

RESOLUTION NO. 2018 -047

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH CAP GOVERNMENT INC., FOR BUILDING PLAN REVIEW, INSPECTION, AND EMERGENCY SERVICES, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR THEIR SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 5, 2006, the Town Council adopted Resolution 2007-001 approving CSA Southeast, Inc. for Plans Review and Building Inspection Services; and

WHEREAS, on September 1, 2006 CSA Southeast, Inc. changed their name to CAP Government, Inc., and on March 8, 2012, the Town Council adopted Resolution 2012-028 extending the contract with CAP Government, Inc; and

WHEREAS, on June 25, 2015, the Town Council adopted Resolution 2015-055 approving a three (3) year extension of the contract through March 1, 2018; and

WHEREAS, on January 19, 2018, the Town, in compliance with the Town's procurement procedures, which include compliance with 2CFR PART 200 federal requirements, published a Request for Proposal (RFP) seeking Building Plan Review and Inspection Services; and

WHEREAS, on February 26, 2018, the Town received three (3) proposals from CAP Government, Inc., Calvin Giordano and Associates, Inc., and Code Services, Inc.; and

WHEREAS, on March 14, 2018, at a publicly noticed meeting, the Town's Selection and Negotiation Committee (SNC) reviewed the three (3) proposals and decided to hear presentations; and

WHEREAS, on March 21, 2018, at a publicly noticed meeting, the SNC heard from the three (3) proposers and ranked CAP Government, Inc. as the highest most responsive and responsible vendor; and

WHEREAS, the Town Council is desirous of entering into this agreement with CAP Government, Inc. for Building Plan Review and Inspection Services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The Town Council hereby approves the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and CAP Government, Inc. for Building Plan Review and Inspection Services.

SECTION 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into an agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, this 12th day of April 2018, on a motion by Council Member Schroeder, seconded by Council Member Breitkreuz.

McKay	<u>Yes</u>	Ayes	<u>5</u>
Fisikelli	<u>Yes</u>	Nays	<u>0</u>
Breitkreuz	<u>Yes</u>	Absent	<u>0</u>
Jablonski	<u>Yes</u>	Abstaining	<u>0</u>
Schroeder	<u>Yes</u>		

ATTEST:

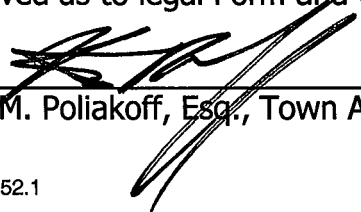


Russell Muñiz, Assistant Town Administrator/Town Clerk



Doug McKay, Mayor

Approved as to legal Form and Correctness



Keith M. Poliakoff, Esq., Town Attorney

114816652.1



EXHIBIT "A"

AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

CAP GOVERNMENT, INC.

FOR

BUILDING PLAN REVIEW AND INSPECTIONS SERVICES

RFP No. 18-002

AGREEMENT FOR
BUILDING PLAN REVIEW AND INSPECTIONS SERVICES

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this 12th day of April 2018 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and CAP Government, Inc. (hereinafter referred to as “Contractor”).

WHEREAS, on January 19, 2018, the Town, in compliance with the Town’s procurement procedures, published a Request for Proposal (“RFP”) seeking Building Plan Review and Inspections Services; and

WHEREAS, on February 26, 2018, at 11:00 AM, the Town opened the three (3) responses that it received from Contractor; and

WHEREAS, on March 14, 2018, at a publicly notice meeting, the Town’s Selection and Negotiation Committee (SNC) reviewed the proposals received and decided to hear presentations at the next scheduled SNC meeting; and

WHEREAS, on March 21, 2018, at a publicly notice meeting, the Town’s SNC heard from the three (3) proposers and ranked Contractor as the highest qualified proposer; and

WHEREAS, on April 12, __, 2018, pursuant to Resolution No. 2018 - 047 the Town Council approved the ranking of the SNC and authorized Town Administrator to negotiate an agreement with Contractor; and

WHEREAS, Contractor and the Town desire to enter into an Agreement for the provision of Building Plan Review and Inspections Services by Contractor under the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

- 1.1 Contractor agrees to provide plans review and building inspection services, as identified in the Request for Proposals (to which this Agreement is Exhibit “A” and which is incorporated herein by reference), and as specifically delineated herein as Exhibit “A-1” attached (hereinafter referred to as “Scope of Services”, “Services”, or “Work”).
- 1.2 Town hereby appoints Contractor as the Building Official for the Town and authorizes the Official to perform the required duties, as requested by the Town pursuant to Exhibit “A-1” attached hereto and made a part thereof.

- 1.3 Contractor agrees that all plan reviewers and inspectors must be specifically state certified to perform their designated tasks, including but not limited to maintaining a valid state and county license when appropriate. Contractor's employees credentials must be kept up to date and a copy shall remain on file with the Town. Contractor shall also designate staff to maintain all of the Town's files.
- 1.4 As it relates to this Agreement, Contractor designates Jack Fisher, as its chief building official. Contractor may not remove Jack Fisher as the Town's chief building without the written consent of the Town Administrator.
- 1.5 Contractor's staff shall be available upon request, at no additional compensation, for staff support services at meetings of the Town Council or its boards. Contractor shall be available if necessary, at no additional compensation, to provide testimony at all code enforcement hearings. Contractor shall also be available as necessary to provide testimony at all other legal proceedings. Contractor may charge an hourly rate commensurate with its rate schedule for testimony given at all legal proceedings.
- 1.6 Contractor shall maintain daily office hours, at Town Hall, to provide a "one stop shop" for permits. At the time of this Agreement, Contractor agrees that the designated location will be within the offices of the Town's Zoning Department. Unless extended, reduced, or modified in writing by the Town Administrator, the office hours shall be between 8:00 a.m. to 4:00 p.m. Monday through Friday, as necessary, to support the volume of counter service to ensure that no wait will exceed one half hour.
- 1.7 All permit issuance activities will be performed by Contractor staff on software applications provided by the Contractor. Full functionality of the software system at Town Hall will be effective no later than ninety (90) days after the execution of this Agreement. Contractor staff will be responsible for processing, monitoring and tracking all permit applications, including issuance. Certificates of Occupancy and Certificates of Completion will be prepared by the Contractor staff for the approval of the Town designated Contractor Building Official. Contractor's software application shall provide for online viewing and tracking permit data and scheduling and canceling inspections, and shall be fully operational within twelve (12) months of the execution of this Agreement.
- 1.8 All goods, materials and equipment necessary for the performance of its Scope of Services, including but not limited to, vehicles, cellular telephones, uniforms, office materials, and reference materials will be provided for the Contractor's inspectors, plan reviewers and Building Official by the Contractor and not the Town.
- 1.9 Inspections will be performed within twenty four (24) hours of request or the next business day when called in before a weekend or holiday. Inspection requests must be made no later than 3:30 p.m. on the business day prior to the date requested. Plan review and turn around will be based on a six (6) business day cycle. In certain rare instances, plan review turnaround time may be extended in writing upon request by Contractor to the Town Administrator. Such request may be unreasonably withheld. Contractor staff will be available to respond to permit holder questions and requests at Town Hall from 8:00 a.m. to 4:00 p.m., Monday through Friday.

- 1.10 During a declared state of local emergency, the Building Official or Assistant Building Official/Chief Building Code Inspector shall arrive at the Town's Emergency Operations Center ("MEOC") upon the establishment of the MEOC command site, and remain at the site until it's no longer operational or discharged by the Incident Commander. Contractor shall be responsible for staffing the MEOC when operational and assisting with damage assessment and safety inspections. The Building Official or Assistant Building Official/Chief Building Code Inspector shall have immediate access to building plans and other essential building information.
- 1.11 Contractor shall work with the Town during post disaster (natural or man-made) times, in restoring Comprehensive Building Code Services pursuant to the Florida Building Code and executed order of the Governor or Town Administrator. Contractor shall provide personnel to assist with damage assessment teams. Contractor shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision making process and performing other duties as deemed necessary to restore overall safety and services.
- 1.12 Contractor shall provide personnel in each discipline who shall be able to respond within one (1) hour (24 hours/day/7 days/week) to any type of emergency call-out by the Town's Fire Rescue, Law Enforcement or any authorized Town representative.
- 1.13 Contractor shall participate/assist in disaster or emergency event work as defined in Exhibit 2 set forth herein.
- 1.14 The parties acknowledge and agree that the TOWN will seek recovery of reimbursable expenses from the Federal Emergency Management Agency (FEMA) or other appropriate agencies, if applicable, and therefore the Contractor shall perform all services in accordance with FEMA guidelines.
- 1.15 Contractor shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Task Authorization.

Section 2: Term of this Agreement and Agreement Time

- 2.1 This Agreement shall become effective on April 12th, 2018 (the Effective Date), and shall continue in full force and effect for thirty six (36) months, with extensions to be approved by the Town and Contractor, unless earlier terminated in accordance with paragraph 2.2 hereof.
- 2.2 Notwithstanding any other provision of this Agreement, this Agreement is terminable at will by Town, with or without cause. Notice of termination shall be provided in accordance with the "NOTICE" section of this Agreement. Town may terminate this Agreement upon providing ninety (90) days written notice. In the event that this Agreement is terminated, Contractor shall solely be paid for any Work performed up to the date of termination and Contractor shall not be entitled to any additional compensation, of any kind or in any amount, from Town as a result of being terminated. Contractor specifically waives any and all rights to seek any additional sums or damages from Town due to being terminated other than Contractor's sole right to be paid for any Work properly performed up to the date this Agreement is terminated. Upon notice of termination,

Contractor shall immediately refrain from performing further Work for the Town or incurring additional expenses, unless directed in writing by Town to do so.

- 2.3 In the event of termination or expiration of this Agreement, Contractor and Town shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Contractor to such other person or entity designated by the Town, who will assume Plans Review and Building Inspection Services, including the transfers to the Town of all files and records in possession of Contractor which relate to the Town's Plans Review and Building Inspection Services or other work performed by Contractor in connection with this Agreement.
- 2.4 In the event of termination or expiration of this Agreement during a time which there is Work in progress, Contractor shall, if requested by Town, and in Town's sole discretion, complete such Work.

Section 3: Compensation & Method of Payment

- 3.1 The amount of compensation payable by the Town to Contractor shall be based upon the percentage split offered by the Contractor as set forth in the Proposal Form. Revenue generated will be based on the pre-established fee schedule as determined by the Town (Exhibit "B") which amount shall be accepted by Contractor as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by Contractor that these amounts are the maximum payable and constitute a limitation upon Town's obligation to compensate Contractor for its 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.
- 3.2 The initial rates and schedules have been adopted by the Town Council as part of the Resolution approving this Agreement. The Town Council, at its own discretion, may modify the rate and schedule by subsequent Resolution. Said Resolution shall include the fees paid to Contractor as well as the Town's administrative fee, which shall be determined by Town in its sole discretion.
- 3.3 [Paragraph not used]
- 3.4 Contractor shall recuperate for the Town all fees charged for the performance of its services directly from those utilizing its services. The Town shall not incur any additional fees or charges in excess of that which is collected by Contractor. By way of illustration, Contractor shall be compensated based only on the actual permits issued by Town, according to the Town's records, and based upon the revenue split offered by the Contractor. The Town shall process the payment to the Contractor on a monthly basis, paying all amounts that become due for the prior month in arrears.

All plan review and inspections of Town projects shall be performed at a negotiated flat rate, which shall be determined in writing prior to commencement of review. All plan review and inspections relating to the "Corrections Corporation of America" project shall be performed in accordance with the Town's Development Agreement, which shall be performed at a negotiated flat rate, which shall be determined in writing prior to commencement of review.

- 3.5 In instances wherein a penalty fee is imposed, the Town shall be entitled to the entire amount of the penalty fee, and Contractor shall not be entitled to such penalty fee. A re-inspection fee shall not be considered a penalty.

- 3.6 Town shall pay Contractor monthly in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Town Administrator, for failure of Contractor to comply with a term, condition or requirement of this Agreement.
- 3.7 Notwithstanding any provision of this Agreement to the contrary, the Town Administrator may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of Contractor which has not been remedied or resolved in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town.
- 3.8 Town and Contractor agree that Contractor, if requested by Town, will participate in drafting codes relating to plans review and building inspection services.
- 3.9 Upon termination of this Agreement, Contractor shall refund to Town all unearned permit fees.

Section 4: Assignment

No assignment of this Agreement or of the Work hereunder by Contractor shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Contractor's Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverages required in this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability by the Town to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION**: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
 - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**: Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
 - C. **COMMERCIAL GENERAL LIABILITY**: Contractor shall carry Commercial General Liability Insurance with limits of not less than **One Million Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **Two Million Dollars (\$2,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
 - D. **ENVIRONMENTAL POLLUTION INSURANCE**:
The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not

less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF**

SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.

- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement; and Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 8: Laws and Regulations

Contractor agrees to abide by all applicable Federal, State, County, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

Section 9: Taxes and Costs

All federal, state and local taxes relating to the Contractor's Work under this Agreement and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Agreement shall be paid by the Contractor.

Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at

both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which any Work is provided. Contractor further assures that all subcontractors and independent-contractors are not in violation of the terms of this Section of the Agreement.

Section 12: Sovereign Immunity

Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Town's Sovereign Immunity defense or any other of the Town's immunities and limitations on liability as provided for in Florida Statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

Section 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal at all levels, the prevailing party shall be entitled to recover the reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 14: No Third Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 15: Funding

The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16: Manner of Performance

Contractor agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are educated, trained, experienced,

certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall 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 the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town 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 completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

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 PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable or other funding source applicable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Agreement;
 4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
 5. Contractor's violation of Section 19 of this Agreement.
 6. Contractor's violation of Section 33M of this Agreement.

Section 19: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this section by Contractor shall result in Town's immediate termination of this Agreement.

Section 20: Use of Awarded Proposal by Other Governmental Units

Contractor agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Agreement

Town and Contractor may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this

Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

Section 23: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17PthP Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

Section 24: WAIVER OF RIGHT TO JURY TRIAL

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.

Section 25: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 26: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Agreement.

Section 27: Days

The terms "days" as referenced in this Agreement shall mean consecutive calendar days.

Section 28: Written Mutual Agreement

This Agreement is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral which are merged herein.

Section 29: No Amendment or Waiver

This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect, or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under 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 Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr
200 East Las Olas Boulevard, Suite 1000
Fort Lauderdale, Florida 33301

If to Contractor:

Carlos A. Penin, P.E., President
C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables, Fl 33134

Section 33: Miscellaneous

- A. **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. **Audit Right and Retention of Records.** Town shall have the right to audit the books, records, computer records, electronic stored data, and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by Town, 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 Act (Chapter 119, Florida Statutes) if applicable, or, if the Florida Public Records Act is not applicable, of a minimum period of five (5) 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 of five (5) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirements of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry.

Upon attainment of final inspection, Certificate of Completion, or Certificate of Occupancy hard copy of plans are to be boxed and indexed for transport to Town for archival in accordance with established retention schedules.

- C. Plan Review and Inspection Reporting.** By the Tenth (10th) day of each month, Contractor shall provide the Town Administrator or designee, with a report delineating the previous month's activity. Said monthly information shall be provided to the Town through an electronic medium, in a form and format acceptable by the Town Administrator, via a system that is accessible by the intranet. If the Town Administrator determines that Contractor's system is not compatible, or that another system should be utilized, the desired system shall be implemented and utilized by Contractor at no additional cost to the Town. In addition to the monthly report, Contractor shall provide daily, through an electronic medium accessible from the internet, clear and concise tracking information, which shall include the status of all matters including answers to questions and responses to complaints. This system shall be designed to allow residents to track the status of their plans review and inspection results. Report requirements will also include provisions of Section 1.7 of this Agreement.
- D. Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- E. Conflicts.** Neither Contractor nor its 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 related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. 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 Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.
- In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.
- F. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement 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 Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- G. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town'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.
- H. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- I. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- J. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- K. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- L. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- M. Other Requirements.** To the extent applicable to any emergency or disaster related work for which Town is or may be eligible for reimbursement from the Federal Government, or to the extent applicable to any work for which Town receives State or Federal funds, Contractor agrees to adhere to and be bound by all applicable Federal, State, and Local requirements to enable Town to receive such reimbursement or funds, including but not limited to the requirements set forth in Exhibit "C".

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
BUILDING PLAN REVIEW AND INSPECTION SERVICES RFP No. 18-002

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: CAP Government Inc. and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 12th day of April 2018.

WITNESSES:

[Signature]
Janet Borges
[Signature] (Janice Rosado)

CONTRACTOR:

By: [Signature]
Carlos A. Penin (title) President
12th day of April 2018

TOWN OF SOUTHWEST RANCHES

By: [Signature]
Doug McKay, Mayor
12th day of April 2018
By: [Signature]
Andrew D. Berns, Town Administrator
12th day of April 2018

ATTEST:

[Signature]
Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Keith M. Poliakoff, Town Attorney

EXHIBIT "A-1"

PLANS REVIEW AND INSPECTION SERVICES

Plans review and building inspection services shall be provided based upon conformance with the standard procedural requirements presently employed and in conformity with the Florida Statutes and the Florida Building Code, Broward Amendments, as may be amended from time to time. Such services shall consist of, but not be limited by, the following:

- Plans review and building inspections shall be available a minimum of forty (40) hours per week.
- Contractor shall intake and process all building plans from residents or officials of the Town. The intake reports shall be specifically and clearly logged in an electronic medium that can be accessible via the internet.
- Contractor's software shall enable online viewing and tracking permit data and scheduling and cancelling inspections.
- Contractor will provide permit records to the Town and such records will be archived by Contractor at Contractor's expense.
- Full review of all building plans shall be completed within Ten (10) (10) business days of plan submittal for Major Permits (Commercial and Residential additions, alterations, demolition, or new construction), and within Five (5) business days for all other permits.
 - . Day one shall entail an initial review for completeness, compliance, and to ensure professional standards. Plans may be returned if inadequacies are found during the initial review. Said inadequacies shall be specifically delineated in writing to the applicant.
- Inspections will be performed within twenty four (24) hours of request or the next business day when called in before a weekend or holiday. Inspection requests must be made no later than 3:30 p.m. on the business day prior to the date requested.
- Contractor shall provide the monthly progress reports as specified in Section 33 (C) of this Agreement.
- Contractor shall regularly communicate with the Town Attorney and the Town Administrator regarding the prosecution of building code compliance matters and shall be available to testify at code enforcement hearings, at no further compensation, on the Town's behalf.
- Contractor's files shall be well organized, thorough and complete.
- Contractor shall promptly respond to all requests by title companies, or otherwise, seeking to determine if violations exist on specified properties. Contractor may charge a reasonable fee, comparable to fees charged by neighboring municipalities or by the County, for this service and said fee shall go directly to Contractor.
- Contractor shall attend Council Workshops and Meetings and HOA meetings, if necessary, to provide input on Building Code issues at no additional compensation.

EXHIBIT "B"

CURRENT BUILDING PERMIT FEE SCHEDULE
(Resolution R-2012-031 & R-2016-034)

EXHIBIT "B"

CURRENT BUILDING PERMIT FEE SCHEDULE
(Resolution R-2012-031 & R-2016-034)

RESOLUTION NO. 2012 - 031

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, PROVIDING FOR AN UPDATED FEE SCHEDULE FOR BUILDING PERMIT FEES, FIRE FEES, AND PUBLIC WORKS FEES ASSOCIATED WITH PERMITTING AND INSPECTIONS; ESTABLISHING AN ADMINISTRATIVE, TRAINING AND TECHNOLOGY FEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance 2011-02 establishes that permit fees are set by Resolution of the Town Council; and

WHEREAS, the Town Council passed Resolution 2007-001 to establish fees charged by consultants;

WHEREAS, the Town currently contracts with CSA Group, know known as C.A.P. Government, Inc., for building department services via Resolutions 2007-01, 2010-009, 2010-031, 2010-036, 2011-045, 2011-038, 2012-10; and

WHEREAS, the Town has contracted with Pembroke Pines for fire department permit review via Resolution 2011-068; and

WHEREAS, the Town recently hired an in-house engineer for the review of building and engineering permits in an effort to provide better customer service and support the Town's general infrastructure needs; and

WHEREAS, it has been determined that providing contractual services for certain technical needs of the Town provides the most cost effective methods for the residents; and

WHEREAS, the Town Council believes that the fees charged for building, engineering and fire fees should account for, at a minimum, the time staff spent reviewing and issuing permits, and

WHEREAS, it has been determined that certain staff and consultants time charges associated with the completion of many services are not being fully recovered by the Town and in other cases certain permit charges result in additional compensation to the Town; and

WHEREAS, it has been determined that certain fees necessary to fully recover the cost of some services provided were not reflective of actual and/or anticipated costs, consequently a revised fee schedule has been established for such services; and

WHEREAS, it has been determined that there are certain intangible costs related to administrative overhead, staff training, and use of technology in the processing of permits that are not being recovered by the Town; and

WHEREAS, the creation of the fees to offset the costs related to administration, training and technology are reasonable; and

WHEREAS, the Town Council has determined that is it in the best interest of the Town to update the fee schedules for review of Building and Fire permits and to establish fees for Engineering and Public Works review of permits; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town to amend the fee schedule for the Building Division, the Fire Department, and the Engineering and Public Works Department to establish fee amounts for new construction and additions and other services based upon square foot improvements and also providing for flat fee, as appropriate based upon the anticipated time and energy expended per permit type; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to adopt a fee schedule in order to protect the health, safety, welfare and well-being of the Town, its residents and the environment.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. Town Council hereby approves the Fee Schedules attached as Exhibits "A", "B", and "C" and which are attached hereto and incorporated herein by reference.

Section 3. Administrative Fees, Technology Fee, and Training Fee.

The Town Council has determined that the following fees are reasonable fees to charge due to the amount of involvement by Town staff in the intake, processing and handling of permits and shall be included in the cost of a permit and paid prior to the issuance of such permit.

- 1) Administrative Fee for residential permits are 15%; non-residential permits are 25% of the cost of each permit which includes the costs for training and the provision of technology.
- 2) All fees recovered above by the Town's building services contract's required compensation amounts and the administrative fee shall be designated as reserve funds.

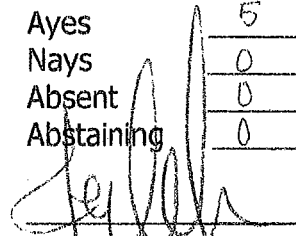
Section 4. Severability. If any word, phrase, clause, sentence, or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 22nd day of March, 2012, on a motion made by Council Member Fisikelli and seconded by Council Member Breitkreuz.

Nelson	<u>YES</u>
McKay	<u>YES</u>
Breitkreuz	<u>YES</u>
Fisikelli	<u>YES</u>
Jablonski	<u>YES</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>




Jeff Nelson, Mayor

ATTEST:



Erika Gonzalez-Santamaria, CMC, Town Clerk

Approved as to Form and Correctness:



Keith M. Poliakoff, J.D., Town Attorney

EXHIBIT "A"

**Fire Department Permit Fees
Non-Residential Only**

A permit approved by the Fire Department shall be required for the following types of construction or placement of materials whether in the public right-of-way or on private property. A permit fee shall be charged all persons performing such construction or placement. However, permit fees will be waived on construction by public utility companies operating under a franchise agreement granted by the Town and on construction of projects under contract with the Town.

FIRE FEES	
Fire Standpipe (per test)	
	(a) Minimum fee \$50.00
	(b) Fee per residential unit or \$2.50 per 1,000 sq.ft. of gross floor area in non-residential structures \$2.50.
Fire sprinkler system (per test)	
	(a) Minimum fee \$25.00
	(b) Fee per 1,000 sq.ft. of gross floor area \$3.50
	(c) Fee per each 1,000 sq.ft. of gross floor area in excess of 50,000 sq.ft. \$2.50.
Billed to Occupancies or Buildings with sprinkler/standpipe belonging to them	
If an occupancy or building has both a sprinkler and standpipe system, only the sprinkler charge shall apply during the annual inspections	
Sprinkler system backflow preventor	
	\$25.00
Billed to Occupancies or Buildings with backflow preventor belonging to them	
Fire Alarm	
	\$35.00

Billed to Occupancies or Buildings with fire alarm system belonging to them	
Plan Review and Inspection: The permit fee shall be charged according to the percentage of the Contract price for the cost of the job.	
1. First \$50,000 of Contract Price	4.64%
2. \$50,001 to \$1,000,000 of Contract Price	2.32%
3. Over \$1,000,000 of Contract price	1.74%
4. Minimum Fee	\$99.15
Annual Fire Inspections	
	This fee in additional to all applicable fees above
Residential: Hotels, Multiple Family dwelling units (3 or more units)	
	Up to 50 units \$6.00 per unit
	51 to 100 units \$4.75 per unit
	101 or more units 2.50 per unit
Billed to Building Owner/Property Management	
Commercial Buildings	
	Flat fee \$50.00 per building
Commercial Occupancies: including all Businesses, Family Day Care, Group Homes, Institutional living facilities	
	Up to 2,500 sq.ft. \$40.75
	2,501 to 5,000 sq.ft. \$66.75
	Each additional 1,000 sq.ft. \$4.75
Re-inspection fee	
	\$30.00

Applicable to both Occupancies and Buildings

I. Penalties.

It shall be unlawful for any person to violate any of the provisions of the Florida Fire Code adopted in or fail to comply with any order made thereunder, or build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or fail to comply with such an order as affirmed or modified by the Broward County Board of Rules and Appeals, or by a court of competent jurisdiction, within the time fixed herein, and where no specific penalty is otherwise provided, the violation of any provision of this code shall be punishable by a fine not exceeding \$500, or by imprisonment for a term not exceeding 60 days, or by both fine and imprisonment provided, however, that no penalty shall be imposed that is greater than the penalty imposed by state statutes regulating similar conduct.

The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy the violations or defects within a reasonable time. When not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Building Permit Fees

STRUCTURES

A. Valuation.

The Building Permit Fee shall be based upon the cost of construction as attested to by the applicant on the submitted permit application. The Building Official, in addition to verifying the completeness and accuracy of the application, shall review the application for the cost of construction. If the Building official determines that the cost of construction attested to does not accurately reflect the cost of construction for the scope of the work covered by the permit, he or she can use any of the following to calculate the fee:

1. Copy of assigned contract for work to be completed under the requested permit.
2. Apply the values in the most current edition of the RS Means construction Valuation system.

The greatest of the methods of the applicant's statement of value, or (1) or (2) above shall be used in calculating the permit fee.

3. When a permit is issued by an owner builder and for which no subcontractors are used – the permit cost shall reflect the actual costs of material excluding labor.

B. Permit Fees

1. General permit fees shall be as stated below. The minimum fee for all general permits shall be \$75 unless otherwise set forth herein.

	Residential	Non-Residential
Master plan permits	\$ 450	\$500
Roofing (per square foot)	0 to 1,000 sq.ft. \$225.00 1,000 sq.ft. and over, plus each additional 1,000 sq.ft. or fraction thereof\$18.00	0 to 1,000 sq.ft. \$250.00 1,000 sq.ft. and over, plus each additional 1,000 sq.ft. or fraction thereof\$20.00
Backflow annual test:	First two: \$90, Each additional unit: \$9	First two: \$100, Each additional unit: \$10

Turn on electrical inspection fee	\$45	\$50
Temporary electrical service	\$45	\$50
ADDITIONAL SERVICES AND REFUNDS		
Certificate of Completion, Certificate of Occupancy/Temporary CO	\$67.50	\$75.00
Electric Meter Release Certificate	\$45	\$50.00
Change of contractor, (per discipline)	\$67.50	\$75
Permit card replacement	\$67.50	\$75
Replacement plans.	\$90	\$100 plus cost of reproduction and staff hourly rate.
Renewal of expired permit – for renewal within six (6) months of permit expiration for the same permit, same plans on the same property, provided no refund has been made	50% of original fee	50% of original fee
	100% of the original fee (after six (6) months)	100% of the original fee (after six (6) months)
Re-inspections*: Single Family – each per trade All other – each per trade * F.S. 553.80.2(b) and re-inspections fee shall not be charged for the first re-inspection	\$100.00	\$200.00
Fences and Walls:	(a) Pre-cast concrete Per lineal foot \$.90	(a) Pre-cast concrete Per lineal foot \$1.00 Minimum

	Minimum.....\$90.00\$100.00
	(b) Masonry Walls	(b) Masonry Walls
	Per lineal foot	Per lineal foot
\$1.80\$2.00
	Minimum	Minimum
\$180.00\$200.00
	(c) All other types	(c) All other types
	Per lineal foot	Per lineal foot
\$.074\$.075
	Minimum	Minimum
\$90.00\$100.00

2. Construction cost (Base Permit Fee) – per structure per trade, plus applicable category below.....\$200.00

Residential construction cost 1.75% of the cost of construction

Non-residential Construction costs less than \$999,000.00.....1.85% of the cost of construction

Non-residential Construction costs greater than \$1,000,000.00 to \$1,499,999.00.....2.0% of the cost of construction

Non-residential Construction costs greater than \$1,500,000.00 and up to \$24,999,999.002.6% of the cost of construction

For construction cost greater than \$25,000,000 the Town shall meet with the applicant and determine a fee schedule based upon the specific project requirements, such as but not limited to hiring of special inspectors, additional inspection review, etc. Such fee schedule shall be approved by Town Council via Resolution.

3. The submittal fee for all permits shall be a non-refundable one time fee to be paid at time of permit application. The Building Official shall for residential permits only, have the discretion to modify the initial submittal amount of permit application fee. For example half the permit fee at time of submittal and the second half at time of permit issuance. Such discretion shall be limited to situations of extenuating circumstances and shall be provided for in writing. The total fee amount is still required.
4. Permit fee for general maintenance shall be 2.0% for non-residential and 1.8% for residential of the estimated in place cost of construction but shall not be less than \$7 for non-residential and \$6.30 for residential for each discipline. However, no permit shall be

required for general maintenance repairs which do not change the occupancy, and the value of which does not exceed the exemption set forth in § 105.2 (A) of the Florida Building Code in labor and materials, as determined by the Building Official.

5. Temporary tents and temporary fabric canopies for special events and public events:

Tents

under 500 sq.ft.	n/a
over 500 sq.ft.	\$300.00

Canopies

Up to 500 sq.ft.	n/a
500 sq.ft. to 1,000 sq.ft	\$300.00
Over 1,000 sq.ft.	\$500.00

NOTE: Multiple canopies and tents, all erected on the same property and for the same event, shall be charged as if they were a single canopy or tent with an area equal to the sum of the areas of the individual canopies or tents.

6. The issuance of a foundation-only permit shall be determined by the Building Official.

Foundation-only permit is to be paid at issuance of the foundation-only permit (only if complete set of plans are available for review.) This fee shall be in addition to total building fees.

Permit fee for a foundation-only permit shall be \$1.00 per sq. ft

7. Swimming Pools, spas, hot tubs, (including all trades)

In ground single family residential pool.....	\$1,350.00
Above ground single family residential pool.....	no fee
All other pools	\$3,000.00
Spas - in-ground independent of pool	\$500.00 non-res
	\$450.00 residential
Above ground (if permit required).....	\$250.00 non-res
	\$225.00 residential
Above ground no permit required.....	no fee

8. Permit Fee Schedule – Double Permit Fee: Permit fees shall be paid whenever a permit shall be required under the provisions of the building code of the Town in accordance with the foregoing schedule of fees. In the event any work for which a permit is required is started or proceeded with prior to the issuance of a permit by the duly authorized person, the permit application shall be liable for and pay to the Town a double permit fee for the work. The payment of the double permit fee shall be made before any further permits shall be issued to the person owing the double permit fee. The payment of the double permit fee shall not relieve any person from fully complying with the requirements specified by resolution or ordinance nor from any other penalties prescribed therein.

C. Electrical, Plumbing, Structural and Mechanical Permit Fees, unless otherwise provided for herein.

Minimum base permit fee \$100.00 non-residential,
\$90.00 residential

The permit fee shall be charged at the rate of 1.85% of the job value or in accordance with the fees in section 2 as may be applicable for non-residential or 1.75 of the job value for residential.

D. Extensive Review - Plans examination fees.

1. The fees identified in section A.2. above cover the initial plans examination after the plans are first submitted, plus two reviews after the designer(s) have made corrections. When failure of the designer(s) to make corrections results in additional plan review time being spent on a given project, the extra time will be charged as set forth F.S. § 553.80.2(b), as may be amended.

2. Extensive review for changes of plans or documents, shop drawings, or product approvals after permit issuance shall be at \$50 per hour. The word extensive shall mean any review that requires more than 15 minutes.

3. Overtime for Florida Building Code Inspections, Building Officials, and/or Plan Reviews. For an inspections and/or plan reviews requested to be performed before 8:00 AM and after 4:30 PM Monday through Friday, or any hour during a holiday, a special overtime fee will be charged for each inspector and/or plan reviewed of each trade required for the inspection and/or plan review and added to the permit fee. Minimum charge per hour or fraction thereof:

- (a) Inspector..... \$100.00
- (b) Plans Examiner \$105.00
- (c) Building Official \$125.00

E. Work without a Permit

First offense	Double the required permit fee
Second offense	Double the required permit fee plus \$400.00 penalty
Each offense thereafter.	Double the required permit fee plus \$750.00 penalty

F. County and State and Additional Fees.

1. Board of Rules and appeals Fee – per each \$1,000 or any fraction thereof of the total cost of construction.....\$.060
2. Florida Department of Business and Professional Regulation Surcharge – (per F.S. 553.721)1.5% of the total cost of permit (minimum of \$2.00)
3. Florida Building Code Administrators and Inspectors Fund Surcharge – (per F.S. 468.631)1.5% of the total cost of permit (minimum \$2.00)
4. Permit fees include a \$30.00 plan processing fee paid to CAP.
5. Copy Fees.
Building, Code services 11" x 17" each \$1.00
Microfilms per sheet.....\$1.00
Photocopies first 50 copies N/C
Each additional copy single side - 0.15
Each additional copy double side - 0.15, first side, .05 second side
Scanned copies \$3.00 per sheet

Assistance to be charged at the rate of \$50.00 per hour for research, processing, formulation or printing computer generated reports from automated data, including but not limited to chronological listing of permit applications, historical reports, etc.

Public Works Permit Fees

LANDSCAPING

A. EXOTICS AND INVASIVE PLANT MATERIAL

1. Permit exemptions.

(A) The following plant material shall not require a permit for its removal.

Acacia auriculaeformis: Earleaf Acacia

Araucaria excelsia: Norfolk Island Pine

Bischofia javanica: Bischofia, Toog, Bishopwood

Casuarina spp.: Australian Pine (all species)

Melaleuca quinquenervia: Melaleuca, Punk Tree, Paperbark [Paperbark]

Shinus Terebinthifolius: Brazilian Pepper, Florida Holly

(B) The following plant material shall require a permit for its removal at no cost to the applicant. The Town shall issue such permit within 24 hours of any such require. Said permit shall be valid for 12 months from the date of issuance.

Ardisia solanacea: Shoebutton, Ardisia

Brassia actinophylla: Schefflera

Leucanea leucocephala: Lead Tree, Jummie Bean

Metopium toxiferum: Poison Wood

Rhodomyrtus tomentose: Downy Rose Myrtle

And including All Category I invasive exotic plants listed on the Florida Exotic Pest Council's most recent list not listed in (A) above, as may be amended from time to time.

ACTIVE: 3798552_1

RESOLUTION NO. 2016 – 034

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2012-031 BY ELIMINATING THE MASTER PLAN PERMIT FEE AND PLAN PROCESSING FEE FOR RESIDENTIAL BUILDING PERMITS, CLARIFYING THAT THE MINIMUM BASE PERMIT FEE FOR RESIDENTIAL CONSTRUCTION IS THE GREATER OF \$90 PER DISCIPLINE OR 1.75% OF THE JOB VALUE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 22nd, 2012, pursuant to Resolution 2012-031, the Town Council established a fee schedule, which in part provided for building permit fees to be charged by the Town's contracted building department services provider, C.A.P. Government, Inc.; and

WHEREAS, since that time, residential construction values have dramatically increased thereby significantly escalating the costs of permits issued for residential construction; and

WHEREAS, the Town Council wishes to reduce the total costs of residential building permits.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby amends Exhibit "B" of Resolution No. 2012-031 by eliminating the Master Plan Permit Fee and Plan Processing Fee.

Section 3: The Town Council hereby clarifies Exhibit "B" of Resolution No. 2012-031 by restating that the "Minimum base permit fee" for residential construction is the greater of \$90 per discipline or 1.75% of the job value.

Section 4: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 12th day of May, 2016, on a motion by

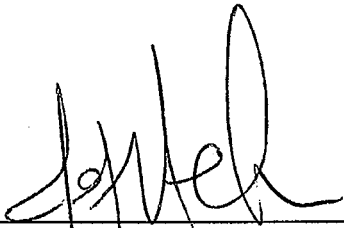
Vire Maya McKay and seconded by Jim Breitkreuz.

Nelson
McKay
Breitkreuz
Fisikelli
Jablonski

yes
yes
yes
yes
yes

Ayes
Nays
Absent
Abstaining

5
0
0
0



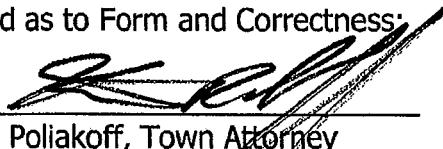
Jeff Nelson, Mayor

ATTEST:



Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:



Keith M. Poliakoff, Town Attorney

113204171.1

EXHIBIT "C"

OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the

Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") 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. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

EXHIBIT "D"

DISASTER RELATED SCOPE OF WORK

The Contractor shall assist in pre-need, pre-event services to the Town during disaster or emergency events. Disasters include, natural events such as hurricanes, tornadoes, windstorms, floods and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the Contractor shall service the Town first and be on-call to provide all support services necessary to insure the safety and well-being of all the Town's property. Contractor may also be called upon throughout the year to render services to assist the Town with special needs and events other than disasters, as determined by the Town Administrator.

Services may include, but not limited to, risk assessments of the Town's property, property damage recommendation(s) to repair Town's property as a result of a disaster or other event, coordination of debris removal throughout the Town and any and all other directives from the Town Administrator or his or her Designee.

Contractor will work under the direction of the Town Administrator or his/her their Designee. The Town Administrator will issue the Notice to Proceed to start work and the notice to reduce resources and to end work.

Notice to Proceed means the written notice given by the Town Administrator or his/her Designee to the Contractor of the date and time for work to start. Work shall commence as soon as possible upon receipt of the Notice to Proceed.

Contractor shall timely provide the Town Administrator or his/her Designee with all accurate and detailed activity reports as deemed necessary by FEMA. Contractor shall work closely with the Town to ensure that all work is FEMA-compliant and all documentation is properly obtained and includes photos, daily activity reports etc. Contractor's failure to utilize federally-approved documentation while performing work may result in nonpayment of service to the Contractor by the Town.

Contractor shall participate in all Town emergency management meetings and exercises.

Contractor shall have professional staff with knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA and FDOT and other applicable Federal, State or local agency regulations and policies are required.



PRICE PROPOSAL

The Town has requested that the Building Department services comply with the Florida Building Code (FBC) and be compensated as a "Percent of Revenue" of the total monthly permit fees collected based on the Town of Southwest Ranches Building Department's Fee Schedule.

We hereby acknowledge that, as suggested in this RFP, we have reviewed the Town's current Building Permit Fee schedule (Exhibit B of this RFP). (This is the schedule that CAP has operated with since it was last modified in 2016.) This Exhibit shows that the Town's Fee Schedule has been modified in 2012 by Resolution # 2012-031 and in 2016 by Resolution # 2016-034.

We are not proposing nor suggesting any modifications to the Town's Building Department's Fee Schedule this time. This should be revisited on an annual basis three (3) months prior to the beginning of the Fiscal Year (Oct. 1st) as determined by the Town Administrator and Town Council.

For over ten (10) years C.A.P. Government, Inc. (CAP) has been compensated seventy-five (75%) percent of the total Building Department fees collected. We have analyzed our costs based on our ten-year history at the Town and find that in order to provide the scope and level of services required in this RFP, **we will not propose an increase to our Percent of Revenue.**

CAP is willing to review our Percent of Revenue on an annual basis and simultaneously when the Town reevaluates its Building Department's Fee Schedule.

Percent of Revenue	Town	CAP
Total Permit Revenue for Calculation of Percentage	25.0%	75.0%

- The compensation to CAP will cover:
 - Building Official and Assistant Building Official
 - Plans Reviewers and Inspectors
 - Permit Technicians
 - All items listed in the Scope of Services of this RFP



Carlos A. Penin, PE

Table 3: Plan Examiners

Discipline	Number of Personnel Proposed	After Duty Hours Price Per Hour
Building Official	2	\$110.00
Structural	3	\$100.00
Electrical	2	\$100.00
HVAC/Mechanical	2	\$100.00
Plumbing	2	\$100.00

Table 4: Inspectors

Discipline	Number of Personnel Proposed	After Duty Hours Price Per Hour
Building Official	2	\$110.00
Structural	3	\$100.00
Electrical	2	\$100.00
HVAC/Mechanical	2	\$100.00
Plumbing	2	\$100.00

Proposer: C.A.P. Government, Inc.
Address: 343 Almeria Ave. Coral Gables, FL 33134

Name: Carlos A. Penin, PE
Title: President

Phone Number: 305-448-1711 **Fax Number:** 305-448-1712



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/5/2017

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 Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178		CONTACT NAME: PHONE (A/C, No., Ext): 305-591-0090 E-MAIL ADDRESS: certsmiami@mma-fl.com		FAX (A/C, No.): 212-948-5665
INSURED C.A.P. Government Inc. 343 Almeria Avenue Coral Gables FL 33134		INSURER(S) AFFORDING COVERAGE		NAIC #
CAPGOVER		INSURER A: Charter Oak Fire Insurance Company		25615
		INSURER B: Travelers Indemnity Co of America		25666
		INSURER C: Endurance American Specialty Ins Co		41718
		INSURER D: Travelers Cas & Surety Co of America		31194
		INSURER E:		
INSURER F:				

COVERAGES **CERTIFICATE NUMBER: 6461696** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6602G356503	9/5/2017	9/5/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			8102G356503	9/5/2017	9/5/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB5J119021	9/5/2017	9/5/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	Errors and Omissions Claims-Made Retro Date: 9/6/1996			DPL10005502003	9/5/2017	9/5/2018	Design Prof Liability	2,000,000
							Network Sec & Privacy	1,000,000
							Retention	50,000

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

RE: 13400 Griffin Rd Southwest Ranches FL, 33330

Certificate Holder, as Manager or Lessor of Premises, is an Additional Insured as respects to General Liability subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER	CANCELLATION
Town of Southwest Ranches 13400 Griffin Rd Southwest Ranches FL 33330	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

© 1988-2015 ACORD CORPORATION. All rights reserved.