed: Responses:

Add On No Charges Allowed:

## **Line 3: Electrical Plans Examiner**

**Description:** Electrical Plans Examiner. Estimated 1,200 hours/year.

**Commodity** 962-58 Professional Services (Not Otherwise Classified)

Code:

Quantity: 1,200.0000 Unit of HR

Measure:

Require Yes Price Breaks No Allow Alternate No Response: Allowed: Responses:

Add On No Charges Allowed:

## **Line 4: Electrical Inspector**

**Description:** Electrical Inspector. Estimated 2,500 hours/year.

Item: ELECTRICAL INSPECTOR Electrical Inspector

**Commodity** 962-58 Professional Services (Not Otherwise Classified)

Code:

Quantity: 2,500.0000 Unit of HR

Measure:

Require Yes Price Breaks No Allow Alternate No Response: Allowed: Responses:

Add On No Charges Allowed:

## **Line 5: Mechanical Plans Examiner**

**Description:** Mechanical Plans Examiner. Estimated 2,000 hours/year.

Item: MECHANICAL PLANS EXAMINER Mechanical Plans Examiner

**Commodity** 962-58 Professional Services (Not Otherwise Classified)

Code:

Quantity: 2,000.0000 Unit of HR

Measure:

Require Yes Price Breaks No Allow Alternate No Response: Allowed: Responses:

Add On No Charges Allowed:

## **Line 6: Mechanical Inspector**

**Description:** Mechanical Inspector. Estimated 2,000 hours/year.

Item: MECHANICAL INSPECTOR Mechanical Inspector

**Commodity** 962-58 Professional Services (Not Otherwise Classified)

Code:

Quantity: 2,000.0000 Unit of HR Measure:

Require Yes Price Breaks No Allow Alternate No Response: Allowed: Responses:

Add On No Charges Allowed:

Allowed:

## **Line 7: Plumbing Plans Examiner**

**Description:** Plumbing Plans Examiner. Estimated 1,300 hours/year.

Item: PLUMBING PLANS EXAMINER Plumbing Plans Examiner Commodity 962-58 Professional Services (Not Otherwise Classified)

Code:

**Quantity: 1,300.0000** Unit of HR

Measure:

Require Yes Price Breaks No Allow Alternate No Response: Allowed: Responses:

Add On No Charges Allowed:

## **Line 8: Plumbing Inspector**

**Description:** Plumbing Inspector. Estimated 2,000 hours/year.

Item: PLUMBING INSPECTOR Plumbing Inspector

Commodity 962-58 Professional Services (Not Otherwise Classified)

Code:

**Quantity:** 2,000.0000 Unit of HR Measure:

Price Breaks No Allow Alternate No Require Yes Response: Allowed: Responses:

Add On No Charges Allowed:

## **Line 9: Floodplain Plans Examiner**

**Description:** Floodplain Plans Examiner. Estimated 1,300 hours/year.

Item: FLOODPLAIN PLANS EXAMINER Floodplain Plans Examiner Commodity 962-58 Professional Services (Not Otherwise Classified)

Code:

**Quantity:** 1,300.0000 Unit of HR Measure:

Require Yes Response:

Price Breaks No Allowed:

**Allow Alternate** No **Responses:** 

Add On No Charges Allowed:

## Line 10: Floodplain Inspector

**Description:** Floodplain Inspector. Estimated 800 hours/year.

Item: FLOODPLAIN INSPECTOR Floodplain Inspector

**Commodity** 962-58 Professional Services (Not Otherwise Classified)

Code:

Quantity: 800.0000 Unit of HR

Measure:

Require Yes Price Breaks No Allow Alternate No Response: Allowed: Responses:

Add On No Charges Allowed:

## **Line 11: Engineering Inspector**

**Description:** Engineering Inspector. Estimated 2,500 hours/year.

**Item:** ENGINEERING INSPECTOR Engineering Inspector

**Commodity** 962-58 Professional Services (Not Otherwise Classified)

Code:

Quantity: 2,500.0000 Unit of HR Measure:

Require Yes Price Breaks No Allow Alternate No Response: Allowed: Responses:

Add On No Charges Allowed:

## **Line 12: Engineering Plans Examiner**

**Description:** Engineering Plans Examiner. Estimated 4,000 hours/year.

Item: ENGINEERING PLANS EXAMINER Engineering Plans Examiner

Commodity 962-58 Professional Services (Not Otherwise Classified)

Code:

**Quantity:** 4,000.0000 Unit of HR Measure:

Price Breaks No Allow Alternate No Require Yes Response: Allowed: Responses:

Add On No Charges Allowed:

## **Line 13: Landscaping Inspector**

**Description:** Landscaping Inspector. Estimated 2,500 hours/year.

Item: LANDSCAPING INSPECTOR Landscaping Inspector

Commodity 962-58 Professional Services (Not Otherwise Classified)

Code:

**Quantity: 2,500.0000** Unit of HR

Measure:

Require Yes Price Breaks No. Allow Alternate No. Response: Allowed: Responses:

Add On No Charges Allowed:

## **Line 14: Landscaping Plans Examiner**

**Description:** Landscaping Plans Examiner. Estimated 1,500 hours/year.

Item: LANDSCAPING PLANS EXAMINER Landscaping Plans Examiner

Commodity 962-58 Professional Services (Not Otherwise Classified)

Code:

Unit of HR **Quantity:** 1,500.0000

Measure:

Require Yes Price Breaks No Allow Alternate No Response: Allowed: Responses:

Add On No **Charges** Allowed:

## **Line 15: Chief- Structural**

**Description:** Chief- Structural. Estimated 400 hours/year.

Item: CHIEF- STRUCTURAL Chief- Structural

**Commodity** 962-58 Professional Services (Not Otherwise Classified)

Code:

Quantity: 400.0000 Unit of HR

Measure:

Require Yes Price Breaks No Allow Alternate No Response: Allowed: Responses:

Add On No Charges Allowed:

## Line 16: Chief - Mechanical

**Description:** Chief - Mechanical. Estimated 400 hours/year.

Item: CHIEF - MECHANICAL Chief - Mechanical

**Commodity** 962-58 Professional Services (Not Otherwise Classified)

Code:

Quantity: 400.0000 Unit of HR

Measure:

Require Yes Price Breaks No Allow Alternate No Response: Allowed: Responses:

Add On No Charges Allowed:

## Line 17: Chief - Electrical

**Description:** Chief - Electrical. Estimated 400 hours/year.

Item: CHIEF - ELECTRICAL Chief - Electrical

**Commodity** 962-58 Professional Services (Not Otherwise Classified)

Code:

Quantity: 400.0000 Unit of HR Measure:

Require Yes Price Breaks No Allow Alternate No Response: Allowed: Responses:

Add On No Charges Allowed:

Allowed:

## **Line 18: Chief - Plumbing**

**Description:** Chief - Plumbing. Estimated 400 hours/year.

**Item:** CHIEF - PLUMBING Chief - Plumbing

Commodity 962-58 Professional Services (Not Otherwise Classified)

Code:

Quantity: 400.0000 Unit of HR

Measure:

Require Yes Price Breaks No Allow Alternate No Response: Allowed: Responses:

Add On No Charges Allowed:

## **Line 19: Assistant Building Official**

**Description:** Assistant Building Official. Estimated 240 hours/year.

Item: ASSISTANT BUILDING OFFICIAL Assistant Building Official

**Commodity** 962-58 Professional Services (Not Otherwise Classified)

Code:

Quantity: 240.0000 Unit of HR Measure:

Require Yes Price Breaks No Allow Alternate No Response: Allowed: Responses:

Add On No Charges Allowed:

## **Line 20: Building Official**

**Description:** Building Official. Estimated 240 hours/year.

Item: BUILDING OFFICIAL Building Official

**Commodity** 962-58 Professional Services (Not Otherwise Classified)

Code:

Quantity: 240.0000 Unit of HR Measure:

Require Yes Response:

Price Breaks No Allowed:

Allow Alternate No Responses:

Add On No Charges Allowed:

## **Line 21: Permit Technician**

**Description:** Permit Technician. Estimated 2,000 hours/year.

Item: PERMIT TECHNICIAN Permit Technician

**Commodity** 962-58 Professional Services (Not Otherwise Classified)

Code:

Quantity: 2,000.0000 Unit of HR Measure:

Require Yes Price Breaks No Allow Alternate No Response: Allowed: Responses:

Add On No Charges Allowed:

## **Line 22: Emergency or Natural Disaster Inspections**

**Description:** Emergency or Natural Disaster Inspections. Estimated 6,000 hours/year.

**Item:** EMERGENCY/NATURAL DISASTER INSP. Emergency or Natural Disaster Inspections

**Commodity** 962-58 Professional Services (Not Otherwise Classified)

Code:

Quantity: 6,000.0000 Unit of HR Measure:

Require Yes Price Breaks No Allow Alternate No Response: Allowed: Responses:

Add On No Charges Allowed:

#### SECTION I - INTRODUCTION AND INFORMATION

#### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, licensed firm(s), hereinafter referred to as the Contractor, Bidder, or Proposer, to provide **Plan Review and Inspection Services** for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

#### 1.2 Point of Contact

For information concerning <u>procedures for responding to this solicitation</u>, contact Procurement Administrator, John Torrenga at (954) 828-5949 or email at jtorrenga@fortluaderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the <a href="City's on-line strategic sourcing platform">City's on-line strategic sourcing platform</a>. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors. Please note: Proposals shall be submitted as stated in PART IV — Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the <a href="City's on-line strategic sourcing platform">City's on-line strategic sourcing platform</a> shall become part of any contract that is created from this ITB.

#### 1.3 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

#### 1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

### 1.5 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the <u>City's on-line strategic sourcing platform</u> at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

#### **SECTION II - SPECIAL TERMS AND CONDITIONS**

#### 2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/22) are included and made a part of this ITB.

### 2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by the City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

## 2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

#### 2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

#### 2.5 Pricing/Delivery

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

## 2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

### 2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment, but they will not be considered in determination of award.

## 2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

### 2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

### 2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

### 2.11 Acceptance of Bids / Minor Irregularities

- 2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.
- **2.11.2** The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

#### 2.12 Modification of Services

- 2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.
- 2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.
- 2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.
- **2.12.4** If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

### 2.13 Non-Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

#### 2.14 Sample Contract Agreement

A <u>sample of the formal agreement template</u>, which may be required to be executed by the awarded vendor can be found at our website.

### 2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

#### 2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

#### 2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder

must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

- **2.17.1** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- **2.17.2** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

#### 2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with <u>City of Fort Lauderdale Ordinance No. C-11-42</u>, and <u>Resolution No. 07-101</u>, <u>Lobbying Activities</u>. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office, located at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

#### 2.19 Local Business Preference

- **2.19.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:
- **2.19.2** Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:
  - **a.** Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
  - b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.
- **2.19.3** Failure to comply at time of Bid submittal shall result in the Bidder being found ineligible for the local business preference.
- **2.19.4** The complete local business preference ordinance may be found on the City's web site: Click Here

#### 2.19.5 Definitions

- **a.** The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- **b.** The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone,

- staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- **c.** The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- **d.** The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

### 2.20 Disadvantaged Business Enterprise Preference

- 2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Bidder must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:
- **2.20.2** Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:
  - **a.** Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
  - b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri- County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.
- **2.20.3** Failure to comply at time of Bid/Proposal submittal shall result in the Bidder being found ineligible for the Disadvantaged Business Enterprise Preference business preference.
- **2.20.4** The complete disadvantaged business preference ordinance may be found on the City's web site: Click Here

#### 2.20.5 Definitions

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- **b.** The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- **d.** The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

### 2.21 Protest Procedure

- **2.21.1** Any Bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: Click Here
- **2.21.2** The complete protest ordinance may be found on the city's web site at the following link: Click Here

## 2.22 Public Entity Crimes

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

#### 2.23 Subcontractors

- 2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.
- 2.23.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including

any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

**2.23.3** Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

### 2.24 Bid Security – Not Applicable

## 2.25 Payment and Performance Bond – Not Applicable

## 2.26 Insurance Requirements

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

#### **Professional Liability**

Coverage must be afforded for Wrongful Acts in an amount not less than \$2,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

#### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

## Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

### <u>Insurance Certificate Requirements</u>

- **a.** Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- **b.** Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- **c.** In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- **e.** The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- **f.** The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- **g.** The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- **h.** The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows: City of Fort Lauderdale 401 SE 21st Street Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

### 2.27 Insurance – Sub-Contractors

Contractor shall require all its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

## 2.28 Insurance for Collection of Credit Card Payments – Not Applicable

#### 2.29 Award of Contract

Award may be in the aggregate, or by line Item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the in the City.

IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.

### 2.30 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

## 2.31 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

### 2.32 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- 2.32.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- **2.32.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- **2.32.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- 2.32.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

## 2.33 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

## 2.34 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

## 2.35 Approved Equal or Alternative Product Bids – Not Applicable

#### 2.36 Contract Period

The initial contract term shall commence upon date of award by the City or May 25, 2025, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for one additional two-year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

#### 2.37 Cost Adjustments

Prices quoted shall be firm for the initial contract term of three years. No cost increases shall be accepted in this initial contract term or the renewal option. Please consider this when providing pricing for this Invitation to Bid.

#### 2.38 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

#### 2.39 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

### 2.40 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent Far exceeds requirements.
Good Exceeds requirements
Fair Just meets requirements.

Poor Does not meet all requirements and contractor is subject to penalty

provisions under the contact.

Non-compliance Either continued poor performance after notice or a performance level that

does not meet a significant portion of the requirements.

This rating makes the Contractor subject to the default or cancellation for

cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

#### 2.41 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

## 2.42 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

## 2.43 Condition of Trade-In Equipment – Not Applicable

## 2.44 Conditions of Trade-In Shipment and Purchase Payment - Not Applicable

## 2.45 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Bidder's response to this ITB.

### 2.46 Service Organization Controls – Not Applicable

### 2.47 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

### 2.48 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the bid as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

### 2.49 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <u>Click Here</u>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <u>Click Here</u>. Any interested party may call the Procurement Services Division at 954-828-5933, or email <u>ProcurementSupport@fortlauderdale.gov</u>, for more information.

#### 2.50 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (2023) ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes (2023). Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and

that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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 <a href="mailto:precontract@fortlauderdale.gov">precontract@fortlauderdale.gov</a>, 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.

#### Contractor shall:

- 1. Keep and maintain public records required by the City in order to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records
  disclosure requirements are not disclosed except as authorized by law for the duration of the
  contract term and following completion of this contract if the Contractor does not transfer the
  records to the City.
- 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

### 2.51 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance

upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

**END OF SECTION** 

#### SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

## 3.1 Background

The City of Fort Lauderdale Development Services Department is requesting sealed proposals from qualified and experienced firms for permit technician, structural, roofing, electrical, mechanical, plumbing, landscaping, zoning, floodplain, engineering (right-of-way and utility) inspection, civil engineering plan review, and plan examination services in accordance with the requirements of Florida Statutes 468, Part XII, and Broward County Administrative Provisions to the 2007 Florida Building Code. These services shall be provided on an as needed basis, at the request of the City.

## 3.2 Scope of Work

In maintaining good customer service and responsive to our neighbors, the City requests qualified firms provide proposals to provide inspection and plan examination services (structural, roofing, plumbing, gas, electrical, mechanical HVAC, landscaping, zoning, engineering) for structures, right-of-way improvements and utilities for which permits have been issued by the City of Fort Lauderdale. Services provided under this contract will be utilized as needed or in the event of emergency.

#### 3.3 General

It is the City of Fort Lauderdale's intent and the purpose of these specifications to secure qualified firms to provide to the City of Fort Lauderdale Professional Building Code Review and Inspection Services in accordance with the requirements of Chapters 553 and 468, Part XII, Florida Statutes and engineering plan review in accordance with Chapters 25, Chapter 28 and the Uniform Land Development Regulations of the City Code of Ordinances, and engineering standards where applicable. The successful bidders shall execute a written contract approved by the City Commission. The successful bidders will be independent contractors and the individuals assigned to work for the City by the provider will be approved by the City but will not be City employees. Inspectors, Plan Examiners, and other persons assigned to work for the City shall, at all times during the term of the contract, including renewals, be licensed pursuant to Chapter 468, Part XII, Florida Statutes by the Florida Department of Business Regulation and be certified by Broward County Board of Rules and Appeals for building, electrical, mechanical, structural, plumbing, and engineering disciplines or any other appropriate discipline included in this Request For Proposal, or shall be certified by the Association of State Floodplain Managers (ASFPM) as a Certified Floodplain Manager (CFM), or certified by the International Code Council (ICC) as a Permit Technician.

## 3.4 Required Inspection and Plan Examination Services

Inspection and Plan examination services shall be conducted under the City's and all other federal, state, and local laws, rules, regulations, directives, codes and ordinances. Inspection and Plan Examination personnel shall be licensed pursuant to Chapter 468, Part XII, Florida Statutes by the Florida Department of Business Regulation and certified by Broward County Board of Rules and Appeals for structural, roofing, electrical, mechanical, and plumbing disciplines, or certified by ASFPM as a Floodplain Manager. Permit Technicians shall be certified by the ICC.

#### 3.5 Staffing

The City of Fort Lauderdale anticipates the need for additional inspectors and plan examiners due to growth and real estate development. In general, permitting activity has increased due to the economy and the South Florida real estate market. The purpose of hiring contract technical staff is considered for a number of reasons; to keep pace with current permit intake, to eliminate expired permits, reduce backlog of cases related to work performed without permits (After The Fact – ATF Permits), and eliminate the backlog of cases associated with the 40-year Safety Inspection Program. Contract staff members will

also provide assistance with the single discipline "walk-through" permit process and smaller, less complicated permitting issues that are the primary reasons for residents to visit the Building Services Division. Lastly, if needed the contractor can provide technical management assistance for division chiefs, division managers, Assistant Building Official and Building Official on a scheduled basis, and in consideration of the provision of complete inspections services for major projects requiring continuous construction activities in excess of 6 consecutive months. Once trained in the City's processes and computer system usage and given quality performance, the City may employ contractor's employees on a regularly scheduled basis for the duration of the contract period. The Contractor may not make unilateral substitutions of staff without the agreement of the City's Contract Coordinator. The estimated number of hours in each area is provided for bidding estimate purposes only and is not a guarantee of the number of hours of work for any bidder:

Estimated Hours Per Year **Contractor Classification** Structural Plans Examiner 6,000 Structural Inspector 8.000 Electrical Plans Examiner 1,200 Electrical Inspector 2.500 Mechanical Plans Examiner 2,000 Mechanical Inspector 2,000 Plumbing Plans Examiner 1,300 Plumbing Inspector 2,000 Floodplain Plans Examiner 1,300 800 Floodplain Inspector Engineering Inspector 2,500 Engineering Plans Examiner 4,000 Landscaping Inspector 2,500 Landscaping Plans Examiner 1,500 Chief- Structural 400 Chief – Mechanical 400 400 Chief – Electrical 400 Chief – Plumbing Assistant Building Official 240 **Building Official** 240 Permit Technician 2.000 Emergency or Natural Disaster Inspections (If 6,000 one occurs)

The City reserves the right to employ any, none or all of the inspectors or plan examiner from any one or any combination of successful bidders. The City reserves its exclusive right to reject any employee proposed by any bidder.

Inspection and Plan Examination services provided (in addition to the other services provided) in the event of an emergency or natural disaster shall be provided in all of the relevant disciplines as well as providing all administrative documentation as required by the City.

#### 3.6 Qualifications of Personnel / Certification Requirements

All structural, electrical, mechanical, plumbing, roofing, engineering, landscaping inspectors and/or examiners must have current, appropriate certification from the State of Florida Department of Business and Professional Regulation and Broward County Board of Rules and Appeals. In addition, Engineering plans examiners shall have the following certifications: a) Worksite Traffic Control Supervisor (American

Association of Traffic Safety Association or approved equivalent) and b) Florida Stormwater, Erosion and Sedimentation Control (two-day program).

All inspectors and examiners shall have a valid driver's license in the State of Florida and at the Contractor's expense be able to pass a background security check relevant to the position. These requirements must be maintained throughout the term of the resulting contract, including any renewal periods. All Floodplain Examiners shall be certified by ASFPM. All Permit Technicians shall be certified by ICC.

### 3.7 Responsibilities

- 3.7.1 Respectful to neighbors, contractors, staff and supervisors at all times
- **3.7.2** Represent the City of Fort Lauderdale in a professional and courteous manner
- 3.7.3 Able to follow the City's work rules and procedures reliably and consistently
- 3.7.4 Able to accept and provide constructive criticism
- **3.7.5** Able to perform their responsibilities successfully, independently, and efficiently in a diverse work environment with minimal direct supervision
- **3.7.6** Able to work reliably on a regularly scheduled basis during the term of the contract
- 3.7.7 Able to learn to use City's computer system effectively within a reasonable time frame
- **3.7.8** Responsible for maintaining the integrity of and access to confidential information, especially information maintained on the city's computer records systems, consistent with the requirements of the State of Florida Sunshine Law requirements, licensing restrictions, and copyright limitations
- **3.7.9** Able to prepare and record written reports and records of work activities and accurately log daily activities in the City's computer system
- **3.7.10** Able to effectively listen to, understand and provide reliable answers to questions from owners, contractors, architects, engineers, neighbors, supervisors and co-workers
- **3.7.11** Able to work during normal business hours of 7:30-4:30, Monday through Friday or as agreed upon otherwise with their supervisor, as well as irregular hours as required during an emergency or natural disaster
- **3.7.12** Able to safely operate a motor vehicle in the course of their daily assignments. Vehicles for contracted staff shall be the responsibility of the Contractor. The City of Fort Lauderdale will not provide vehicles for contracted staff.
- **3.7.13** Able to work effectively with other city employees and employees from competing bidders The City reserves the exclusive right to reject any employee provided by any bidder at any time.

**END OF SECTION** 



## **NON-COLLUSION STATEMENT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

- 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).
- 3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
In the event the vendor does not indicate an the vendor has indicated that no such relat	y names, the City shall interpret this to mean that ionships exist.
Authorized Signature	Title
Name (Printed)	 Date



# CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature	Print Name and Title	
Date		



## **CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment	you prefer:	
MasterCard		
Visa		
Company Name		
Name (Printed)	Signature	
Title	Date	



## LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of bid submittal.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

# THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

https://library.municode.com/fl/fort\_lauderdale/codes/code\_of\_ordinances?nodeld=COOR\_CH2AD\_A RTVFI\_DIV2PR\_S2-186LOBUPRPR

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

- 1. Class A Business shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- 2. Class B Business shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- 3. Class C Business shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
- 4. Class D Business shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

Forms Non-ISO Revision 03/31/2021

### LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

AUTH	ORIZED COMPANY PERSON:	PRINT NAME SIGNATURE DATE
BIDDE	ER'S COMPANY:	
	Business Name	
(6)	Dusing a Manage	is considered a <b>Class D</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.
	Business Name	be provided within 10 calendar days of a formal request by the City.
(5)		requests a <b>Conditional Class B</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall
	Business Name	be provided within 10 calendar days of a formal request by the City.
(4)		requests a <b>Conditional Class A</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall
(3)	Business Name	provided within 10 calendar days of a formal request by the City.
	Dusiness Name	is a <b>Class C</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be
(2)	Business Name	is a <b>Class B</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
	Business Name	
(1)		is a <b>Class A</b> Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

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## DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <a href="https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883">https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883</a>

#### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- **d.** The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Forms Non-ISO 03/17/2021

### **DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1)	Business Name	is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
		is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale
(2)		Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
•	Business Name	
(3)		is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
	Business Name	
(4)		is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.
•	Business Name	<u> </u>
(5)		is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.
	Business Name	
BIDDE	ER'S COMPANY:	
ΛΙΙΤ⊔	ORIZED COMPANY PERSON:	
AU 111	ONIZED COIVII ANT FENCON.	PRINT NAME SIGNATURE DATE

Forms Non-ISO 03/17/2021

## **E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No:  Project Description:		
Security's E-Verify System to verify the employment eligibility of,		
(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,		
(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.		
The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.		
Contractor/Proposer/ Bidder Company Name:		
Authorized Company Person's Signature:		
Authorized Company Person's Title:		

# AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS (Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- 1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- 2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- 3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
- 4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- 5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
- 6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(l), Florida Statutes)
- 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
- 9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name:	Title:	Entity:	
Signature:	Date:		
	NOTARY PUBLIC A	ACKNOWEDGEMENT SECTION	
STATE OF			
COUTY OF			
		fore me, by means of ☐ physical presence 20, by	
	for		, who is
personally known to me or w	ho has produced	as identification.	
Notary Public Signature:		(Notary Seal)	
Print Name:		My commission expires:	

## **REFERENCES**

All references shall include owner, address, contact name, phone number, email and the contract value. References shall not include the City of Fort Lauderdale. A minimum of three (3) references shall be provided:

1.	Company Name:		
	Address:		
	Contract Value:	Year:	
2.	Company Name:		
	Address:		
	Contact Name:		
	Phone #:		
		Year:	
3.	Company Name:		
	Contact Name:		
	Phone #:		
	Email Address:		
	Contract Value:	Year:	
4.	Company Name:		
	Address:		
	Contact Name:		
	Email Address:		
	Contract Value:	Year:	
5.	Company Name:		
	Address:		
	Contact Name:		
	Phone #:		
	Contract Value:		

#### CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

<u>Please Note</u>: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the <u>City's on-line strategic sourcing platform</u> prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state,

in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/). Company: (Legal Registration) EIN (Optional): City: State: Zip: Telephone No.: FAX No.: Email: Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): Total Bid Discount (section 1.05 of General Conditions): Check box if your firm qualifies for DBE (section 1.09 of General Conditions): ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal: Addendum No. Date Issued Addendum No. Date Issued Addendum No. Date Issued Addendum No. Date Issued VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation. Submitted by: Name (printed) Signature Title Date

The undersigned, on behalf of	
a (State)	(Type of Entity), ("Nongovernmental
Entity"), under penalty of perjury, hereby	deposes and says:
1. My name is	
2. I am an officer or author	rized representative of the Nongovernmental Entity.
•	al Entity does not use coercion for labor or services as a Statutes (2024), as may be amended or revised.
Under penalties of perjury, I of Trafficking Affidavit and that the facts start	declare that I have read the foregoing Anti-Human ted in it are true.
Signature of Officer or Representative: _	
Name of Officer or Representative:	Title:
Office Address:	
	FEIN No.:
	e me by means of □ physical presence or □ online , 2024, by
(SEAL)	(Signature of Notary Public – State of)  Print, Type or Stamp Commissioned Name of Notary Public)
Personally Known OR Produced Ide	entification
Type of Identification Produced	





## Response For Supplier: Calvin, Giordano & Associates, Inc.

Event #: 360-1

Name: Plan Review and Inspection Services

Description: The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed

firm(s), hereinafter referred to as the Contractor or Bidder, to provide Plan Review and Inspection Services for the City, in accordance with the terms, conditions, and specifications contained in this

Invitation to Bid (ITB).

Date created: September 12,

2024 2:02:47 PM EDT

Preview date:

Open date: September 12,

2024 2:00:00 PM EDT

Close Date: 10/09/2024 02:00:00 PM EST

Responded To: 22 Out of 22 Lines

Total Bid Amount: 5,334,800.00 Response Currency: USD

Date submitted: October 8, 2024 11:59:19 AM EDT

Q & A open date: September 12, 2024 2:00:00 PM EDT

Q & A close date: September 27, 2024 2:00:00 PM EDT

Dispute close date:

## **Question Responses**

Question Answer Attachment

Did you complete and upload the required Yes forms?

CGA Required Forms Signed.pdf

Question Answer Attachment

Do you acknowledge that if your firm is awarded this contract, your firm will have to complete and submit the attached -Anti-Human Trafficking Affidavit Per Florida Statute 787.06 (2024), (13).

Yes

Florida Statute 787.06 (2024), (13) When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

## **Response Attachments**

### Attachment

CGA\_Fort Lauderdale Plan Review and Inspection Services\_Technical Response.pdf

## **Line Responses**

## **Line 1: Structural Plans Examiner**

**Description:** Structural Plans Examiner - Estimated 6,000 hours/year.

Item: INSPECTION & PLAN REVIEW SERVICE Structural Plans Examiner

**Commodity Code:** 962-58 Professional Services (Not Otherwise Classified)

Quantity: 6,000.0000 Unit of Measure: HR

No Charge: No No Bid: No

# **Line 2: Structural Inspector**

**Description:** Structural Inspector. Estimated 8,000 hours/year.

Item: STRUCTURAL INSPECTOR Structural Inspector

**Commodity Code:** 962-58 Professional Services (Not Otherwise Classified)

Quantity: 8,000.0000 Unit of Measure: HR

No Charge: No No Bid: No

# **Line 3: Electrical Plans Examiner**

**Description:** Electrical Plans Examiner. Estimated 1,200 hours/year.

**Commodity Code:** 962-58 Professional Services (Not Otherwise Classified)

Quantity: 1,200.0000 Unit of Measure: HR

No Charge: No No Bid: No

# **Line 4: Electrical Inspector**

**Description:** Electrical Inspector. Estimated 2,500 hours/year.

Item: ELECTRICAL INSPECTOR Electrical Inspector

Commodity Code: 962-58 Professional Services (Not Otherwise Classified)

Quantity: 2,500.0000 Unit of Measure: HR

No Charge: No No Bid: No

# **Line 5: Mechanical Plans Examiner**

**Description:** Mechanical Plans Examiner. Estimated 2,000 hours/year.

Item: MECHANICAL PLANS EXAMINER Mechanical Plans Examiner

**Commodity Code:** 962-58 Professional Services (Not Otherwise Classified)

Quantity: 2,000.0000 Unit of Measure: HR

Bid Quantity: 2,000.0000 Unit Price: 100.0000 Extended Amount: 200,000.00

No Charge: No No Bid: No

# **Line 6: Mechanical Inspector**

**Description:** Mechanical Inspector. Estimated 2,000 hours/year.

Item: MECHANICAL INSPECTOR Mechanical Inspector

**Commodity Code:** 962-58 Professional Services (Not Otherwise Classified)

Quantity: 2,000.0000 Unit of Measure: HR

No Charge: No No Bid: No

# **Line 7: Plumbing Plans Examiner**

**Description:** Plumbing Plans Examiner. Estimated 1,300 hours/year.

Item: PLUMBING PLANS EXAMINER Plumbing Plans Examiner

**Commodity Code:** 962-58 Professional Services (Not Otherwise Classified)

Quantity: 1,300.0000 Unit of Measure: HR

No Charge: No No Bid: No

# **Line 8: Plumbing Inspector**

**Description:** Plumbing Inspector. Estimated 2,000 hours/year.

Item: PLUMBING INSPECTOR Plumbing Inspector

Commodity Code: 962-58 Professional Services (Not Otherwise Classified)

Quantity: 2,000.0000 Unit of Measure: HR

Bid Quantity: 2,000.0000 Unit Price: 90.0000 Extended Amount: 180,000.00

No Charge: No No Bid: No

# **Line 9: Floodplain Plans Examiner**

**Description:** Floodplain Plans Examiner. Estimated 1,300 hours/year.

Item: FLOODPLAIN PLANS EXAMINER Floodplain Plans Examiner

**Commodity Code:** 962-58 Professional Services (Not Otherwise Classified)

Quantity: 1,300.0000 Unit of Measure: HR

No Charge: No No Bid: No

# Line 10: Floodplain Inspector

**Description:** Floodplain Inspector. Estimated 800 hours/year.

Item: FLOODPLAIN INSPECTOR Floodplain Inspector

**Commodity Code:** 962-58 Professional Services (Not Otherwise Classified)

Quantity: 800.0000 Unit of Measure: HR

Bid Quantity: 800.0000 Unit Price: 135.0000 Extended Amount: 108,000.00

No Charge: No No Bid: No

# **Line 11: Engineering Inspector**

**Description:** Engineering Inspector. Estimated 2,500 hours/year.

Item: ENGINEERING INSPECTOR Engineering Inspector

**Commodity Code:** 962-58 Professional Services (Not Otherwise Classified)

Quantity: 2,500.0000 Unit of Measure: HR

No Charge: No No Bid: No

## **Line 12: Engineering Plans Examiner**

**Description:** Engineering Plans Examiner. Estimated 4,000 hours/year.

Item: ENGINEERING PLANS EXAMINER Engineering Plans Examiner

**Commodity Code:** 962-58 Professional Services (Not Otherwise Classified)

Quantity: 4,000.0000 Unit of Measure: HR

Bid Quantity: 4,000.0000 Unit Price: 186.0000 Extended Amount: 744,000.00

No Charge: No No Bid: No

# **Line 13: Landscaping Inspector**

**Description:** Landscaping Inspector. Estimated 2,500 hours/year.

Item: LANDSCAPING INSPECTOR Landscaping Inspector

**Commodity Code:** 962-58 Professional Services (Not Otherwise Classified)

Quantity: 2,500.0000 Unit of Measure: HR

No Charge: No No Bid: No

# **Line 14: Landscaping Plans Examiner**

**Description:** Landscaping Plans Examiner. Estimated 1,500 hours/year.

Item: LANDSCAPING PLANS EXAMINER Landscaping Plans Examiner

**Commodity Code:** 962-58 Professional Services (Not Otherwise Classified)

Quantity: 1,500.0000 Unit of Measure: HR

No Charge: No No Bid: No

## Line 15: Chief- Structural

**Description:** Chief- Structural. Estimated 400 hours/year.

Item: CHIEF- STRUCTURAL Chief- Structural

Commodity Code: 962-58 Professional Services (Not Otherwise Classified)

Quantity: 400.0000 Unit of Measure: HR

Bid Quantity: 400.0000 Unit Price: 112.0000 Extended Amount: 44,800.00

No Charge: No No Bid: No

# Line 16: Chief - Mechanical

**Description:** Chief - Mechanical. Estimated 400 hours/year.

Item: CHIEF - MECHANICAL Chief - Mechanical

Commodity Code: 962-58 Professional Services (Not Otherwise Classified)

Quantity: 400.0000 Unit of Measure: HR

Bid Quantity: 400.0000 Unit Price: 112.0000 Extended Amount: 44,800.00

No Charge: No No Bid: No

# Line 17: Chief - Electrical

**Description:** Chief - Electrical. Estimated 400 hours/year.

Item: CHIEF - ELECTRICAL Chief - Electrical

Commodity Code: 962-58 Professional Services (Not Otherwise Classified)

Quantity: 400.0000 Unit of Measure: HR

Bid Quantity: 400.0000 Unit Price: 112.0000 Extended Amount: 44,800.00

No Charge: No No Bid: No

# **Line 18: Chief - Plumbing**

**Description:** Chief - Plumbing. Estimated 400 hours/year.

Item: CHIEF - PLUMBING Chief - Plumbing

**Commodity Code:** 962-58 Professional Services (Not Otherwise Classified)

Quantity: 400.0000 Unit of Measure: HR

Bid Quantity: 400.0000 Unit Price: 112.0000 Extended Amount: 44,800.00

No Charge: No No Bid: No

# **Line 19: Assistant Building Official**

**Description:** Assistant Building Official. Estimated 240 hours/year.

Item: ASSISTANT BUILDING OFFICIAL Assistant Building Official

**Commodity Code:** 962-58 Professional Services (Not Otherwise Classified)

Quantity: 240.0000 Unit of Measure: HR

Bid Quantity: 240.0000 Unit Price: 120.0000 Extended Amount: 28,800.00

No Charge: No No Bid: No

# **Line 20: Building Official**

**Description:** Building Official. Estimated 240 hours/year.

Item: BUILDING OFFICIAL Building Official

**Commodity Code:** 962-58 Professional Services (Not Otherwise Classified)

Quantity: 240.0000 Unit of Measure: HR

Bid Quantity: 240.0000 Unit Price: 120.0000 Extended Amount: 28,800.00

No Charge: No No Bid: No

# **Line 21: Permit Technician**

**Description:** Permit Technician. Estimated 2,000 hours/year.

Item: PERMIT TECHNICIAN Permit Technician

Commodity Code: 962-58 Professional Services (Not Otherwise Classified)

Quantity: 2,000.0000 Unit of Measure: HR

No Charge: No No Bid: No

# Line 22: Emergency or Natural Disaster Inspections

**Description:** Emergency or Natural Disaster Inspections. Estimated 6,000 hours/year.

**Item:** EMERGENCY/NATURAL DISASTER INSP. Emergency or Natural Disaster Inspections

**Commodity Code:** 962-58 Professional Services (Not Otherwise Classified)

Quantity: 6,000.0000 Unit of Measure: HR

No Charge: No No Bid: No



# **City of Fort Lauderdale**

**Plan Review and Inspection Services** 

# Project No.

ITB Event # 360

## Offerer

Calvin, Giordano & Associates, Inc.

## **Due Date and Time**

October 9, 2024 | 2:00 pm EST

## **Project Manager**

Pete Deveaugh 954.444.3581.857.4275 pdeveaugh@cgasolutiions.comm

## **Address**

1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316



# Calvin, Giordano & Associates, Inc.

# A SAFEbuilt COMPANY

Building Code Services
Civil Engineering / Roadway
& Highway Design

Coastal Engineering

Code Enforcement

Construction Engineering & Inspection (CEI)

Construction Services

Data Technologies & Development

**Electrical Engineering** 

Engineering

**Environmental Services** 

Facilities Management

Grant Management & Writing

Geographic Information Systems (GIS)

Government Services

Indoor Air Quality (IAQ)

Landscape Architecture

Planning

Project Management

Redevelopment & Urban Design

Surveying & Mapping

Transportation & Mobility

Transportation Planning

Water / Utilities Engineering

Website Development

1800 Eller Drive Suite 600 Fort Lauderdale, FL 33316 Tel: 954.921.7781 Fax: 954.921.8807

www.cgasolutions.com

October 8, 2024

John Torrenga, CPPB
Team Lead, Procurement Administrator
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 1400
Fort Lauderdale, FL 33301

# RE: Response to ITB Event # 360 - Plan Review and Inspection Services

Dear Members of the Evaluation Committee:

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit a proposal in response to ITB Event # 360 for Plan Review and Inspection Services from the City of Fort Lauderdale (the City). CGA is a multidisciplinary firm that specializes in providing a range of professional services, including Housing Inspections, Building Services, Code Enforcement, Planning and Zoning, Urban Design, Master Planning, Transportation, Engineering, Construction Engineering Inspections, and Landscape Architecture Services to both public and private sector clients throughout Florida.

# **Brief Summary of the Company**

CGA's history dates back to 1937 when the company was founded in Hollywood, FL. Since then, we have grown from a two-person surveying firm to an organization with over 340 employees, expanding geographically throughout Florida with offices in West Palm Beach, Fort Lauderdale, Miami, Port St. Lucie, Orlando, Clearwater, and Estero. Today, CGA serves over 100 clients across Florida, including municipalities, counties, state and federal agencies, school districts, and higher education institutions. We provide the same or similar services to more than 50 of these clients.

Our extensive experience working closely with local governments sets us apart from other firms, enabling us to consistently deliver creative and practical solutions to our clients. This deep knowledge and expertise distinguish us from other consulting firms.

Guided by our core values of teamwork, service, integrity, respect, and continuous improvement, our team is enthusiastic about the opportunity to showcase our expertise, dedication, and unwavering commitment to delivering exceptional building services to the City. We understand the City prioritizes selecting a partner who aligns with its vision, values, and technical requirements as outlined in the ITB. CGA aspires to be that partner, and we look forward to demonstrating our commitment through this proposal and future discussions.

# **Project Team**

CGA thoroughly screens prospective personnel for the right experience and qualifications to perform their assigned duties. With 87 years of industry experience, we are very familiar with each position's requirements within the different Building Official, Plan Review, and Inspection Services disciplines. We look for candidates with a well-rounded background in the code compliance, building services, and construction industries; a passion for the work; and a drive to get the job done correctly and on schedule. We actively pursue self-motivated, personable candidates who can easily integrate into any team setting.

FORT LAUDERDALE FORT LAUDERDALE MIAMI-DADE WEST PALM BEACH CLEARWATER/TAMPA ESTERO PORT ST. LUCIE

Fully utilizing our diversified staff's experience and knowledge distinguishes CGA as a professional consultant and allows our team to repeatedly complete projects on time, under budget, and exceed expectations.

CGA is confident that we can provide the staff you need when needed. Our model offers real advantages to the City, providing flexibility and a sense of security, knowing that reliable expertise is always on hand, without the hassle of the staffing issues or fixed costs that come with an in-house department. We can quickly increase or decrease employee size through our scheduling process, and our commitment to service delivery for the City is always number one.

# **Company Qualifications and Experiences for Similar Services**

CGA offers a simple, straightforward approach to service delivery. We source, vet, and maintain a team of experienced and credentialed professionals who stand ready to assist the City in an on-call capacity for the duration of the contract term. All proposed staff have supported other CGA projects for at least six months and possess the minimum requirements for experience and qualifications as requested by the ITB. In accordance with our core value of continuous improvement, CGA provides certification training to encourage individual growth.

Over the past 87 years, our focus has remained on servicing the municipal client space in Florida. From the beginning, much of our reputation was built on repeat business with clients from the public and private sectors. Our large number of repeat and long-term clients affirm that using a personal approach and delivering quality work is the key to our success. Because of our diversity, CGA can control the entire process, offering a host of professional services as a one-source partner or efficiently tackling time-sensitive individual projects, providing customized solutions with handpicked teams of highly experienced professionals.

For almost nine (9) decades, we have gained institutional knowledge and a comprehensive understanding of how to provide municipal clients with operational services. We have increased our service line delivery through the years to include and exceed those contemplated in this solicitation package.

The majority of our staff have previous experience working directly for or supporting counties and municipalities, giving them a unique insight from "both sides of the table." Our staff has not only drafted goals, objectives, policies and county regulations, we have also implemented them, thereby allowing us to draft the appropriate policies and regulations that are able to be enforced. Taking advantage of our diversified staff's experience and knowledge distinguishes CGA from other professional consultants and allows our team to repeatedly provide final documents that are catered to the jurisdiction and completed on time, under budget, and exceeding expectations while doing so.

In 2018, CGA joined the SAFEbuilt family of companies, providing our clients with the stability and depth of resources of a national company—with service delivery at a local level. CGA provides a comprehensive range of Building Official, Plan Review, and Inspection Services to municipalities throughout Florida. We leverage our extensive local knowledge alongside the broader capabilities of our parent company, SAFEbuilt, to deliver each client the highest levels of service, expertise, and resources.

Today, CGA's 500+ employees support 120 municipal, state, and federal governments, school districts, and higher learning institutions. We provide the same or similar services to the 51 municipal clients. On the following page you will find a table that presents a list of these clients,

# FIRM PROFILE

# **YEAR FOUNDED**

1937

# **OWNERSHIP**

The Riverside Company of Cleveland, OH

### **ENTITY**

Subsidiary of SAFEbuilt, LLC

# **CGA HEADQUARTERS**

1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316 P: 954.921.7781 F: 954.921.8807

# **EMPLOYEES**

500 + Employees Statewide

#### **CLIENTS**

Currently Supporting 106
Organizations Throughout Florida

#### PRESIDENT

Chris Giordano
President of CGA & CEO of
SAFEbuilt, LLC
954.921.7781

marketing@cgasolutions.com

# PROJECT NANAGER

Pete De veaugh
Regional Operat ons and Project
Man ager
954.441.3581

pdeveaugh@cgasolutions.com

As part of SAFEbuilt, we will focus on continued growth in Florida, implementing new technologies and expanding our services along the way to meet the ever-changing needs of our clients. We will strive to develop new partnerships with organizations and businesses to provide superior services and create an even more comprehensive suite of solutions for our clients. As the world of construction and development continues to evolve, CGA will remain committed to providing its clients with the best solutions, helping them achieve their goals and create a better future.

# **List of Clients with Similar Services Across the State**

CLIENT	Similar Services
Village of Bal Harbour	Building Inspection and Plan Review
Town of Bay Harbor Islands	Building Inspection
City of Boynton Beach	Building Inspection, Plan Review, and Building Department Management
Charlotte County	Building Inspection and Plan Review
City of Coconut Creek	Building Inspection, Plan Review, and Building Department Management
City of Coral Springs	Building Inspection and Plan Review
City of Crystal River	Building Inspection, Plan Review, Building Department Management, and Fire
Town of Cutler Bay	Plan Review, Building Inspection, and Permit Technician
Town of Davie	Building Inspection, Plan Review, and Construction Engineering Inspection
City of Deerfield Beach	Building Inspection, Plan Review, Code Enforcement, and Building Department Management
City of Doral	Building Inspection, Plan Review, and Building Official
City of Dunedin	Code Enforcement
Village of Estero	Plan Review, Building Inspection, Permit Technician, and Building Department Management
City of Fort Lauderdale	Building Inspection and Plan Review
Town of Fort Myers Beach	Building Inspection, Plan Review, Construction Engineering, Planning & Zoning, and Building Department Management
City of Fort Myers	Code Enforcement
City of Hallandale Beach	Building Inspection, Plan Review, Building Official, and Permit Technician
Town of Hillsboro Beach	Building Inspection, Plan Review, Code Enforcement, and Building Department Management
City of Hollywood	Building Inspection and Plan Review
Village of Indiantown	Building Inspection, Plan Review, and Building Department Management
Town of Jupiter	Building Inspection and Plan Review
City of Lake Mary	Plan Review
Town of Lantana	Building Inspection, Plan Review, and Building Department Management,
City of Lighthouse Point	Building Official, Building Inspection, Permit Technician and Plan Review
Town of Loxahatchee Groves	Building Department Management, Building Official, Code Enforcement, and Permit Technician
City of Marco Island	Construction Engineering Inspections
City of Margate	Building Department Management, Building Inspection, and Plan Review
Miami-Dade County	Construction Engineering Inspection
City of Naples	Building Inspection and Plan Review
City of New Smyrna Beach	Building Inspection and Plan Review
Village of North Bay	Code Enforcement
City of North Lauderdale	Code Enforcement
City of North Miami Beach	Construction Engineering Inspection

CLIENT	SIMILAR SERVICES					
City of North Port	Building Inspection and Plan Review					
City of Oakland Park	Construction Engineering Inspection, Building Inspection, and Plan Review					
Town of Orchid	Code Enforcement					
Osceola County	Building Inspection and Plan Review					
Village of Palmetto Bay	Construction Engineering Inspection, Building Inspection, Code Enforcement, Building Department Management					
City of Parkland	Building Inspection and Plan Review					
City of Pembroke Pines	Building Department Management, Building Official, Permit Technician, Building Inspection and Plan Review					
City of Pompano Beach	Construction Engineering Inspection					
Village of Sea Ranch Lakes	Code Enforcement					
Seminole County	Building Inspection and Plan Review					
City of South Pasadena	Building Inspection and Plan Review					
City of St. Cloud	Building Department Management, Building Inspection, and Plan Review					
City of Tamarac	Building Department Management, Building Inspection, and Plan Review					
City of Weston	Code Enforcement and Construction Engineering Inspections					
City of Wilton Manors	Building Department Management, Building Official, Building Inspection, Permit Technician, and Plan Review					
City of Winter Park	Building Inspection					

"The CGA building department team assisted the City with the deployment of our online permitting platform and continues to provide resources to improve the system. Their team was a valuable resource in this endeavor."

- Michael Stamm, Director of Planning & Economic Development, City of Pembroke Pines, FL

"I use CGA anytime the project success is critical. My commission routinely praises the team at CGA. They make us all look brilliant."

- William "Mac" Serda, Town Manager, Town of Hillsboro Beach, FL

# **License and Certifications**

# State of Florida Department of State

I certify from the records of this office that CALVIN, GIORDANO & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on June 27, 1985.

The document number of this corporation is M17373.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 5, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of February, 2024



Secretary of State

Tracking Number: 7278348701CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

#### BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-357-4829 VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

**Business Opened:**09/07/1999

Receipt #:315-316 (ENGINEER SURVEYOR Business Name: CALVIN GIORDANO & ASSOCIATES INC

Business Type: OFFICE CORP)

Owner Name: DENNIS GIORDANO Business Location: 1800 ELLER DR 600

State/County/Cert/Reg: FT LAUDERDALE **Exemption Code:** 

**Business Phone:** 954-921-7781

**Employees** Machines Professionals Rooms Seats 183

For Vending Business Only								
	Number of Machines: Vending Type:							
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid		
45.00	0.00	0.00	0.00	0.00	0.00	45.00		

Receipt Fee 45.00 0.00 Packing/Processing/Canning Employees

#### THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

#### Mailing Address:

CALVIN GIORDANO & ASSOCIATES INC 1800 ELLER DR 600 FORT LAUDERDALE, FL 33316

Receipt #WWW-23-00264066 Paid 07/02/2024 45.00

## 2024 - 2025

#### BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-357-4829 VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

**Receipt #:** 315-316

Business Type: ENGINEER (ENGINEER SURVEYOR Business Name: CALVIN GIORDANO & ASSOCIATES INC

OFFICE CORP)

Owner Name: DENNIS GIORDANO **Business Opened: 09/07/1999** 

Business Location: 1800 ELLER DR 600 State/County/Cert/Reg: FT LAUDERDALE **Exemption Code:** 

Business Phone: 954-921-7781

**Employees** Machines **Professionals** Rooms Seats 183

Sig	gnature	For Vending Business Only						
		Number of Mac	achines: Vending Type:					
	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid	
	45.00	0.00	0.00	0.00	0.00	0.00	45.00	

Receipt #WWW-23-00264066 Paid 07/02/2024 45.00



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/23/2024

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 have ADDITIONAL INSURED provisions or 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).

CONTACT   Lauren Mayer	tine comments account to the comments and					
2200 N. Commerce Parkway Suite 200   EARCH   Suite 200   EARCH			CONTACT NAME: Lauren Mayer			
E-MAIL   ADDRESS:   lauren.mayer@mcgriff.com			PHONE (A/C, No. Ext): 954-385-6022	FAX (A/C, No): 866-802	2-8684	
INSURER A: Berkshire Hathaway Homestate Ins Co 20044  INSURER B: Great American E&S Insurance Company 27522  INSURER B: Great American E&S Insurance Company 37532  INSURER C: Everest Indemnity Insurance Company 37532  INSURER D: Everest Premier Insurance Company 10851  INSURER B: Bridgeway Insurance Company 10645  INSURER B: Bridgeway Insurance Company 12489			I E-MAII			
INSURER B: Great American E&S Insurance Company 37532 Calvin, Giordano & Associates, Inc. 1800 Eller Dr. Suite 600, 114, 501 Fort Lauderdale FL 33316-4208 INSURER B: Great American E&S Insurance Company 10851 INSURER C: Everest Indemnity Insurance Company 16045 INSURER E: Bridgeway Insurance Company 12489	Weston FL 33326		INSURER(S) AFFORDING COVERAGE		NAIC#	
INSURER B : Great American E&S insurance Company 3/532 Calvin, Giordano & Associates, Inc. 1800 Eller Dr. Suite 600, 114, 501 Fort Lauderdale FL 33316-4208 INSURER D : Everest Indemnity Insurance Company 16045 INSURER E : Bridgeway Insurance Company 12489			INSURER A: Berkshire Hathaway Homestate Ins C	0	20044	
1800 Éller Dr. Suite 600, 114, 501 Fort Lauderdale FL 33316-4208  INSURER D : Everest Indemnity Insurance Company  10851 INSURER D : Everest Premier Insurance Company  16045 INSURER E : Bridgeway Insurance Company  12489		132SAFEBLLC	INSURER B: Great American E&S Insurance Comp	any	37532	
Fort Lauderdale FL 33316-4208  INSURER D: Everest Premier Insurance Company 16045  INSURER E: Bridgeway Insurance Company 12489			INSURER c : Everest Indemnity Insurance Company		10851	
			INSURER D: Everest Premier Insurance Company		16045	
INSURER F: Lexington Insurance Company 19437			INSURER E: Bridgeway Insurance Company		12489	
			INSURER F: Lexington Insurance Company		19437	

COVERAGES CERTIFICATE NUMBER: 1322916731 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		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
С	Х	CLAIMS-MADE X OCCUR	Υ	Υ	CF3GL00415231	10/3/2023	10/3/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 300,000
	Х	10,000						MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	_	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	Х	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
D	AUT	OMOBILE LIABILITY	Υ	Υ	CF3CA00337231	10/3/2023	10/3/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	Χ	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								,	\$
E		UMBRELLA LIAB X OCCUR	Υ	Υ	8EA7XL000207902 011170903	10/3/2023 10/3/2023	10/3/2024 10/3/2024	EACH OCCURRENCE	\$ 10,000,000
Ι΄	Х	EXCESS LIAB CLAIMS-MADE			011170903	10/3/2023	10/3/2024	AGGREGATE	\$ 10,000,000
		DED X RETENTION \$ 0							\$
Α		KERS COMPENSATION EMPLOYERS' LIABILITY		Υ	SAWC561586	5/12/2024	5/12/2025	X PER OTH- STATUTE ER	
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE T/N	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	i, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
В	Profe	essional Liability			TER5070488	10/3/2023	10/3/2024	Each Claim/Aggregate	10,000,000

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

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
For Informational Purposes Only	AUTHORIZED REPRESENTATIVE  HULLIAND

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# Licensure

We have provided our project team's licenses/certifications below.

# **Christopher Torres**

Standard Inspector TORRES, CHRISTOPHER ORIOL

BN8947 Primary Inspector Current, Active 11/30/2025

Main Address\*: Private

Standard Plans Examiner

TORRES, CHRISTOPHER ORIOL

Primary

Application in Progress

Main Address\*: Private

#### **Daniel Conkie**

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Standard Inspector	CONKIE, DANIEL WALTER	Primary	BN6762 Inspector	Current, Active 11/30/2025

Main Address\*: Private

Standard Plans Examiner

CONKIE, DANIEL WALTER

Primary

PX4018 Plans Examiner Current, Active 11/30/2025

Main Address\*: Private

# **David Deso**

#### **Broward County** Board of Rules & Appeals

Hereby certifies David Stanley Deso, Jr. is competent as

Chief Mechanical Inspector

For Pembroke Pines in accordance with the provisions in Florida Building Code & Broward County Administrative Code. CMC1249608 CAC054687 PX1997 BN4104

Expiration Date: 12/31/2025

# **Gregorio Diaz**

#### **Broward County** Board of Rules & Appeals

Hereby certifies Gregorio Diaz

is competent as
Chief Plumbing Inspector

iliding Code & Broward County Administrative CFC1425674 BU1885 PX1271 BN149

Authorized

Expiration Date: 12/31/2025

#### **Broward County** Board of Rules & Appeals

Hereby certifies David Stanley Deso, Jr. is competent as

Mechanical Plans Examiner/Inspector
License Numbers: Building Official, please see reverse side.
CMC1249608 CAC054687 PX1997 BN4104

Authorized Signature:

Expiration Date: 12/31/2025

#### Broward County Board of Rules & Appeals

Hereby certifies Gregorio Diaz is competent as

Plumbing Plans Examiner/Inspector License Numbers: Building Official, please see reverse side. CFC1425674 BU1885 PX1271 BN149

Authorized Signature:



Expiration Date: 12/31/2025

# **Doug Wansor**

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Standard Plans Examiner	WANSOR, DOUGLAS LEE	Primary	PX4416 Plans Examiner	Current, Active 11/30/2025
Main Address*:	Private			
Standard Inspector	WANSOR, DOUGLAS LEE	Primary	BN7545 Inspector	Current, Active 11/30/2025
Main Address*:	Private			

# **Howard Duncanson**

License Type	Name	Name Type	License Number/ Rank	Status/Expires	
Standard Inspector	DUNCANSON, HOWARD ANTHONY	Primary		Application in Progress	
Main Address*	: 8362 PINES BLVD 405 PEMBROKE PINES, FL 33	8024			
Provisional Building Inspector	DUNCANSON, HOWARD ANTHONY	Primary		Application in Progress	
Main Address*: 8362 PINES BLVD 405 PEMBROKE PINES, FL 33024					

# **Kevin Donovan**

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Standard Plans Examiner	DONOVAN, KEVIN JAMES	Primary	PX1264 Plans Examiner	Current, Active 11/30/2025
License Location Address*:	dress*: Private 1807 SW 102 ND AVE. MIRAMA	AR, FL 33025-3950		
Standard Inspector	DONOVAN, KEVIN JAMES	Primary	BN121 Inspector	Current, Active 11/30/2025
License Location Address*:	dress*: Private 1807 SW 102 ND AVE. MIRAMA	AR, FL 33025-3950		
Certified General Contractor	DONOVAN, KEVIN JAMES	Primary	CGC037434 Cert General	Current, Active 08/31/2024

Main Address\*: 1807 SW 102 ND AVE. MIRAMAR, FL 33025-3950



# **K-Maron Perdue**

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Standard Inspector	PERDUE, K MARON	Primary	BN6514 Inspector	Current, Active 11/30/2025
Main Address*:	Private			
Building Code Administrator	PERDUE, K MARON	Primary	BU2110 Building Code A	Current, Active 11/30/2025
Main Address*:	: Private			
Standard Plans Examiner	PERDUE, K MARON	Primary	PX3558 Plans Examiner	Current, Active 11/30/2025
Main Address*:	: Private			
Certified General Contractor	PERDUE, K MARON	Primary	CGC1521436 Cert General	Current, Active 08/31/2024
License Location Main Address*:		LUB WAY G POM	PANO BEACH, FL 33064	
Certified Roofing Contractor	PERDUE, K MARON	Primary	CCC1333469 Cert Roofing	Current, Active 08/31/2024
Main Address*:	: Private			
Mold Assessor	PERDUE, K MARON	Primary	MRSA4021 Mold Assr	Current, Active 07/31/2024
Main Address*:	: Private			
Mold Remediator	PERDUE, K MARON	Primary	MRSR4144 Mold Rem	Current, Active 07/31/2024
Main Address*:	Private			





# **Roman Sanchez**

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Standard Plans Examiner	SANCHEZ, ROMAN	Primary	PX3151 Plans Examiner	Current, Active 11/30/2025
Main Address*:	Private			
Building Code Administrator	SANCHEZ, ROMAN	Primary	BU1978 Building Code A	Current, Active 11/30/2025
Main Address*:	Private			
Standard Inspector	SANCHEZ, ROMAN	Primary	BN5985 Inspector	Current, Active 11/30/2025

Main Address\*: Private

# **Steve Pizzillo**

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Standard Inspector	PIZZILLO, STEPHEN JOSEPH	Primary	BN4836 Inspector	Current, Active 11/30/2025
Main Address*	: Private			
Building Code Administrator	PIZZILLO, STEPHEN JOSEPH	Primary	BU1688 Building Code A	Current, Active 11/30/2025
Main Address*	: Private			





#### **Travis Bair**

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Standard Inspector  Main Address*:	BAIR, TRAVIS ROBERT Private	Primary	BN8500 Inspector	Current, Active 11/30/2025
Standard Plans Examiner Main Address*:	BAIR, TRAVIS ROBERT Private	Primary	PX4786 Plans Examiner	Current, Active 11/30/2025

#### **Tim Rouke**

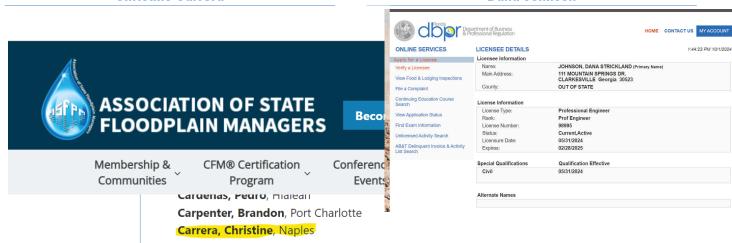


# **Joel Ripoll**





# **Christine Carrera**





# **Overall Approach to the Project**

Our approach will be to collaborate on a consistent and continuous basis with the City of Fort Lauderdale and the Community Development Department to establish an open line of two-way communication, benefiting this project and the service level provided to the City. Communication is the key priority to ensure contract success, and we promote the importance of communication at every level of our organization.

CGA has assembled a diverse team of professionals, consisting of a combined team of Building Officials, Plans Examiners, Inspectors, and Code Enforcement Officers with hands-on experience at all levels of Plan Review and Inspection Services, which will be conducted on-site and in person. This diverse team will be an internal resource that ensures that all periodic physical inspections of dwelling units, sites, building systems, building exteriors, and common areas are in accordance with appropriate standards under local, state, and federal laws.

CGA aims to provide efficient, state-of-the-art, customer-friendly service, using best-practices standards that will allow our inspection team to deliver an accurate, code-compliant project to the residence, the Community Development Department, and the City. Using current technology, we can communicate more efficiently with our clients, residents, coworkers, and support staff.

Throughout our organization, CGA stresses communication to ensure our clients receive up-to-date statuses on Building Official, Plan Review, and Inspection Services that are completed, are in progress, or are in violation of compliance requirements. This communication makes the team more efficient in their daily scope of services and facilitates a collaborative partnership with the City that is seamless in the environment of a client/contractor relationship.

The CGA organization believes that knowledge is power, and we strive to provide our clients with as much knowledge as possible about the status of the services we provide. As part of our approach, we inspire our teams to look at how they perform every task under their purview and look for ways to make these duties run more efficiently to benefit the client, CGA, and themselves.

This goal is achieved through continuous assessments of the process used to service the client and the implementation of process improvements, impact time management to meet or exceed timeline goals, and address performance efficiencies. In partnership with the City, CGA will continue to drive efficiencies and innovations and leverage new technologies to serve the community.

"Calvin, Giordano & **Associates** leads the way in professional consulting services." **Kristin Thompson Project Manager** City of Fort Lauderdale, FL

CGA staff is professional in every way, and our goals are to support the City in its efforts to maintain efficient and effective Building Official, Plan Review, and Inspection Services through communications facilitated by each department. All staff will accept directions and instructions while performing their responsibilities independently and professionally with minimal supervision required.



CGA conducts training and mentoring throughout the year to ensure that appropriate actions follow this concept. Hiring professional staff is the key to providing exceptional service. As a standard, CGA staff will:

- Be respectful to neighbors, contractors, staff, and supervisors at all times.
- Be professional and courteous at all times.
- Consistently follow the rules and procedures of the City.
- Be able to provide and accept constructive criticism with professionalism.
- Be able to perform their responsibilities successfully, independently, and efficiently in a diverse environment with minimal direct supervision.
- Work reliably on a regular schedule.
- Provide remote plan reviews.
- Protect confidential information with integrity.
- Prepare and record written reports and records of daily activities accurately in the City's system of record and meet all record-retention requirements under Florida State 119 (Public Records).
- Provide professional and accurate interaction with owners, contractors, architects, engineers, neighbors, coworkers, and supervisors.
- Provide services during the hours needed by the City.
- Safely operate a motor vehicle in a professional, courteous manner.
- Work effectively with all coworkers, regardless of their employer.

# **Description of Services Provided**

CGA will provide the qualified personnel to perform the Plan Review and Inspection Services for the City. Staff will be available during the City's regular office hours, Monday through Friday, and in accordance with the Florida Building Code. This section summarizes the duties of the services each role will perform for the City.

## **Plan Reviews**

Plans Examiners must maintain meticulous attention to detail and accuracy and possess clear written ability for notations and documentation. They must also be good verbal and written communicators and at ease with meeting with municipal officials, residents, engineers, architects, and design professionals. They must also quickly move from one review to another while managing their time with competing project schedules.

The staff proposed will review permit applications, plans, and other required documents, including shop drawings and product approvals. Plans Examiners create detailed comments regarding conflicts between the plans with applicable codes.

Our proposed Plans Examiners will review plans during the City's normal business hours and after hours and weekends if needed to keep up with increased workflow. The Plans Examiners will approve applications when the file complies with all applicable laws, codes, and ordinances. The review of plans will result in the recommendation of approval, approval with modification, or denial of the plans. If the permit file is deficient, the Plans Examiners will provide concise comments identifying the deficiencies and citing the applicable code section. Our staff will provide the customer with a clear path to approval. The Plans Examiners will also meet with and assist design professionals, contractors, and homeowners to answer questions about the code and its intent.

The Plans Examiners will provide plan reviews for clients with schedule constraints or an aggressive schedule at the discretion of the Building Official. All trades or disciplines included in the proposed services will be reviewed to ensure compliance with adopted building, residential and commercial, plumbing, electrical, mechanical, fuel gas, and energy conservation codes, and other City ordinances and state statutes. When the review is complete, all plan reviews will be documented in the City's system of record.

# The Proposed Plans Examiners for the City will:

- Examine, review, and analyze construction drawings, plans, and specifications to ensure compliance with adopted local, state, and federal codes, ordinances, policies, and regulations.
- Receive and record incoming plans submitted, providing the customer with the ability to track progress.
- Attend pre-submittal and pre-construction meetings as requested and be available for consultations as needed.
- Process plan review comments and plan review actions via Bluebeam or the City's preferred method for electronic plan review.
- Return all emails/voicemails within 24 hours.
- Determine the scope of the project before plan review.
- Conduct pre-plan review meetings as necessary.
- Review all construction documents and plan sets for all trades within proposed time frames.
- Use compliance checklists during plan reviews.
- Provide (at a minimum) the following in the plan review letter:
  - Cite the applicable construction drawing sheet number(s).
  - Note code section(s) and provide the code language.
  - Provide a brief but concise comment explaining the identified issues.
- Return approved plans/associated documentation to the applicant in a timely and professional manner.
- Provide design advice only in the context of achieving code compliance (written and verbal communication).
- Perform plan reviews within specified time frames.
- Determine and communicate valuation/fee updates to the City.

We present our plan review process in below.



Figure 1. M.T. Causley's Plan Review Process

M.T. Causley will follow up on the status of reviews and will incorporate comments into one plan review in order to minimize correspondence. A full review of the plans will be completed so that only the comments sent out for correction need to be reviewed upon resubmittal. All reviews will be sent to the applicant electronically.

A pre-submittal meeting will convene when requested by the applicant or if our Plans Examiners feel it will result in a more seamless plan review process.

A pre-construction meeting will convene when the contractor or building department staff feel it will contribute to a smooth start and ongoing building project. The process includes reviewing inspection requirements, testing, and special reporting requirements. M.T. Causley will provide the main points of contact for building department staff and contractor staff contact lists.

Copies of corrections will be entered into the City's system of record. Resubmitted plans shall be submitted directly to the City or shipped or delivered directly to our office.

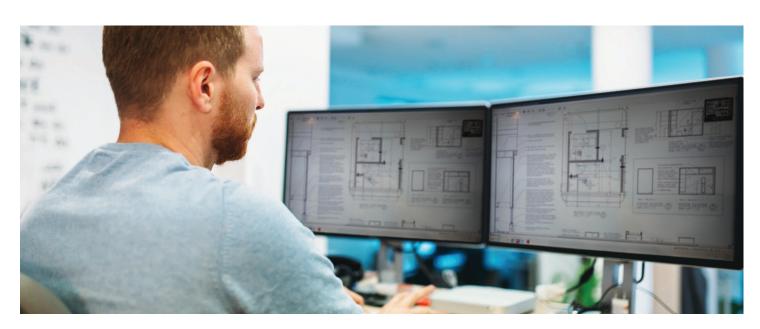
Following these steps, the applicant pays the appropriate fee to the City, and the permit is issued. By assigning a number at the time of intake, the permit can be tracked by number throughout the life of the project via the jurisdiction's system of record.

Our Plans Examiners can conference with clients and project teams in-person, by phone, or via teleconference or web conference. All transfers of files should be handled directly from the jurisdiction to M.T. Causley. Our process has been designed to be not only convenient for our client jurisdictions but also highly convenient for the designers and permit applicants being served.

#### BLUEBEAM REVU

Our team typically uses Bluebeam Revu to review plans electronically and in hard copy when customers are unable to use electronic platforms. This system gives all stakeholders the ability to access and manage a master set of digital documents, perform concurrent reviews, and collaborate on the same PDF together in real-time, and includes the following features:

- Industry-standard markups, including text, pen marks, highlights, clouds, CAD symbols, measurements, and text stamps. These tools replicate pen and paper, allowing reviewers to add comments to electronic plans and request revisions efficiently.
- The Tool Chest, where each reviewer can create and save custom tool sets for specific needs.
- A "Compare Documents" feature instantly clouds the differences between drawing revisions.
- An integrated "Markups" list allows technicians to view and track comments during the permitting process and summarize them into a PDF report.















# **Inspections**

Inspectors for all trades and disciplines work with other City staff, contractors, builders, owners, and the general public. As such, they must be helpful, patient, and, above all, very knowledgeable of the relevant codes and ordinances. All CGA-provided Inspectors are trained to take an educational approach when working with our clients and their customers. Before contract start, all team members will refresh their knowledge of codes and ordinances unique to the City. We know that technical competence, while expected, is not enough. Experience and careful consideration of issues and impacts are also critical.

CGA Inspectors will conduct technical field inspections of residential and commercial structures and equipment installations during the various phases of construction, installation, and operation, assuring work conforms to all applicable building codes and approved plans and specifications. They will issue written comments if the work is not in accordance with the approved plans or applicable codes. All Inspectors will maintain formal inspection records in the system of record and process inspection comments and results immediately upon completion—and always within the same business day.

Inspectors will advise and confer with architects, engineers, City personnel, homeowners, contractors, and developers. Questions, concerns, and inquiries will be received and responded to within one business day. CGA provides same-day (business-day) inspections for requests received by 7:00 am on the day of request.

# **Quality Assurance/Quality Control**

CGA prides itself in meeting clients' needs while maintaining a high level of quality control. Our approach is proactive; we prevent quality issues to the greatest extent possible and prepare for other situations in advance by mitigating risk. To ensure quality, CGA has implemented a Quality Assurance/Quality Control (QA/QC) program where our Project Manager performs random quality evaluations of our staff throughout the year. CGA's QA/QC activities include:

- Standardized processes for intake, completion of returned work, email correspondence, review comment letters, and other items to ensure consistency and client satisfaction (e.g., logging review data into each municipality's system).
- Our Client Services Manager conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed, as well as feedback on satisfaction with work performed and services provided.
- Periodic peer review of others' plan reviews.
- Staff feedback as necessary for any discrepancies or improvements needed.
- Staff is paid to attend both internal and external training to grow professionally and improve skill sets.
- CGA uses both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services provided, as necessary.
- Given CGA's comprehensive approach to management and plan review, the probability of risk is low. As part of our QA/QC process, we ensure that CGA standards are met. We involve the City in the entire process to maintain transparency.

# Adequacy of Quality Resources Assigned to the Project

We commit to providing adequate and consistent staffing for the City throughout the contract's life per the City's estimated workload and permit volumes. Through our work in similar communities in the area and the longevity of our valued staff, we assure our team will provide the City with the necessary resources, expertise, and customer-focused attitude throughout the contract. We believe our proposed team will provide adequate coverage for the City to accomplish its anticipated workload. If the workload exceeds the availability of our proposed team, we have multiple options for temporarily backfilling staff until the workload levels out or additional permanent staff is deemed necessary.

Our staff will be readily available by phone and email, and we commit to being available for required in-person meetings and video teleconferences as required by the City. They will be available to perform services during the City's regular office hours, or as may be altered or directed by the City.

Once assigned to a project, our core team members remain dedicated to that project until completion. If any personnel changes occur during the life of the contract, CGA will immediately notify the City of the situation and will tap other local resources nearby to temporarily support the City until a replacement is sourced, approved by the City, and onboarded.

### Equipping the Team for Success

CGA provides our employees with the materials, tools, and equipment necessary to perform all work required by the City. We provide our Inspectors with late-model vehicles with removable signage, ladders, electrical test equipment, photography equipment, and additional field-related equipment necessary to perform their duties. We supply our team with safety devices and clothing to meet OSHA requirements. In addition to a library of current code books, laptops are also provided, allowing easy access to the current Florida Building Code. We provide our staff with:

- Vehicles (including maintenance and fuel) we maintain a fleet of over 150 late-model vehicles.
- Magnetic vehicle signage-customizable per client specifications.
- Laptops with mobile hot spots.
- Standard business software and specialized software, including Bluebeam Revu.
- Personal protective equipment and sanitizing products.

- Tablets and mobile phones (loaded with electronic versions of essential codebooks).
- CGA-branded professional clothing and lanyards with a clear, plastic pouch for carrying a Cityissued ID.
- Insurance: Liability, Workers' Compensation, and Health, Dental, Vision, and Life.
- Internal QA/QC Program
- Internal Training Program

We are committed to providing the City with all Plan Review and Inspection Services as requested by the ITB. Our team has worked and trained with multiple municipalities throughout Florida. Consequently, our staff is very knowledgeable about the common business and permitting software. In fact, our experience working in building departments with municipality staff, contractors, and homeowners has resulted in a level of knowledge that enables us to provide quality service with the welfare of the citizens as the principal goal.







# **A Commitment to Continuing Education**

CGA recognizes that our qualified staff is our greatest asset, distinguishing us from other similar service providers. Along with recognizing service excellence with monetary compensation and other rewards, we invest heavily in our personnel's training, certification, and licensure, which increases employee satisfaction and tenure with our company. CGA shares our parent company SAFEbuilt's leadership philosophy, believing that a properly structured recruitment and training program makes good employees even better and provides the momentum to drive them to excel.

Our leadership has established a program whereby employees can access comprehensive training, continuing education, and coaching. Continuing education ensures staff remains current with local, state, and federal codes, regulations, amendments, and the latest best practices so that staff spends less time referring to code books while in the field. We support our staff with paid training while encouraging and financially rewarding our team for obtaining additional certifications.

All Building Department staff receives a minimum of 32 hours of training per calendar year—48 hours per calendar year for every new code adoption year. Our commitment to our employees' well-being, continuing education, and competitive compensation enable us to keep our staff retention at optimum levels

# **SAFEbuilt Academy**

CGA and SAFEbuilt are committed to ensuring our people remain at the forefront of occupational skills. We offer a program called SAFEbuilt Academy, which provides online technical training to work with our Building Department staff's schedules. Our company

strongly supports maintaining training certifications and encourages employees to work with their managers to identify and attend the best training opportunities for them.

All courses offered by SAFEbuilt Academy are approved by ICC, and most can provide dual credit through AIA. The courses that SAFEbuilt Academy currently offers include:



- Commercial Mechanical Inspector
- Commercial Plumbing Inspector
- Commercial Electrical Inspector
   Part 1 & 2
- Accessibility Plans Examiner & Inspector
- Residential Building Inspector
- Residential Mechanical Inspector
- Residential Plumbing Inspector
- Residential Electrical Inspector
- Permit Technician

- Legal Aspects of Code Administration
- Fire Inspector I
- Fire Inspector II
- Fire Plans Examiner
- Hazardous Materials
- Solar PV Installations
- Solar PV Plan Review
- Residential Solar PV Plan Review
- ADUs and Accessory Structures
- Energy Storage Systems
- 2021 IBC Update



SAFE**built**。

Academy

- 2021 Commercial Mechanical Inspector/Plans Examiner
- Solar PV Inspections (2020/2017 NEC)
- 2021 Residential Building Inspector (English & Spanish)
- 2021 Residential Mechanical Inspector



# **ICC Preferred Provider Program**

SAFEbuilt is recognized as an ICC Preferred Provider (#1104), offering approved continuing education and training related to International Codes. As a part of the International Code Council's (ICC) Preferred Provider Program, SAFEbuilt provides access to high-quality educational opportunities focused on building codes, standards, construction methods, and code enforcement practices. Through this program, SAFEbuilt ensures professionals stay up to date with the latest industry requirements and advancements.



# Remote Plan Review Services From Our National Plan Review Program

Our parent company, SAFEbuilt, began providing remote plan review services in 2012. At the onset of the COVID-19 pandemic, we formally established our remote plan review capabilities as a National Plan Review (NPR) Program, encouraging our clients to use our remote services to eliminate person-to-person contact and to keep their plan review workload on track. This approach allowed us to provide uninterrupted services to many clients during the height of the COVID-19

pandemic.

Since its inception in 2020, the NPR Program team has grown to include 48 multicertified plan reviewers with an array of specialties, including educational facilities, fire, post-disaster, site/civil, high-velocity wind zones, and structural for any projects with specialized plan review needs. As the program grows, our vision for the program

NATIONAL Plan Review

continues to expand. We now offer remote plan review services from this program to provide communities with surge support for spikes in workload and to help eliminate plan review backlogs. We have also leveraged the NPR program to make our services available to prospective clients who are not yet in the footprint of the SAFEbuilt family of companies.

Our NPR plan reviewers have multiple ICC certifications, including ten team members with the ICC Master Code Professional (MCP) certification. The team includes licensed professional engineers, architects, and state-licensed personnel. The types of reviews our NPR team can perform include:

- Building
- Structural
- Mechanical
- Plumbing
- Electrical

- Fire
- Fire Alarm and Sprinkler
- Residential, Commercial, Industrial, and Emergency
- Landscape
- Traffic
- Site Plan Review
- Accessibility
- Energy

- Health
- Green Building

The benefits of our NPR Program include:

- Access to multi-disciplined plan reviewers. Credentialed staff are hard to find—staffing all positions necessary
  is financially challenging. Remote plan review provides the City with access to credentialed multi-discipline plan
  reviewers.
- Remote and concurrent reviews. Access to a national network of plan review staff allows for concurrent plan review
  across multiple time zones, speeding up review turnaround times. The outcome—clients do not experience turnaround
  time delays, which essentially equal delays in development and mean delays in completing revenue-producing
  projects.
- **Expedited plan review.** National access to reviewers gives the City the ability to expedite plans through the process for clients that have short deadlines or have fallen behind schedule.
- Remote access and increased transparency. Clients can conveniently submit their plans and monitor their status
  remotely, reducing the need to sit and wait in a building department office or by phone. Clients can access the portal
  anytime, anywhere, without restrictions to office hours.





# Community Outreach

CGA is more than just a Building Code Inspection and Plan Review Services provider; we provide a higher level of professionalism, expertise, and service. As contributing members of the communities we serve, we believe giving back is a meaningful way to demonstrate that we care about our clients and citizens. SAFEbuilt and CGA have developed several programs designed to support clients with educational programs, outreach, and charitable giving. The following are just a few examples of how we support our partner communities.

# Youth Achievement Scholarship (YAS) – \$1,000

YAS honors and recognizes a graduating senior who has demonstrated leadership through volunteer work and other actions that have significantly impacted their community. The successful candidate exhibits our core values of SERVICE, INTEGRITY, TEAMWORK, IMPROVEMENT, and RESPECT. Recipients receive a \$1,000 scholarship, recognized as a Youth Achievement Leader on SAFEbuilt's website, press coverage, and a live presentation at a Council meeting.

#### **Publications**

CGA clients are eligible to publish their successes (awards, projects, process improvements) in various local, regional, state, and national resources.

# **Homeowners Workshops**

Homeowners workshops are ideal ways to educate homeowners to better understand how to manage a construction project, such as building a deck, finishing a basement, etc.

# **Community Open House**

These are ideal opportunities to provide general information/ discussions regarding the permit process and required inspections for the general public and showcase the client's willingness and desire to engage with the community.

CGA and SAFEbuilt are committed to being positive and local corporate partners in each community we serve. We live in the communities we serve and actively participate in and support each community. Last year we partnered with our communities to accomplish the following:



**Contributions of \$380,000 to local communities** 



Support for 300+ local organizations



One of the organizations we supported at the end of last year was Florida's Closet of Living Hope, a non-profit organization that provides clothing, shoes, and support to those who might otherwise go without. They also help with events at the Safe Spaces Domestic Violence Shelter. As a fully volunteer fun organization, 100% of the money goes directly to help those in need.



The team in Florida joined in the fun with the City of Minneola's Community Halloween event. Everyone had a great time passing out candy and connecting with community members.

# **Exceptions**

The CGA contracts and legal teams have carefully reviewed the solicitation, and we look forward to negotiating a contract with mutually agreeable agreement. We respectfully request minor modifications to the language of the Scope of Work and General Conditions as shown below.

#### REFER To:

# Scope of Work and Specifications -Insurance Certificate Requirements

**General Conditions -**Part V Purchase Ordr and Contract Terms

### MODIFICATION REQUESTED:

- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all thirdparty losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or to the extent arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute. ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.18 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Written consent shall not be unreasonably withheld or delayed. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

# Building Custom Solutions







#### **NON-COLLUSION STATEMENT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

- 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).
- 3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

Name (Printed)

None	
	ate any names, the City shall interpret this to mean that
the vendor has indicated that no such	relationships exist.
	President
Authorized Signature	Title
Chris Giordano	September 23, 2024

Date

RELATIONSHIPS



# CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Print Name and Title

Chris Giordano, President

Authorized Signature

September 23, 2024

Date



# **CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment yo	ou prefer:
MasterCard	
_ <b>✓</b> Visa	
Calvin, Giordano & Associate	es, Inc.
Company Name	
Chris Giordano	
Name (Printed)	Signature
President	September 23, 2024
Title	Date



#### LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of bid submittal.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

# THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

https://library.municode.com/fl/fort\_lauderdale/codes/code\_of\_ordinances?nodeld=COOR\_CH2AD\_A RTVFI\_DIV2PR\_S2-186LOBUPRPR

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

- Class A Business shall mean any Business that has established and agrees to maintain a
  permanent place of business located in a non-residential zone and staffed with full-time
  employees within the limits of the City and shall maintain a staffing level of the prime contractor
  for the proposed work of at least fifty percent (50%) who are residents of the City.
- 2. Class B Business shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- Class C Business shall mean any Business that has established and agrees to maintain a
  permanent place of business located in a non-residential zone and staffed with full-time
  employees within the limits of Broward County.
- Class D Business shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

# LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)	Business Name	is a <b>Class A</b> Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
(2)	Business Name	is a <b>Class B</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
(3)	Calvin, Giordano & Associates, Inc. Business Name	is a <b>Class C</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
(4)	Business Name	requests a <b>Conditional Class A</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
(5)	Business Name	requests a <b>Conditional Class B</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
(6)	Business Name	is considered a <b>Class D</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:	Calvin, Giordano & Associates, Inc.			
AUTHORIZED COMPANY	Chris Giordano		9/23/2024	
	PRINT NAME	SIGNATURE	DATE	



# DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed at the time of bid submittal.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, or State of Florida active registration and/or
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883

#### **Definitions**

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Forms Non-ISO 03/17/2021

# DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1)	Business Name	is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.	
	Dustries Hame	is a disadventaged along 2 enterprise on defined in the City of Fort Louderdele	
(2)		is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.	
	Business Name		
(3)		is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.	
	Business Name		
(4)		is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.	
	Business Name	The property of the state of th	
(5)	Calvin, Giordano & Associates, Inc.	is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.	
	Business Name		
BIDDI	Calvin, Giorda	ano & Associates, Inc.	
Chris Giordano 9/23/2024			
AUTH	IORIZED COMPANY PERSON:	PRINT NAME SIGNATURE DATE	

# **E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No: ITB Event # 360		
Project Description: Plan Review and Inspection Services		
Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,		
<ul><li>(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,</li><li>(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.</li></ul>		
The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.		
Contractor/Proposer/ Bidder Company Name: Calvin, Giordano & Associates, Inc.		
Authorized Company Person's Signature:		
Authorized Company Person's Title: Chris Giordano, President		
Date: September 23, 2024		

# AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS (Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- 1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
- 2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- 3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
- 4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- 5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
- 6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(l), Florida Statutes)
- 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

Entity: Calvin, Giordano & Associates

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Title: President

Name: Chris Giordano

Signature	Date: September 23, 20	024	
	NOTARY PUBLIC ACKN	IOWEDGEMENT SECTION	
STATE OF Florida	_		
COUTY OF Broward	<u>-</u>		
The foregoing instrument was notarization, this 23 day of			presence or $\square$ online, as
President	for Calvin, Giordano	& Associates	, who is
personally known to me or who	has produced	_as identific	ation.
Notary Public Signature: Print Name: Jessica Koehler	3.	(Notary Seal)	JESSICA V. KOEHLER Commission # HH 442188 Expires September 11, 2027
FILL Name.		My commission expir	es: our inzuzi

# **REFERENCES**

All references shall include owner, address, contact name, phone number, email and the contract value. References shall not include the City of Fort Lauderdale. A minimum of three (3) references shall be provided:

1.	Company Name: City of Pembroke Pines, FL
	Address: 601 City Center Way, Pembroke Pines, FL 33025
	Contact Name: Michael Stamm, Director of Planning & Economic Development
	Phone #: 954.435.6500
	Email Address: mstamm@ppines.com
	Contract Value: \$6,900,000.00 Year: 2009
2	Company Name: Town of Hillsboro Beach, FL
2.	Address: 1210 Hillsboro Mile, Hillsboro Beach, FL 33062
	Contact Name: William "Mac" Serda, Town Manager
	Phone #: 954.427.4011
	Email Address: mserda@townofhillsborobeach.com
	Contract Value: % of total Permit Fee Year: 2017
3.	Company Name: City of Deerfield Beach, FL
	Address: 150 NE 2nd Ave, Deerfield Beach, FL 33441
	Contact Name: Eric Power, Director of Planning & Development
	Phone #: 954.480.4206
	Email Address: epower@deerfield-beach.com
	Contract Value: \$3,000,000.00 Year: 2014
4.	Company Name: City of Parkland, FL
	Address: 6600 University Drive Parkland, Florida 33067 USA
	Contact Name: William (Bill) Tracy, Building Official
	Phone #: 954.753.5447
	Email Address: btracy@cityofparkland.org
	Contract Value: \$50,000.00 Year: 2017
5.	Company Name: City of Wilton Manors, FL
	Address: 2020 Wilton Drive Wilton Manors, Florida 33305
	Contact Name: Roberta Moore, Community Development Services Director
	Phone #: 954.390.2180
	Email Address: rmoore@wiltonmanors.com
	Contract Value: \$500,000.00 Year: 2021

#### CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

<u>Please Note</u>: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the <u>City's on-line strategic sourcing platform</u> prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

in accordance with Florida Statute §607.1501			
Company: (Legal Registration) Calvin, Giordano & Associates, Inc. EIN (Optional):			
Address: 1800 Eller Drive, Suite 600			
City: Fort Lauderdale	State: FL Zip: 33316		
Telephone No.: 954.921.7781 FAX	No.: 954.921.8807 Email: marketing@cgasolutions.com		
Delivery: Calendar days after receipt of Purcl	hase Order (section 1.02 of General Conditions): N/A		
Total Bid Discount (section 1.05 of General	Conditions): N/A		
Check box if your firm qualifies for DBE (sec	tion 1.09 of General Conditions): 🖵		
ADDENDUM ACKNOWLEDGEMENT - Propincluded in the proposal:	poser acknowledges that the following addenda have been received and are		
Addendum No. Date Issued Addendum No.	<u>Date Issued</u> <u>Addendum No.</u> <u>Date Issued</u> <u>Addendum No.</u> <u>Date Issued</u>		
requirement in this competitive solicitation y reference in the space provided below all way be attached if necessary. No exception such is listed and contained in the space necessarily accept any variances. If no state	ave variances to any term, condition, specification, scope of service, or you must specify such exception or variance in the space provided below or variances contained on other pages within your response. Additional pages are or variances will be deemed to be part of the response submitted unless as provided below. The City does not, by virtue of submitting a variance ement is contained in the below space, it is hereby implied that your response icitation. If you do not have variances, simply mark N/A.		
all instructions, conditions, specifications as I have read all attachments including the sproposal, I will accept a contract if approspecifications of this bid/proposal. The below a response, that in no event shall the City's exemplary damages, expenses, or lost profit to public advertisement, bid conferences, s	th the following article(s) or services at the price(s) and terms stated subject to ddenda, legal advertisement, and conditions contained in the bid/proposal pecifications and fully understand what is required. By submitting this signed by the City and such acceptance covers all terms, conditions, and visignatory also hereby agrees, by virtue of submitting or attempting to submit liability for respondent's direct, indirect, incidental, consequential, special of its arising out of this competitive solicitation process, including but not limited visits, evaluations, oral presentations, or award proceedings exceed the contained in this competitive solicitation.		
Submitted by:			
Chris Giordano			
Name (printed)	Signature		
September 23, 2024	President		
Date	Title		

The undersigned, on behalf of Calvin, Giordano & Associates, Inc.  a Florida (State) Corporation (Type of Entity), ("Nongovernmental Entity"), under populty of porjugy bereby deposes and easier.
Entity"), under penalty of perjury, hereby deposes and says:  1. My name is Chris Giordano
2. I am an ✓ officer or authorized representative of the Nongovernmental Entity.
<ol> <li>I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.</li> </ol>
Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.
Signature of Officer or Representative:
Name of Officer or Representative: Chris Giordano Title: President
Office Address: 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316
Email Address: marketing@cgasolutions.com
Main Phone Number: 954.921.7781 FEIN No.: 65-0013869
STATE OF Florida COUNTY OF Broward
Sworn to and subscribed before me by means of ■ physical presence or □ online notarization, this 23 day of September , 2024, by Chris Giordano .
JESSICA V. KOEHLER Commission # HH 442188 Expires September 11, 2027  (SEAL)  Jessica V. Koehler
Print, Type or Stamp Commissioned Name of Notary Public)
Personally Known OR Produced Identification Type of Identification Produced