

RESOLUTION NO. 139-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED RFP NO. 805-16 TO C.A.P. GOVERNMENT, INC., FOR PLAN REVIEW AND INSPECTION SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH C.A.P. GOVERNMENT, INC.; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT IN ACCORDANCE WITH SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Building Division has an immediate need for additional plan review and inspection services; and

WHEREAS, RFP No. 805-16 for "Plan Review and Inspection Services" was issued by the City on June 5, 2016, and multiple proposals were received in response shortly thereafter; and

WHEREAS, on July 28, 2016, the Evaluation Committee for RFP No. 805-16 assembled, reviewed and ranked all six proposals received; and

WHEREAS, on August 30, 2016, the Evaluation Committee for RFP No. 805-16 assembled and conducted Oral Interviews with the entities responsible for the two highest ranked proposals from the aforementioned July 28, 2016, Evaluation Committee review; and

WHEREAS, following the August 30, 2016 Oral Interviews, it was determined that C.A.P. Government, Inc., submitted the highest ranked proposal; and

WHEREAS, C.A.P. Government, Inc., is qualified to and desires to provide plan review and inspection services for the City; and

WHEREAS, the City Council finds that this action, having C.A.P. Government, Inc., provide required plan review and inspection services for the City, will promote the health safety and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing recitals are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**SERVICE CONTRACT
BUILDING INSPECTION and PLAN REVIEW SERVICES**

THIS CONTRACT made and entered into this 19th day of October, 2016 by and between C. A. P. GOVERNMENT, INC., hereinafter referred to as “**Independent Contractor,**” whose mailing address is 343 Almeria Avenue Coral Gables, Fl. 33134 and the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as “**City,**” whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, CITY OF RIVIERA BEACH RFP 805-16, hereinafter the “**Bid**” for Building Inspection and Plan Review Services, the terms of which are incorporated herein by reference; and

WHEREAS, Independent Contractor was the successful responsible bidder; and

WHEREAS, Independent Contractor desires to extend such to the City.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties to this Contract do hereby agree as follows:

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid. The period of the Contract shall be four (4) years, with an option to renew the Contract for one (1) additional twenty four (24) month period. The option for renewal will be exercised only upon mutual written agreement and with all original terms, conditions and specifications of the Contract remaining the same with no deviations. All prices, terms and conditions shall remain fixed for the initial one (1) year period of then Contract with a price adjustment made after the second year of the Contract and upon the first renewal based on the consumer price index (CPI) for all Urban Consumers (CPI-U), Miami, FL. August 2010. Any additional renewals shall be approved and executed by the City Manager on behalf of the City.

10. The Independent Contractor agrees that that it is fully responsible to the City for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any Contractual relationship between any Subcontractor and the City.

11. All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed (and emailed) to:

Jeff Gagnon, Assistant Director of Community Development
600 West Blue Heron Blvd. Riviera Beach, FL. 33404

and if sent to the Independent Contractor shall be mailed (and emailed) to:

Carlos A. Penin, PE, President 305-458-600
343 Almeria Avenue Coral Gables, Fl. 33134 cap@capfla.com

12. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill Contractual obligations with the City, nor is the Independent Contractor authorized to use the City's Tax Exemption Number in securing such materials.

13. Prior to execution of this Contract by the City, the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Contract.

14. The Independent Contractor shall maintain, during the life of this Contract, commercial general liability, including Contractual liability insurance in the amount of \$1,000,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Independent Contractor or by anyone directly employed by or Contracting with the Independent Contractor.

15. The Independent Contractor shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

22. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent Contractor shall within 5 days, in writing:

(1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

(2) notify the City of any estimated change in the completion date, and

(3) advise the City if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

23. If the City elects to make the change, the City shall initiate a Contract Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

24. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Contract shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.

25. If applicable, the Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the City's property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the City or employees of the City, the Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

26. Until acceptance of the work by the City, the City's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

33. In accordance with Palm Beach County ordinance number 2011-009, the Independent Contractor understands that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Independent Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its Subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Contract justifying its termination.

34. This Contract is subject to any and all applicable conflict of interest provisions found in the CITY procurement ordinance (4010), the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. During the term of this Contract and any renewals or extensions thereof, Independent Contractor shall continue to disclose to the City any possible conflicts of interests. The Independent Contractor's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the City.

35. The Independent Contractor shall comply with Florida's Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

36. Time is of the essence in all respects under this Contract.


37. Failure of the City to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of City's right to enforce or exercise said right(s) at any time thereafter.


CONTRACT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

C. A. P. GOVERNMENT, INC.

BY: 
THOMAS A. MASTERS
MAYOR

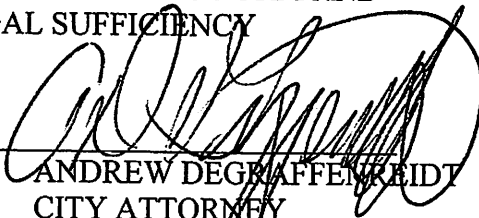
BY: 
CARLOS A. PENIN, PE:
PRESIDENT:

ATTEST:

(SEAL)

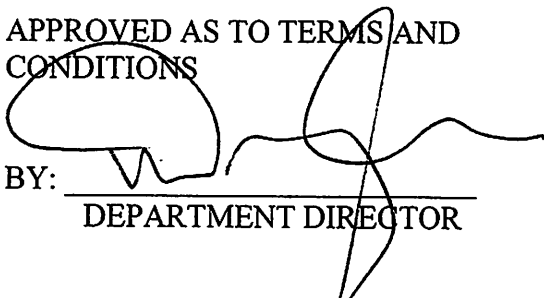
BY: 
CLAUDENE L. ANTHONY, CMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
ANDREW DEGRAFFENREIDT
CITY ATTORNEY

DATE: 11/16/16

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
DEPARTMENT DIRECTOR


Purchasing Dept. initials