

# City of Hollywood, Florida

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

DATE: January 27, 2016

BLANKET ORDER #: B002464 RF:

PRODUCT/SERVICE: Building Inspections and

Plan Review Services(First and Final

Renewal)

Calvin, Giordano & Associates, Inc. V#5623

Telephone Contact: 954-921-7781

1800 Eller Dr., Suite 600 Ft. Lauderdale, FL 33316 Fax: 954-921-8807

Dear Vendor:

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

Jonnpe	ary based on one or the following.	
	FORMAL BID #	
	INFORMAL BID#	DATED:
	RENEWAL OF FORMAL BID #	DATED:
	EXTENSION OF FORMAL BID/RFP#	DATED:
	WRITTEN QUOTATION #	DATED:
	VERBAL QUOTATION PER	DATED:
	STATE OF FLORIDA CONTRACT#	DATED:
	BROWARD COUNTY BID #	
$\boxtimes$	OTHER: City of Oakland Park RFP #080712	

The term of this order is 3/11/2016 through 3/10/2018.

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

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

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

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

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

Planning & Development Services C: Finance

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

BPO # B002464		DATE : 02/06/13	START DATE		03/11/13 END	END DATE :	03/10/16	CONTRACT # : RI	RFP#080712 OAKLANDFK	NDPK
LINE # VENDOR HAZARDOUS	ADDR #	STOCK #	REF #	TYPE	TRANS # UOI ACCOUNT #	MOM #	MIN QTY	MAX QTY ACCOUNT NAME	UNIT PRICE	QTY USED TAX CODE
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		BUILDING PLANS EXAMINER/INSPECTOR	/INSPECTOR							
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ORDERS 03/11/13 - 03/10/16 CITY OF HOLLYWOOD BLANKET PURCHASE

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PARK RFP #080712.

#### TERMS AND CONDITIONS

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

MODIFICATIONS

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

**ASSIGNMENT** 

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

EXCUSABLE DELAYS

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

DEFAULT

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

**TERMINATION** 

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

F.O.B

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

TERM

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

INVOICING

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

TAX

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

RESPONSIBILITY

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

ACCEPTANCE

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

**DELIVERIES** 

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

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

INSPECTION

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

QUANTITIES

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

PAYMENT CHANGES

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

ANTI-DISCRIMINATION

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

UNIFORM COMMERCIAL CODE

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

LEGAL RESPONSIBILITY

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

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

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

INDEMNIFICATION

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

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

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

PUBLICITY

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

INSURANCE

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



December 3, 2015

DATE:

### CITY OF HOLLYWOOD, FLORIDA

### PROCUREMENT SERVICES DIVISION

FILE: PR-16-062

TO:	Philip Sauer, Chief Building Official, Building
VIA:	Joel Wasserman, Director Procurement Services
FROM:	Robert Lowery, Procurement Contracts Officer Procurement Services
SUBJECT	Blanket Contract Renewal for Building Inspections and Plan Review Services- B002464 - Calvin, Giordano & Associates, Inc
for a two (	t period of the above contract expires March 10, 2016. The contract is renewable 2) year period if it is determined to be in the City's best interest and the vendor he renewal in writing.
advance of	TION: of Intent to Renew must be mailed to the vendor thirty (30) calendar days in the contract expiration date. Accordingly, it is requested that you give this matter diate attention thereby providing a timely reply to preclude contract expiration.
Also note t	not want to renew this contract, please explain the reason(s) in a separate memo. That this contract will expire on the date mentioned above and if a new contract is to established, you must submit bid specifications.
be e	established, you must submit bid specifications.
RECOMMI Please re	ENDATION:  bly to Procurement Services as soon as possible by returning this memorely filled out, signed and dated.
RECOMMI Please repappropriate	ENDATION: oly to Procurement Services as soon as possible by returning this memo
Please repappropriate	ENDATION: oly to Procurement Services as soon as possible by returning this memoral sely filled out, signed and dated.
Please repappropriate  Date: 12.	ENDATION:  oly to Procurement Services as soon as possible by returning this memorely filled out, signed and dated.  To: Robert Lowery, Procurement Services
Please repappropriate  Date: 12.  The Director  X REI	ENDATION: oly to Procurement Services as soon as possible by returning this memorely filled out, signed and dated.  To: Robert Lowery, Procurement Services or of Building recommends the following:  NEW the contract under the same terms and conditions. The Budget Account
Please repappropriate  Date: 12.  The Director  X REINUTE  DO  DO	ENDATION:  Oly to Procurement Services as soon as possible by returning this memorely filled out, signed and dated.  To: Robert Lowery, Procurement Services or of Building recommends the following:  NEW the contract under the same terms and conditions. The Budget Account makes to be charged is 01.1416.00103.541.00317



# CITY OF HOLLYWOOD, FLORIDA

# PROCUREMENT SERVICES DIVISION

### Department/Office Contract Renewal Evaluation

Date: 10-4-15	}	S Division/Area:	1416 / BU	udina
Department/Office: V	evelopment Service		- Building	Official
Contact Person: Ph	The Squex	Contact Email	PSQUERE	hollywooder.org
Purchase Order/Blank	r: 954 991 3482	B002464		
Purchase Order/Blank	ate: 3-10-2016			
Contract Expiration De	Man - Aconoles	Contact Person		
Vendor: Culvin Givi	ndano a Associates	Contact Email:		
Contact phone number	ng Inspection/Plan P			
1. How would you rate t	the quality of goods/service		Плос	_
Excellent	Good	Satisfactory	Poor	
2. How would you rate	the courteousness vendo	or's personnel?		
Excellent	Good	Satisfactory	☐ Poo	r
3. With regards to the	goods or services provide	ed, how satisfied are yo	ou with the following	ng items?
(Please check one per	r category)			A CONTRACTOR OF THE STATE OF TH
	Excellent	Good	Satisfactory	Poor
Overall Quality				
Value	Ŭ,			
Frequency of Contact	9			
Responsiveness to re	equest			
4. Are all goods/servic	es on the contract being	performed at the agree	ed upon time and r	manner?
Yes No				
If no, please ex	xplain?			
			ssed 1000000000000000000000000000000000000	
		unctions or any issues	resolved to your o	complete
5. If you contacted the satisfaction?	e vendor, were all your q	Destions of any issues	10001100 10 ) 00.	
Wes □ No □ Did	not need to contact			
If no, please e	xplain?	-0.09		
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### CITY OF HOLLYWOOD, FLORIDA

# PROCUREMENT SERVICES DIVISION

### Department/Office Contract Renewal Evaluation

6. Has the invoicing been timely, accurate and in accordance with the contract?
Yes No
If no, please explain?
7. Does the Department/Office recommend renewing a contract based upon the available renewal options when the current agreement expires?
Yes No
If no, please explain?
8. Please state any additional comments about your experience with this vendor and the goods/services provided:
Department/Office Director's Name: Development Services / PhilipSques
3
Department/Office Director's Signature:

# DR MORD CORNEL OF THE PROPERTY OF THE PROPERTY

# CITY OF HOLLYWOOD, FLORIDA

### **Procurement Services Division**

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

December 3, 2015

Calvin, Giordano & Associates, Inc. 1800 Eller Dr., Suite 600 Ft. Lauderdale, FL 33316

Dear Vendor:

Our Agreement for Building Inspections and Plan Review Services, based upon City of Oakland Park RFP # 080712, Blanket Purchase Order B002464, expires on 3/10/16.

The Procurement Services Division would like to renew the agreement for a two (2) year renewal period under the terms and conditions utilizing Blanket Purchase Order B002464 (copy attached).

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

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

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

A response as soon as possible would be appreciated.

Robert Lowery, Procurement Cont Procurement Services Division	racts Officer
RL/dm	I agree: Shelley Eichne (Signature)  I disagree: (Signature)
	Name: Shelley Eichner (Typed or Printed)
	Date: 12-7-15

### RESOLUTION NO. R-2015-109

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

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

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

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

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

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

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

1.04	a	SECTION 5. This Resolution shall become effective	immediately upon its
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	5		land Park, Florida this
	6	6 9 <sup>th</sup> day of September, 2015.	
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### CITY OF OAKLAND PARK 3650 NE 12<sup>th</sup> Avenue Oakland Park, FL 33334

### AGREEMENT for Building Inspection and Plan Review Services

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

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

### ARTICLE I

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

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

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

#### **ARTICLE II**

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

#### ARTICLE III

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

#### ARTICLE IV

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

#### ARTICLE V

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

### ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

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

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

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

# ARTICLE VII Public Records

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

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

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

### AGREEMENT:

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

ATTEST:

Secul Molling

Frence Shrout, City Clerk

(SEAL)

120

WITNESS (as to CONTRACTOR)

ADDRESS: Calvin, Giordano + Associates 1800 Eller Drive, Suite 1600 Fort Lauderdale, Fl 33316

PHONE: 954-921-7781



June 30, 2015

Harvey Rambarath, PMP, AICP, LEED GA **Assistant Director** Engineering & Community Development City of Oakland Park 5399 North Dixie Highway; Suite 3 Oakland Park, FL 33334

RE: **Building Code Services** 

Dear Mr. Rambarath,

Pursuant to our current agreement to provide Building Code Services to the City we could be willing to extend the term for two years. We would request that we be allowed an increase the second year based on the C. P. I. increase as published for this area.

If you have any questions please feel free to call me.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

nnis Giordano

President

Shelley Eichner Cc: Norman Bruhn

Chris Giordano

Coastal Engineering Code Enforcement Construction Engineering & Inspection **Construction Services** Contract Government Data Technologies & Development **Emergency Management** Services Engineering Governmental Services Indoor Air Quality Landscape Architecture & **Environmental Services** Municipal Engineering Planning Public Administration Redevelopment & Urban Design Renewable Energy Resort Development Surveying & Mapping Transportation Planning & Traffic Engineering **Utility & Community** Maintenance Services Water Resources Management

**Building Code Services** 

1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316 Phone: 954,921,7781 Fax: 954.921.8807

www.cgasolutions.com



# TAB 3 PROPOSED COST

### **Hourly Fee Schedule**

POSITION	HOURLY FEE
CHIEF BUILDING OFFICIAL	\$100.80
CHIEF BUILDING INSPECTOR	\$66.00
Building Inspector	\$66.00
Building Plans Examiner/Inspector	\$67.20
CHIEF ELECTRICAL INSPECTOR	\$66.00
Plans Examiner Electrical Plans Examiner/Inspector	\$67.20
CHIEF MECHANICAL INSPECTOR	\$66.00
Plans Examiner Mechanical Plans Examiner/Inspector	\$67.20
CHIEF PLUMBING INSPECTOR	\$66.00
Plans Examiner Plumbing Plans Examiner/Inspector	\$67.20