



CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT for

This AGREEMENT, made this 13 day of September, 2012, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER" and **C.A.P. Government, Inc.**, doing business as, a **service provider**, located in Broward County in the State of Florida, hereinafter called "CONTRACTOR".

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

ARTICLE I

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

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

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

ARTICLE II

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

Labor shall be reimbursed according to the attached fee schedule.

ARTICLE III

The term of this Agreement shall be from **September 24, 2012** for a period of **3 (three)** consecutive years and terminating on **September 24, 2015**. If mutually agreed upon by the CITY and CONTRACTOR, this contract may be renewed for an additional **2 (two)** year period.

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act :

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

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

AGREEMENT:

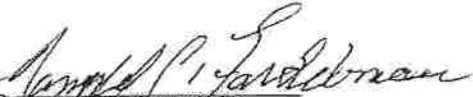
IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:


Renee Shrout, City Clerk


John Stinson, City Manager

(SEAL)


WITNESS (as to CONTRACTOR)


WITNESS (as to CONTRACTOR)

Carlos A. Penin, President


CONTRACTOR

ADDRESS:

C.A.P. Government, Inc.

3265 Meridian Parkway, Suite 100

Weston, Florida 33331

PHONE: 305-458-6000



cap government

10/27/2016

City of Oakland Park

Previous Price Schedule

Discipline	Hourly Rate	Hourly Rate for Services Provided before 7:30 am and after 5:30 pm	Hourly Rate for Services provided on Holidays and Weekends
Chief Building Official	\$75.00	\$112.50	\$112.50
Chief Building Code Inspector	\$65.00	\$97.50	\$97.50
Building Inspector	\$65.00	\$97.50	\$97.50
Building Plans Examiner	\$65.00	\$97.50	\$97.50
Electrical Inspector	\$65.00	\$97.50	\$97.50
Electrical Plans Examiner	\$65.00	\$97.50	\$97.50
Mechanical Inspector	\$65.00	\$97.50	\$97.50
Mechanical Plans Examiner	\$65.00	\$97.50	\$97.50
Plumbing Inspector	\$65.00	\$97.50	\$97.50
Plumbing Plans Examiner	\$65.00	\$97.50	\$97.50
Roofing Inspector	\$65.00	\$97.50	\$97.50
Structural Plans Examiner	\$65.00	\$97.50	\$97.50
Zoning Plans Reviewer and Inspector (Optional)	\$65.00	\$97.50	\$97.50
Permit Clerk (Optional)	\$35.00	\$52.50	\$52.50

New Price Schedule - Effective 10/1/16

Discipline	Hourly Rate	Hourly Rate for Services Provided before 7:30 am and after 5:30 pm	Hourly Rate for Services provided on Holidays and Weekends
Chief Building Official	\$76.20	\$114.30	\$114.30
Chief Building Code Inspector	\$66.04	\$99.06	\$99.06
Building Inspector	\$66.04	\$99.06	\$99.06
Building Plans Examiner	\$66.04	\$99.06	\$99.06
Electrical Inspector	\$66.04	\$99.06	\$99.06
Electrical Plans Examiner	\$66.04	\$99.06	\$99.06
Mechanical Inspector	\$66.04	\$99.06	\$99.06
Mechanical Plans Examiner	\$66.04	\$99.06	\$99.06
Plumbing Inspector	\$66.04	\$99.06	\$99.06
Plumbing Plans Examiner	\$66.04	\$99.06	\$99.06
Roofing Inspector	\$66.04	\$99.06	\$99.06
Structural Plans Examiner	\$66.04	\$99.06	\$99.06
Zoning Plans Reviewer and Inspector (Optional)	\$66.04	\$99.06	\$99.06
Permit Clerk (Optional)	\$35.56	\$53.34	\$53.34



CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT for Building Inspection and Plan Review Services

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

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

ARTICLE I

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

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

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

ARTICLE II

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

ARTICLE III

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

R.2015-109

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

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

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

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

ARTICLE VII
Public Records

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

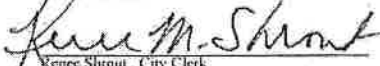
1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

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

AGREEMENT:

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

ATTEST:


Renee Shroul, City Clerk

(SEAL)


David Hebert, City Manager


WITNESS (as to CONTRACTOR)


WITNESS (as to CONTRACTOR)


CONTRACTOR: Carlos A. Penin, PE

ADDRESS:

C.A.P. Government, Inc.

343 Almeria Avenue

Coral Gables, FL 33134

PHONE: 305.448.1711