

24. CAP Contractor Use

Assertion: "In 2024-25, the Building Fund lost money each month, while they continue to use outside services, specifically a company called CAP (this is the company the new Building Official use to work for). We have requested competitive pricing from other companies. While the City Manager has placed a freeze on hiring, they still use outside services."

"We've been told by inspectors that the BO has one CAP employee there each day, even when City staff can complete the workload. We have been told that they are cutting these services back but still need them to meet review timelines."

The City of Cape Coral strives to offer next-day inspections for each type of building inspection, including structural, mechanical, electrical, and plumbing inspections, each requiring the appropriate inspector licensure for legal completion. After Hurricane Ian, the City contracted with multiple third-party inspection service providers, including CAP Government, to ensure timely inspections for hurricane repair projects. Though the City still has over 11,000 open building permits from Fiscal Year 2023, the year of significant Hurricane Ian recovery, reduced inspection demand has allowed the City to reduce the number of third-party inspection providers to only CAP Government in Fiscal Year 2025. The City Council approved an extension of the CAP Government contract on June 4, 2025 under Resolution 160-25. The contract was approved as a piggy-back off City of Fort Lauderdale Contract No. 360-1.

The Development Services Department continues to utilize CAP Government inspector services for electrical inspections, due to difficulties in hiring licensed electrical inspectors, and to cover for City inspectors who are off on approved paid time off. The City is currently hiring for a vacant electrical inspector position and only one of the ten applicants is properly licensed for the position. In November of 2025, outside services inspections accounted for 5.99% of the City's overall building inspection volume.

Per Development Services Department Internal Policy #18 – "Third Party Assignments," staff who have been employed by a third-party service provider within 12 months of employment are prohibited from assigning reviews or inspections to third-party providers and must comply with specific disclosure requirements. The City's Building Official is in full compliance with this policy and was not involved with the CAP Government contract extension in June of 2025.

Attached to support response:

- Resolution 160-25
- November 2025 Inspection Report
- Inspection Trends 10/2020 - 9/2025
- Hurricane Ian Third-Party Inspection Agreements
- DSD Policy #18 – Third Party Assignments

RESOLUTION 160 – 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING CONTRACT NO. PDD25125KS WITH C.A.P. GOVERNMENT, INC., IN ACCORDANCE WITH THE CITY OF FORT LAUDERDALE CONTRACT NO. 360-1, TO PROVIDE PLAN REVIEW AND INSPECTION SERVICES FOR THE DEVELOPMENT SERVICES DEPARTMENT, FOR AN ESTIMATED ANNUAL AMOUNT OF \$500,000, NOT TO EXCEED BUDGETARY LIMITS; AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO EXECUTE THE CONTRACT, RENEWAL AND PURCHASE ORDER(S); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council adopted Resolution 236-22 on December 7, 2022, which approved Contract No. PDD2308AP with C.A.P. Government, Inc., in accordance with City of Fort Lauderdale Contract No. 12376-813, for plan review and inspection services, in the estimated amount of \$320,000; and

WHEREAS, the Mayor and City Council adopted Resolution 140-23 on August 16, 2023, which approved Amendment No. 1 to Contract No. PDD2308AP, to increase the estimated amount to \$470,000, and such contract expired May 15, 2025; and

WHEREAS, City of Fort Lauderdale issued competitively solicited Invitation to Bid Proposal No. 360-1 on September 12, 2024, for plan review and inspection services, and awarded Contract No. 360-1 to C.A.P. Government Inc.; and

WHEREAS, the term of the new City of Fort Lauderdale contract commenced on April 16, 2025, and expires May 15, 2028, with the option to renew for a two-year period; and

WHEREAS pursuant to Section 2-144(f) of the City of Cape Coral, Florida, Code of Ordinances, the City is authorized to purchase goods or services under a contract awarded by another governmental entity by competitive bid; and

WHEREAS, the City Manager recommends that the Mayor and City Council approve the Contract No. PDD25125KS with C.A.P. Government, Inc., in accordance with the City of Fort Lauderdale Contract No. 360-1, to continue to provide plan review and inspection services for the Development Services Department, in the estimated annual amount of \$500,000, not to exceed budgetary limits.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The Mayor and City Council hereby approve Contract No. PDD25125KS with C.A.P. Government, Inc., in accordance with the City of Fort Lauderdale Contract No. 360-1, to continue to provide plan review and inspection services for the Development Services Department, in the estimated annual amount of \$500,000, not to exceed budgetary limits. A copy of the Contract is attached hereto as Exhibit 1.

Section 2. The Mayor and City Council hereby authorize the City Manager or their designee to execute the contract, renewal, and purchase order(s).

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption.

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA AT THEIR REGULAR SESSION THIS 4th DAY OF JUNE, 2025.


JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER aye
STEINKE aye
LEHMANN aye
DONNELL aye

LASTRA aye
KILRAINE aye
LONG aye
KADUK aye

ATTESTED TO AND FILED IN MY OFFICE THIS 6th DAY OF June, 2025.

Kimberly Bruns
KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:

[Signature]
ALEKSANDR BOKSNER
CITY ATTORNEY
MM

CITY OF CAPE CORAL
PIGGYBACK OF CITY OF FORT LAUDERDALE CONTRACT #360-1
PLAN REVIEW AND INSPECTION SERVICES
CITY CONTRACT #PDD25125KS

THIS CONTRACT is made this 9th day of June, 2025 by and between the CITY OF CAPE CORAL FLORIDA, hereinafter referred to as "City", and C.A.P. GOVERNMENT, INC., a Florida Corporation, located at 343 Almeria Avenue, Coral Gables, Florida 33134, hereinafter referred to as "Contractor".

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. The CONTRACTOR will provide the CITY with all of the material, supplies, tools, equipment, labor and other services necessary for Plan Review and Inspection Services as specified in City of Fort Lauderdale contract, attached hereto as **EXHIBIT A** and made a part hereof.
2. The CONTRACTOR will honor this piggyback agreement for use Citywide beginning upon final contract execution and continuing through City of Fort Lauderdale contract expiration date of May 15, 2028, and any renewal periods.
3. The CITY will provide to the CONTRACTOR a Purchase Order for the purchase of all supplies and services on an as-needed basis.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS at the unit pricing as specified in the CONTRACTOR'S Proposal Summary, attached to the City of Fort Lauderdale contract.
5. The CITY has the option to terminate the Contract with 30 days written notice. Upon termination, CONTRACTOR shall be paid in full for all outstanding monies due for goods and services procured pursuant to this Contract.
6. Contract Documents shall include:
 - A. City of Fort Lauderdale Contract 360-1.
 - B. This Contract as well as other documents attached hereto and/or referenced herein,
7. Invoices: Contractor is to indicate purchase order number on all invoices.
8. Assignment: This Contract may not be assigned except with the written consent of the City, and if so assigned, shall extend and be binding upon the successors and assigns of the Contractor.
9. Disclosure: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.
10. Administration of Contract: The Development Services Director, or representative, shall administer this Contract for the City.
11. Other Contracts: The City of Cape Coral reserves the right to purchase off State Contracts or any other available contracts or providers if deemed to be in the best interest of the City.

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12. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees. The Parties hereby waive their respective right, title, or interest to a trial of any disputed issues or facts by a jury.
13. **Amendments:** No Amendments or variation of the terms or conditions of this Contract shall be valid unless, such amendments or variations are in writing and signed by the parties.
14. **Payments:** CITY shall make payment, and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice. CITY shall pay contract amount of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

<https://cms4files.revize.com/capecoral/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf>

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration page:

https://www.capecoral.gov/departments/financial_services/procurement/vendor_registration.php

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

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15. Indemnity: To the extent permitted by law (F.S. 768.28), the Contractor shall indemnify and hold harmless the City its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and any persons employed or utilized by Contractor in the performance of this Contract.

16. Contractors Representations: In order to induce CITY to enter into the Contract CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

17. Damage Liability: The awarded Contractor shall be responsible for all claims filed for damage to City facilities in connection with Contractor's performance.
18. Invalid Provision: The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
19. Record Keeping: The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices. Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned

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Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Contract and the CITY shall enforce the Default in accordance with the provisions set forth. If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to the CITY (of any nature) by Contractor and/or sub-contractor(s) the CITY shall be entitled to adjustment and reimbursement or recovery in the amount of such overpricing or overcharging. If the amount of the overpricing or overcharging is determined to be more than One Hundred Thousand and No/100 Dollars (\$100,000.00), in addition to adjusting for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to the CITY by Contractor. Any adjustments and/or payments which must be made because of any such audit or inspection of Contractor's invoices and/or record shall be made within a reasonable amount of time (not to exceed thirty (30) calendar days) from presentation of the CITY's findings to Contractor. This provision survives the expiration of this Agreement.

20. Contract Cancellation: Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Contractor, refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt from disclosure.

21. Public Records:
The CITY is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY 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 (239) 574-0411, ctyclk@capecoral.gov, City of Cape Coral, 1015 Cultural Park Boulevard, Cape Coral, FL 33990.**

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by the public agency to perform the service;

Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law;

Ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CITY;

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the 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

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completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

22. **Insurance:** Unless otherwise specified, CONTRACTOR shall, at its own expense, carry and maintain the following insurance coverage, as well as any insurance coverage required by law:

Minimum Insurance Requirements: *The following are the required minimums the vendor must maintain throughout the duration of this contract. The City reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

Workers' Compensation:

Statutory

Employers' Liability will have minimum limits of:

\$1,000,000 per accident
\$1,000,000 disease limit
\$1,000,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

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Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The "Certificate Holder" shall read as follows:

City of Cape Coral
P.O. Box 150027
Cape Coral, Florida 33915-0027

b. The "Description of Operations/Locations/Vehicles" shall read as follows:

"The City of Cape Coral is named as an Additional Insured with respect to the General Liability policy, including Products and Completed Operations coverage."

- **Pollution/Environmental Pollution Liability** – cover third parties against bodily injury and property damage caused by hazardous waste materials released during business operations, reimbursement of mandated off-site clean-up costs, and Legal costs to investigate or settle pollution-related claims. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

CONTRACTOR shall require its subcontractors to obtain and maintain substantially the same insurance as required of CONTRACTOR. CITY shall be included as an "Additional Insured" as their interest may appear under this Agreement under the CONTRACTOR'S General Liability Insurance Policy with respect to the services performed by the CONTRACTOR or by the CITY.

Prior to commencing any Work under this Agreement, CONTRACTOR shall submit to CITY a certificate or certificates of insurance evidencing that such insurance has been provided, and that such insurance is being carried and maintained. Upon receipt of notice from its insurer(s) CONTRACTOR shall provide the CITY with thirty (30) calendar days prior written notice of cancellation of any required coverage. Such notice shall be sent by first class mail to CITY. CONTRACTOR agrees that such insurance carried and maintained until the Work has been completed and accepted by CITY.

Such coverage as is required herein, or in any other document to be considered a part hereof, shall not be deemed to limit Contractor's liability under this Agreement.

The City shall be included as "Additional Insured" as their interest may appear under this Agreement and the contract number PDD25125KS shall be listed under the comment section.

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23. Safety and OSHA Compliance:

- A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.
- B. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

24. Immigration Affidavit Certification and E-Verify Validation

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Contractor must include E-Verify Memorandum of Understanding (MOU) Verification document.

25. Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting:

In accordance with Florida Statute 287.05701 the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

26. Scrutinized Companies List: Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, A Company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency (state) or local governmental entity for goods or services of:

- a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

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1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473; or
 2. Is engaged in business operations in Cuba or Syria.
27. Annual Appropriation Contingency: Pursuant to FL Statute §166.241, the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.
28. Electronic Signatures: The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
29. Entire Agreement: This Contract constitutes the entire agreement between the parties superseding any/all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.
30. Human Trafficking: Pursuant to Florida Statute 787.06, 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 F.S. 787.06.
31. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(this section intentionally left blank)

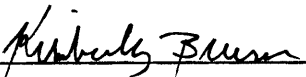
CITY OF CAPE CORAL
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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract which shall be deemed an original on the date last signed as below written:

WITNESS CITY:

CITY:

City of Cape Coral, Florida

Signature: 

Signature: 

Typed Name: Kimberly Bruns, CMC

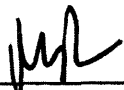
Typed Name: Michael Ilczyszyn

Title: City Clerk

Title: City Manager


Date: 6/9/2025

CITY LEGAL REVIEW:

 5-21-2025
Aleksandr Boksner Date
City Attorney

CONTRACTOR:

C.A.P. Government, Inc.

Signature: 

Print Name: Carlos Penin

Title: President

Date: 05.21.2025

**SERVICE AGREEMENT FOR
PLAN REVIEW AND INSPECTION SERVICES**

THIS SERVICE AGREEMENT for Plan Review and Inspection Services ("Agreement"), made this 15 day of April, 2025, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301, and C.A.P. Government, Inc., a Florida corporation ("Contractor"), whose address is 343 Almeria Avenue, Coral Gables, Florida 33134; Email: capenin@capfla.com; Phone: (305) 448-1711, (collectively, "Parties").

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 October 1, 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 15, 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 30th, 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. Termination for Convenience

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 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. Environmental, 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. Independent Contractor

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. Assignment and Performance

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' non-performance 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. Limitation of Liability

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. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

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. 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 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.

1. 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.
2. 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.
5. 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:	Carlos Penin President C.A.P. Government, Inc. 343 Almeria Avenue Coral Gables, Florida 33134

HH. Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

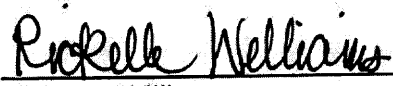
CITY

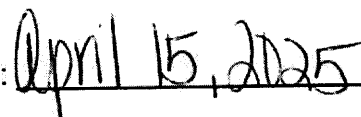
ATTEST:

CITY OF FORT LAUDERDALE, a Florida municipality.

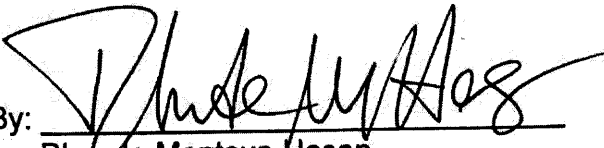

David R. Solomon, City Clerk



By: 
Rickelle Williams
City Manager

Date: 

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

By: 
Rhonda Montoya Hasan
Senior Assistant City Attorney

CONTRACTOR

WITNESSES:

Carlos Del Pino
Signature

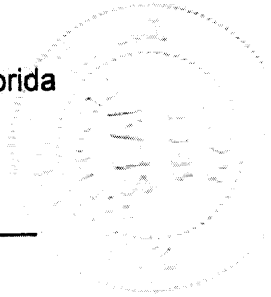
Carlos Del Pino
Print Name

Samantha Falla
Signature

Samantha Falla
Print Name

C.A.P. GOVERNMENT, INC., a Florida corporation

By: Carlos Penin
Carlos Penin, President

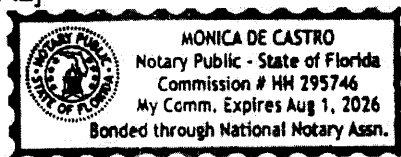


(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Miami-Dade :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of April, 2025, by **Carlos Penin** as **President** for **C.A.P. Government, Inc.**, a Florida corporation.

[SEAL]



Monica De Castro
Notary Public, State of Florida
(Signature of Notary Public)

Monica De Castro
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known x OR Produced Identification _____
Type of Identification Produced _____



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

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

Dispute Close:

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
<p>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).</p>		

Event # 360-1: Plan Review and Inspection Services

Attachments

Name	Attachment
Event 360 - Scope of Work and Specifications	Event 360 - Scope of Work and Specifications.pdf
General Conditions	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

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

Item: INSPECTION & PLAN REVIEW SERVICE Structural Plans Examiner

Event # 360-1: Plan Review and Inspection Services

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

Quantity: 6,000.0000

**Unit of HR
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
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
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 3: Electrical Plans Examiner

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

Item: ELECTRICAL PLANS EXAMINER Electrical Plans Examiner

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

Quantity: 1,200.0000

**Unit of HR
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 4: Electrical Inspector

Event # 360-1: Plan Review and Inspection Services

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 Response:	Price Breaks No Allowed:	Allow Alternate No 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 Response:	Price Breaks No Allowed:	Allow Alternate No 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 Response:	Price Breaks No Allowed:	Allow Alternate No Responses:
Add On No Charges Allowed:		

Event # 360-1: Plan Review and Inspection Services

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
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
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:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
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:**

Event # 360-1: Plan Review and Inspection Services

**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
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
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
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
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

Event # 360-1: Plan Review and Inspection Services

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

Quantity: 4,000.0000

**Unit of HR
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
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
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
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:

Quantity: 1,500.0000

**Unit of HR
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 15: Chief- Structural

Event # 360-1: Plan Review and Inspection Services

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
Response:

Price Breaks No
Allowed:

Allow Alternate No
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
Response:

Price Breaks No
Allowed:

Allow Alternate No
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
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Event # 360-1: Plan Review and Inspection Services

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
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
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
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
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:**

Event # 360-1: Plan Review and Inspection Services

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 Response:	Price Breaks No Allowed:	Allow Alternate No 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 Response:	Price Breaks No Allowed:	Allow Alternate No 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 procedures for responding to this solicitation, 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 City's on-line strategic sourcing platform. 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 City's on-line strategic sourcing platform 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 City's on-line strategic sourcing platform 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 sample of the formal agreement template, 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 City of Fort Lauderdale Ordinance No. C-11-42, and Resolution No. 07-101, Lobbying Activities. 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.

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 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 contract, 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 contract.
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: [Click Here](#). Tabulations of receipt of those parties responding to a formal solicitation may be found at: [Click Here](#). Any interested party may call the Procurement Services Division at 954-828-5933, or email ProcurementSupport@fortlauderdale.gov, 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 PRRCONTRACT@FORTLAUDERDALE.GOV, 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.
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 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:

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

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.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships 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?nodeId=COOR CH2AD A RTVFI DIV2PR S2-186LOBUPRPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_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.

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) _____ is a **Class A 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 and 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
- (2) _____ is a **Class 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 or 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
- (3) _____ is a **Class C 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.
Business Name
- (4) _____ requests a **Conditional Class A** 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.
Business Name
- (5) _____ requests a **Conditional Class 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.
Business Name
- (6) _____ is considered a **Class D 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

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
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 10 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.

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.

(2) _____
Business Name

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.

(3) _____
Business Name

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 10 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.

(4) _____
Business Name

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.

(5) _____
Business Name

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.

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: _____

Project Description: _____

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,

- (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: _____

Date: _____

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)(I), 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 ACKNOWLEDGEMENT SECTION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, as _____ for _____, who is personally known to me or who 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: _____

Contact Name: _____

Phone #: _____

Email Address: _____

Contract Value: _____ Year: _____

2. **Company Name:** _____

Address: _____

Contact Name: _____

Phone #: _____

Email Address: _____

Contract Value: _____ Year: _____

3. **Company Name:** _____

Address: _____

Contact Name: _____

Phone #: _____

Email Address: _____

Contract Value: _____ Year: _____

4. **Company Name:** _____

Address: _____

Contact Name: _____

Phone #: _____

Email Address: _____

Contract Value: _____ Year: _____

5. **Company Name:** _____

Address: _____

Contact Name: _____

Phone #: _____

Email Address: _____

Contract Value: _____ Year: _____

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform 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): _____

Address: _____

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:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

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

Date

Title



DEPARTMENT OF FINANCE – PROCUREMENT

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev: 1 | Date: 08/06/2024

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 _____ authorized representative of the Nongovernmental Entity.
3. 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.

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: _____ Title: _____

Office Address: _____

Email Address: _____

Main Phone Number: _____ FEIN No.: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2024, by _____.

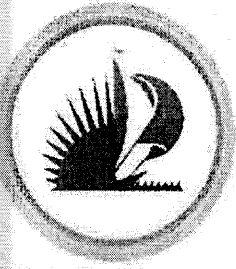
(Signature of Notary Public – State of _____)

(SEAL)

Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



Response For Supplier: C.A.P. Government, 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 4:06:17 PM EDT

Preview date:

Open date: September 12,
2024 2:00:00 PM EDT

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

Date submitted: October 2,
2024 1:21:13 PM 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:

Responded To: 22 Out of 22 Lines

Total Bid Amount: 5,026,100.00 Response Currency: USD

Question Responses

Question	Answer	Attachment
Did you complete and upload the required forms?	Yes	Event 360 - Required Forms and Anti-Human Trafficking Affidavit.pdf

Event # 360-1: Plan Review and Inspection Services

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
Minimum Qualifications.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

Event # 360-1: Plan Review and Inspection Services

Bid Quantity: 6,000.0000

Unit Price: 105.0000

Extended Amount: 630,000.00

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

Bid Quantity: 8,000.0000

Unit Price: 95.0000

Extended Amount: 760,000.00

No Charge: No

No Bid: No

Line 3: Electrical Plans Examiner

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

Item: ELECTRICAL PLANS EXAMINER Electrical Plans Examiner

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

Quantity: 1,200.0000

Unit of Measure: HR

Bid Quantity: 1,200.0000

Unit Price: 110.0000

Extended Amount: 132,000.00

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

Event # 360-1: Plan Review and Inspection Services

Bid Quantity: 2,500.0000

Unit Price: 90.0000

Extended Amount: 225,000.00

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: 110.0000

Extended Amount: 220,000.00

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

Bid Quantity: 2,000.0000

Unit Price: 90.0000

Extended Amount: 180,000.00

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

Event # 360-1: Plan Review and Inspection Services

Bid Quantity: 1,300.0000 **Unit Price:** 110.0000 **Extended Amount:** 143,000.00
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

Bid Quantity: 1,300.0000 **Unit Price:** 115.0000 **Extended Amount:** 149,500.00
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

Event # 360-1: Plan Review and Inspection Services

Bid Quantity: 800.0000

Unit Price: 90.0000

Extended Amount: 72,000.00

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

Bid Quantity: 2,500.0000

Unit Price: 110.0000

Extended Amount: 275,000.00

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: 120.0000

Extended Amount: 480,000.00

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

Event # 360-1: Plan Review and Inspection Services

Bid Quantity: 2,500.0000

Unit Price: 110.0000

Extended Amount: 275,000.00

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

Bid Quantity: 1,500.0000

Unit Price: 110.0000

Extended Amount: 165,000.00

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: 120.0000

Extended Amount: 48,000.00

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

Event # 360-1: Plan Review and Inspection Services

Bid Quantity: 400.0000

Unit Price: 110.0000

Extended Amount: 44,000.00

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: 110.0000

Extended Amount: 44,000.00

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: 110.0000

Extended Amount: 44,000.00

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

Event # 360-1: Plan Review and Inspection Services

Bid Quantity: 240.0000

Unit Price: 145.0000

Extended Amount: 34,800.00

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: 145.0000

Extended Amount: 34,800.00

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

Bid Quantity: 2,000.0000

Unit Price: 55.0000

Extended Amount: 110,000.00

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

Event # 360-1: Plan Review and Inspection Services

Bid Quantity: 6,000.0000

Unit Price: 130.0000

Extended Amount: 780,000.00

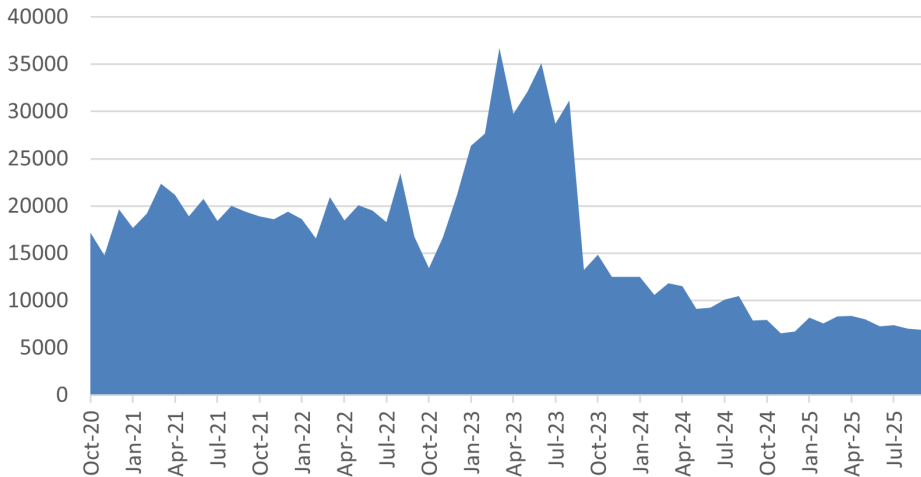
No Charge: No

No Bid: No

November 2025 Inspections Report

	1-Nov	2-Nov	3-Nov	4-Nov	5-Nov	6-Nov	7-Nov	8-Nov	9-Nov	10-Nov	11-Nov	12-Nov	13-Nov	14-Nov	15-Nov	16-Nov	17-Nov	18-Nov	19-Nov	20-Nov	21-Nov	22-Nov	23-Nov	24-Nov	25-Nov	26-Nov	27-Nov	28-Nov	29-Nov	30-Nov	Total
Aguilera Guillermo (Mechanical)			12	14	11	15	16			13		15	19	17			18	19	15	14	17			17	16	12					260
Bard, Mark (Structural)			17	13	16	14	15			16		23	18				16	20	18	15	16			14	17	14					262
Brian Saunders (Structural)			14	17	15	18	12			13		20	17	13			15	16	18	18	14			14	16	17					267
Canestraro, Brian			23	20	19	17	18			22		20	17	14			15	20	16	19	18			19							277
Cross Jason (Residential)						15	12					1												14	19	18					79
Delisle Paul (Plumbing/Mechanical)			17	18	18	24	23			18		15	24	17			16	25	25	17	21			18	19	22					337
Fournier Jason (Plumbing/Mechanical)			6	4	15	12	14			15		35	18	15					13	7	13			20	19	19					225
Gerrero Henry (Structural)			3	10	9	3	6			10		11	12	7			6	14		8	10			14	1	1					125
Groth Robert (Residential)			17	18	13					22		18	16	19			14	17	15	23	18			19	20	14					263
Iarussi Dan (Structural)			13	17	19	14	16			19		19	21	17			19	19		21	22				20	19					275
Liebegott Kent (Structural)												17	17	12				15	18	13	15			17	17	15					156
Martin, Samantha (Electrical)				19	13	17	19			18		16	17	18			23	12	16	22	19			28	16						273
Miller Scott (Residential)			18	19	18	13	18					18	19	19				17	19	15	18			20	14	19					264
Moore Brad (Structural)			16	18	14	13	18			14		17	17	17			16	14	17	15	18			15	16	15					270
Muske Jennifer (Residential)				4	14	12	5			21		11	10	15			10	9	1	7											119
Okapal Jeremy (Electrical)										1							1	1			1			1	1	1					7
Oliver Robert (Electrical)			19	23	12	21	22			15		14	19	19			14	9	14	11	23			19	21	13					288
Payne, William			13	21	18	19	7					20	17	14			18	14	17	22	11			17	16	19					263
Stockard Timothy (Structural)			14	21	13	16	13			17		16	18	15			16	17	18	18	18			16	19	15					280
Swift Ves (Residential)					10	1	2			17		10	12	6			2							9	4	6					79
Tluczek Daniel (Plumbing)			13	15	15	17				17		15	19	18			18	22	19	16	19										223
Trott, Geoff (Electrical)			16	10		14	14			14		11	14	16			20	19	17	14	10			15	16						220
																															0
																															0
																															0
																															0
																															0
																															0
Cap Government			19	17	22	17	21			16		23		21			13	21	22	22	18			18	16	21					307
Nova Engineering																															0
Beryl Engineering																															0
Innovative Construction Inspections																															0
Universal Engineering																															0
Average:			15	16	15	15	14			16		16	17	16			14	16	17	16	16			16	15	14					263
Inspections / day (November 2025)			250	298	284	292	271			298		342	346	327			270	320	298	317	319			324	303	260					5119

Number of Monthly Inspections (10/20 - 9/25)





October 10, 2022

Mr. Roberto "Rob" Hernandez
City Manager
City of Cape Coral
1015 Cultural Park Boulevard
Cape Coral, FL 33990

Re: Work Order for Plans Review and Inspection Services for the City of Cape Coral

Dear Mr. Hernandez:

We appreciate the opportunity extended to C.A.P. Government, Inc. (CAP) by requesting the submittal of this proposal for the professional services referenced above. We propose to provide Inspectors and Plans Examiners in the following trades: Building / Structural, Mechanical, Electrical, and Plumbing. In addition, we can provide Emergency / Natural disaster Inspections (Damage Assessments) to the City of Cape Coral's Development Services Department.

This scope of work will begin immediately and end on November 30, 2022, at a not to exceed amount of ninety-five thousand (\$95,000.00) dollars. We have attached Exhibit "B" from the City of Fort Lauderdale's Contract for the purpose of establishing negotiated hourly rates for each discipline and trade listed above. Invoices will be submitted monthly reflecting the total hours worked based on approved weekly timesheets and using the hourly rates in this exhibit.

These services can be extended by mutual consent or terminated by either party with a fifteen (15) day written notice.

It is unfortunate that these emergency services are needed, however, we are fortunate to be able to support the efforts of the City of Cape Coral and we look forward to this engagement. If you wish to discuss this further, please contact Ms. Kathleen Croteau at (941) 250-4300 or me (305) 458-6000, at your earliest convenience.

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

Carlos A. Penin, PE
President

CC: Mr. Vince Caution, AICP



3002 Del Prado Blvd., S Suite A
Cape Coral, Florida 33904
Toll Free: (877) 540-0102
Local: (239) 540-0102
Fax: (239) 540-0107
www.eatlanticllc.com

Contract for Roof Inspections

eAtlantic Engineering will provide roof dry in inspections (018) and/or roof final inspections (016) as requested by the City of Cape Coral.

Proposed Process:

eAtlantic administration will pick up inspection "tickets" the evening or day prior to the inspection date. eAtlantic will enter all tickets into a spreadsheet & mapping program to provide electronic record and mapping of the inspections conducted on the following business day. Once the inspection is conducted the inspection record will be entered into eAtlantic computer system. This will track inspections performed daily, for administrative records and billing purposes. eAtlantic Engineering will issue a **daily summary** of inspections conducted on spreadsheet document with result(s) of inspections, submitted to you, electronically. This format will be similar to the private provider inspection result spreadsheet that the Building Dept. currently receives (see attached.)

eAtlantic's daily summary spreadsheet of inspections, along with the "tickets" originally provided to eAtlantic will be dropped off the next business day when picking up the next day's inspections.

Fee for Inspections:

*A quote per inspection- **\$ 40.00 per inspection**

*The number of inspections you can handle – **100-150 per day**

Start date and available days- Start date available **October 13, 2022**, available Monday thru Friday

The quote per inspection is based upon a minimum of 50 roof dry in and/or final inspections per day.

1. *eAtlantic will provide roofing type inspections (Roof Dry In - 018 and/or Roof Final – 016) signed off by licensed Florida Building Inspector or Engineer, as an employee of eAtlantic Engineering fully covered by workers compensation insurance, truck, fuel, and automobile insurance.
2. Attached are the DBPR licenses for building inspectors, engineer and insurance certificate for the services quoted.

Term of Agreement:

This agreement may be terminated by either party at any time.

Please acknowledge your acceptance of this proposal by signing below and returning a copy of this letter to our attention.

Understood, Accepted and Agreed:

By: _____

Name: _____

Title: _____

Date: _____

Inspection Result Example

Inspection Items Report Cape Coral

As of 2022-10-10 23:01:01 Eastern Standard Time/EST • Generated by Amber Collins • Sorted by Address (Ascending)

Filtered By

Show: All service territories

Date Field: Actual End equals Today (10/10/2022 to 10/10/2022)

Inspection Details not equal to T-Pole/Tug/Top,T-Pole

Service Territory: Name equals Cape Coral

Asset: Asset Name	Address	Inspection Details	Inspection Result	Inspector: Full Name	Date Inspected
BLDR22-002058	1106 NW 8TH TER, CAPE CORAL, FL 33993	Rough Framing, Rough Electric, Rough Plumbing, Rough HVAC	Canceled	Carl Schmidt	10/10/2022
B21-37640	1210 SW 29TH TER, CAPE CORAL, FL 33914	Soffit/Fascia	Passed	Carl Schmidt	10/10/2022
B21-37640	1210 SW 29TH TER, CAPE CORAL, FL 33914	Plumbing Tub Set, Roof Final, Awning/Shutter, C/O New Construction	Failed	Carl Schmidt	10/10/2022
B21-26016	124 SW 38TH TER, CAPE CORAL, FL 33914	Plumbing Tub Set, Roof Final, Awning/Shutter, C/O New Construction	Failed	Carl Schmidt	10/10/2022
B21-26016	124 SW 38TH TER, CAPE CORAL, FL 33914	E2 Ceiling Insulation	Passed	Carl Schmidt	10/10/2022
B22-04559	1451 SW 1ST TER, CAPE CORAL, FL 33991	025 Deck/Bond/Pressure	Passed	Doug Wilkinson	10/10/2022
B22-04559	1451 SW 1ST TER, CAPE CORAL, FL 33991	072 Paver Deck Footing	Canceled	Doug Wilkinson	10/10/2022
B21-44103	1507 SW 1ST TER, CAPE CORAL, FL 33991	Sheathing	Passed	Tedsan Timberlake	10/10/2022
BLDR22-001020	1522 SW 19TH PL, CAPE CORAL, FL 33991	Plumbing Underground	Passed	Doug Wilkinson	10/10/2022
B21-44959	1912 SW 13TH ST, CAPE CORAL, FL 33991	Rough Framing, Rough Electric, Rough Plumbing, Rough HVAC	Passed	Carl Schmidt	10/10/2022
B21-44959	1912 SW 13TH ST, CAPE CORAL, FL 33991	Roof Dry In	Passed	Carl Schmidt	10/10/2022
BLDR22-001025	2222 SW 18TH ST, CAPE CORAL, FL 33991	Plumbing Underground	Passed	Doug Wilkinson	10/10/2022
B21-52010	2227 SW 2ND TER, CAPE CORAL, FL 33991	Mono Slab	Passed	Tedsan Timberlake	10/10/2022
BLDR22-001844	2535 NW 24TH PL, CAPE CORAL, FL 33993	Roof Dry In	Passed	Tedsan Timberlake	10/10/2022
B22-05965	3409 NE 13TH PL, CAPE CORAL, FL 33909	Siding/Lath	Passed	Tedsan Timberlake	10/10/2022
B22-05338	4009 NE 10TH AVE, CAPE CORAL, FL 33909	Sheathing	Failed	Tedsan Timberlake	10/10/2022
BLDR22-002812	4130 SW 26TH PL, CAPE CORAL, FL 33914	Floor Slab	Passed	Tedsan Timberlake	10/10/2022
B22-02009	504 BURNT STORE RD S, CAPE CORAL, FL 33991	Sheathing	Canceled	Doug Wilkinson	10/10/2022
BLDR22-001819	5339 SW 11TH CT, CAPE CORAL, FL 33914	Plumbing Underground	Canceled	Doug Wilkinson	10/10/2022
BLDR22-002378	812 SW 2ND ST, CAPE CORAL, FL 33991	Sheathing	Passed	Doug Wilkinson	10/10/2022
BLDR22-001580	930 SW EMBER TER, CAPE CORAL, FL 33991	Plumbing Underground	Passed	Doug Wilkinson	10/10/2022
Total	Count	21			

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LICENSEE DETAILS

8:45:19 AM 12/1/2021

Licensee Information

Name:	GEIB, MARK STEPHEN (Primary Name)
Main Address:	10818 SOUTH WESTNEDGE AVE. PORTAGE Michigan 49002
County:	OUT OF STATE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	62154
Status:	Current,Active
Licensure Date:	12/09/2004
Expires:	02/28/2023

Special Qualifications

Qualification Effective

Civil	12/09/2004
-------	------------

Alternate Names

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2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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LICENSEE DETAILS

8:35:23 AM 12/1/2021

Licensee Information

Name:	SCHMIDT, CARL EDWARD (Primary Name)
Main Address:	1322 SE 12TH TER CAPE CORAL Florida 33990-3611
County:	LEE
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN3002
Status:	Current,Active
Licensure Date:	09/30/1997
Expires:	11/30/2023

Special Qualifications

Qualification Effective

Building	
Commercial Electric	11/21/2006
Residential Mechanical	11/21/2006
Plumbing	
Residential Electric	

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LICENSEE DETAILS

8:36:50 AM 12/1/2021

Licensee Information

Name:	WILKINSON, WILLIAM DOUGLAS JR (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6244
Status:	Current,Active
Licensure Date:	04/09/2009
Expires:	11/30/2023

Special Qualifications

Qualification Effective

Building	04/09/2009
Coastal Construction	08/25/2010
Residential	12/18/2009

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LICENSEE DETAILS

8:40:40 AM 12/1/2021

Licensee Information

Name:	FONTZ, STEVEN TIMOTHY (Primary Name)
Main Address:	1211 NE 19TH TERRACE CAPE CORAL Florida 33909
County:	LEE
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN3401
Status:	Current, Active
Licensure Date:	12/18/1998
Expires:	11/30/2023

Special Qualifications

Qualification Effective

Building	
Coastal Construction	
Residential	
Mechanical	12/15/2017

Alternate Names

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LICENSEE DETAILS

8:41:22 AM 12/1/2021

Licensee Information

Name:	DURHAM, ROBERT LEE (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN1569
Status:	Current,Active
Licensure Date:	06/30/1994
Expires:	11/30/2023

Special Qualifications

Qualification Effective

Building	
Mechanical	11/21/2006
Plumbing	

Alternate Names

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LICENSEE DETAILS

8:41:57 AM 12/1/2021

Licensee Information

Name:	UHLAR, TIMOTHY MICHAEL (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
-------------------	--

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN4250
Status:	Current,Active
Licensure Date:	01/11/2002
Expires:	11/30/2023

Special Qualifications

Qualification Effective

Building

Alternate Names

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LICENSEE DETAILS

8:42:27 AM 12/1/2021

Licensee Information

Name:	TIMBERLAKE, TEDSAN STUART JR (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN3351
Status:	Current,Active
Licensure Date:	09/14/1998
Expires:	11/30/2023

Special Qualifications

Qualification Effective

Building

Alternate Names

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LICENSEE DETAILS

8:43:12 AM 12/1/2021

Licensee Information

Name:	SABELLA, JAMES (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN7736
Status:	Current,Active
Licensure Date:	06/20/2019
Expires:	11/30/2023

Special Qualifications

Qualification Effective

Residential	06/20/2019
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Alternate Names

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2022

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).

PRODUCER Acentria Insurance - Ft. Myers Office 11215 Metro Parkway Building 1 Suite 4 Fort Myers FL 33966	CONTACT NAME: Certificate Team PHONE (A/C, No. Ext): 239-939-1010 E-MAIL ADDRESS: coifm@acentria.com FAX (A/C, No): 239-939-7172														
INSURED eAtlantic Engineering LLC 3002 Del Prado Blvd S, Suite A Cape Coral FL 33904	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Southern-Owners Insurance Company</td><td>10190</td></tr><tr><td>INSURER B : Auto-Owners Insurance Company</td><td>18988</td></tr><tr><td>INSURER C : Certain Underwriters at Lloyds</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Southern-Owners Insurance Company	10190	INSURER B : Auto-Owners Insurance Company	18988	INSURER C : Certain Underwriters at Lloyds		INSURER D :		INSURER E :		INSURER F :	
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INSURER B : Auto-Owners Insurance Company	18988														
INSURER C : Certain Underwriters at Lloyds															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 2140332281

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20336974	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5333697100	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ \$10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5333697400	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	20616595	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made Form Retro Date 5/3/2008			PSK0139449774	5/1/2022	5/1/2023	Per Claim Limit \$1,000,000 All Sections Combined \$2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

CITY OF CAPE CORAL BUILDING DEPARTMENT
P.O. BOX 150027
CAPE CORAL FL 33915

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Business Proposal

DATE: 11/16/2022

1324 Seven Springs Blvd, Suite 301
New Port Richey, FL 34655
Phone: 727-514-5152
Email: rune.lero@ici.work

Project Description:

One inspector available for on-site inspections (Building, Mechanical, Plumbing, Electrical).

One person is available to call-in inspections for our remote inspectors using Video Inspection Pro (VIP), a remote video inspection process. The process is comprised of web-based software integrated with mobile phone applications. This video inspection process, created by Sjur Solutions Inc, is fully vetted by the State of Florida Building Code Administrators and Inspection Board, and has received the only declaratory statement to do remote video inspections.

As per our conversation, we can coordinate with contractors/installers while they are doing their work, or we can help set up accounts for any jurisdictional employees with whom you'd feel comfortable. Something to take into consideration is if you have an inspector with a single licensure, they can call in to our inspectors to clear out any other inspections at the various locations as we can do all residential inspection types in real time. Also, be aware anyone working for the jurisdiction who has a cell phone can use the app to submit inspections to our staff (i.e., Tax Collectors, Code Enforcement, etc.).

Fees:

- Quote per inspection on-site: \$95.00 (Minimum of 15 inspections a day for this rate)
- Quote per inspection remotely: \$27.00

Delivery:

- Inspections we can handle on-site: 20 - 25 per day (Unless inspections are bundled on a same site)
- Inspections we can handle remotely with our personnel: 20 - 25 per day (Unless inspections are bundled on a same site)
- Inspections we can handle from contractors/installers and or jurisdictional employees: 50 per day (Unless inspections are bundled on same site)

Availability:

Start Date: 11/28/2022

Days Available: 11/28/2022 through 03/31/2023. We can try to work longer if needed but we need to coordinate with our personnel.

For additional information contact us via email or cell listed above. Innovative Construction Inspection Inc appreciates you taking the time to review this proposal. We are confident that we will meet and exceed your expectations.

Rune Lero
CEO Innovative Construction Inspection Inc

Name of Project: City of Cape Coral - Municipal Support
Location of Project: Cape Coral, FL
UES Proposal No.: 0515.1022.00009

This agreement is made and entered into between City of Cape Coral and Universal Engineering on the 10th day of October 2022.

CLIENT:

Company/Business Name: City of Cape Coral Building Division
Primary Contact Name: Henry Gerrero
Business Address: 1015 Cultural Park Blvd.
City, State and Zip: Cape Coral, FL 33990
Phone Number: (239) 357-4456
Email: hgerrero@capecoral.gov

Services to be Performed (INSP)
Private Provider Inspection Services

Unit Prices
\$95.00 per inspection

Notes:

- UES terms are C.O.D. unless prior credit history has been established with UES. All UES services must be PAID IN FULL prior to receipt of any Letters, Reports or Results. UES will only invoice for actual services performed. The pricing listed in this agreement is valid for a period of ninety (90) days from proposal date.
- Overtime work (scheduled for before 7:00am or going past 4:00pm Monday through Friday, more than 8 hours in one day, more than 40 hours in one week, or anytime on Saturdays, Sundays, or Holidays), will be charged at the standard rate times 1.5.
- UES requires a geotechnical report (if one has been completed) and a set of construction plans on file prior to scheduling.
- Reports will be distributed electronically. Hard copies of reports can be provided upon request and will be billed at \$75 per copy.
- UES requires project plans, project specifications and geotechnical exploration report to be provided to UES before our services are rendered. If these documents are not provided we will assume the following construction materials testing requirements: building pad fill 95% compaction per ASTM D-1557 at a frequency of 1 per 2,500-SF per lift with a minimum of 4 per lift, bottom of footings 95% for 12-inches with 1 at each column footing and 1 for every 50-LF of wall footing, pavement base 98% with 1 for every 10,000-SF, pavement stabilized subgrade 98% with 1 for every 5,000-SF, pavement embankment 95% with 1 for every 5,000-SF, utility trench in paved area 98% with 1 for every 300-LF alternate lifts, utility trench outside paved areas 95% with 1 for every 300-LF alternate lifts, and sidewalks and exterior slabs 95% with 1 for every 5,000-SF with a minimum of 2 per lift. Proctor samples will be obtained for every fill type and performed per ASTM D-1557. No additional soil testing will be performed unless requested. If project specifications are not provided and the above assumed testing requirements do not meet the minimum job specific requirements, UES will not be held responsible.

☐ I CERTIFY THAT THE CLIENT BILLING INFORMATION LISTED ABOVE IS ACCURATE

CLIENT BILLING INFORMATION (IF DIFFERENT FROM ABOVE):

Company: _____
Attention: _____ **Title:** _____
Address: _____
City, State, Zip: _____
Phone: _____ **Fax:** _____
Email: _____
Permit No.: (please fill in) _____

PURSUANT TO FLORIDA STATUTE 558.0035, A DESIGN PROFESSIONAL, AS DEFINED IN FLORIDA STATUTE 558.002, ACTING AS AN INDIVIDUAL EMPLOYEE OR AGENT OF UES INTERNATIONAL, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

PAYMENT METHOD

☐ Check payable to Universal Engineering / Check Number: _____
☐ Visa ☐ Master Card ☐ Discover ☐ American Express
Credit Card Number _____ **CVV Code** _____ **Exp. Date** _____
Card Holder Name _____ **Card Holder Signature** _____

The below client/agent accepts UES's published Terms & Conditions, available by request, in this agreement and warrants that he/she has full authority to bind client.

PAYMENT AUTHORIZATION

PLEASE CHECK THE APPLICABLE BOX: ☐ Client ☐ Authorized Agent

Client Signature: _____ **Print Name:** _____ **Title:** _____ **Date:** _____

UES Signature: _____ **Print Name:** Kevin Mixon **Title:** Branch Manager **Date:** 10/10/2022

We will schedule mobilization when we have received the signed proposal with the completed credit card information.

Contact Information
201 Waldo Avenue North
Lehigh Acres, FL 33971

Phone: (239) 489-2443
Fax: (239) 489-3438

Universal Engineering Sciences, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES **1.1** Universal Engineering Sciences, LLC, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. **1.2** The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. **1.3** The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE **2.1** Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS **3.1** Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. **3.2** The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT **4.1** UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. **4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. **4.3** If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS **5.1** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. **5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS **6.1** Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.5** Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION **7.1** Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. **7.2** Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE **8.1** UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3**

To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS **11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

MEMORANDUM

CITY OF CAPE CORAL
DEVELOPMENT SERVICES DEPARTMENT

TO: Development Services Department Managers

FROM: Brett Limbaugh, Development Services Director *BAL*

DATE: June 9, 2025

SUBJECT: Policy #18 – Third-Party Review and Inspection Assignments

Purpose: The purpose of this policy is to establish clear guidelines for the assignment of third-party building plan reviews and inspections and to safeguard against real or perceived conflicts of interest.

Policy: To maintain the integrity and impartiality of the building plan review and inspection process, the following procedures shall be followed:

1. Conflict of Interest Restriction:

No employee of the Development Services Department may assign building plan reviews or inspections to a third-party reviewer or firm with which they have been employed in the past 12 months.

2. Disclosure Requirement:

Any staff member who has worked for or held a financial interest in a third-party plan review firm contracted by the City must disclose this relationship in writing to their immediate supervisor and the Development Services Director prior to assigning reviews or inspections.

3. Assignment Authority:

All third-party plan review or inspection assignments must be authorized by a designated supervisor or manager who has no current or recent employment history (within 12 months) with the contracted firm.

4. Audit Compliance:

Documentation of third-party review assignments and compliance with this policy will be maintained for auditing purposes. The Department will provide such documentation as necessary to meet the requirements of any internal or external audit.

5. Policy Violations:

Any violations of this policy may result in reassignment of duties, formal counseling, or disciplinary action, consistent with City policy.

This policy is effective immediately and applies to all employees involved in the assignment, management, or oversight of third-party building plan reviews or inspections.

MG:BL (Memo - Internal Policy #18 6-9-25.docx)