

FIRST RENEWAL OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND C.A.P. GOVERNMENT, INC., A FLORIDA CORPORATION FOR SUPPLEMENTAL BUILDING DIVISION SERVICES

This is First Renewal of an Agreement (the “Renewal”), which Agreement dated May 22, 2020 (the “Agreement”) exists between the City of Dania Beach, Florida, a Florida municipal corporation (the “City”) and C.A.P. Government, Inc., a Florida corporation (the “Contractor”) with an address of 100 Southeast 12th Street, Fort Lauderdale, Florida 33316, for providing Supplemental Building Division services.

A copy of the Agreement is attached as Exhibit “A”, which is made a part of and incorporated into this First Renewal by this reference. The City and Contractor wish to renew the Agreement for one (1) two (2) year period as allowed for in Exhibit “A”. This Renewal is retroactive to May 22, 2023 up to and including May 21, 2025.

In consideration of the mutual covenants, terms and conditions contained in the Agreement and in this Renewal of it, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. That this Renewal is retroactive to May 22, 2023, immediately upon its execution by both parties.
2. That the Agreement is renewed and it shall remain in effect up to and including May 21, 2025.
3. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on

_____, July 31, _____, 2023.

CITY:

ATTEST:

Elora Riera

Digitally signed by Elora Riera
Date: 2023.07.31 16:49:17 -04'00'



ELORA RIERA, MMC
CITY CLERK

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

Archibald J. Ryan IV

Digitally signed by Archibald J. Ryan IV
Date: 2023.07.31 16:49:57 -04'00'

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

Eve A. Boutsis

Digitally signed by Eve A. Boutsis
Date: 2023.07.31 08:34:28 -04'00'

EVE A. BOUTSIS
CITY ATTORNEY

Candido Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
Date: 2023.07.31 16:41:32 -04'00'

CANDIDO SOSA-CRUZ, ICMA-CM
ACTING CITY MANAGER

CONTRACTOR:
C.A.P. Government, Inc. a Florida Corporation

ATTEST:

Carlos A. del Pino
Signature
Carlos A. del Pino
PRINT Name

Carlos A. Penin
Signature
Carlos A. Penin
PRINT Name
President
TITLE

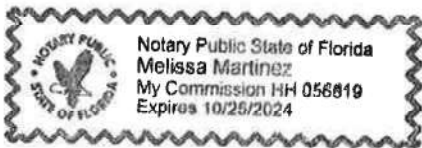
STATE OF FLORIDA)

COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of physical presence or by online notarization, on July 25, 2023, by Carlos A. Penin, as President of C.A.P. Government Inc., a Florida corporation, on behalf of the corporation. He she is personally known to me or has produced _____ as identification.

Melissa Martinez
Notary Public, State of Florida
Melissa Martinez
Print Name

My Commission Expires: 10/25/2024



PROFESSIONAL SUPPLEMENTAL BUILDING DIVISION SERVICES
SERVICE AGREEMENT

THIS IS A PROFESSIONAL BUILDING DIVISION SUPPLEMENTAL SERVICES AGREEMENT (the "Agreement"), made and effective on May 22, 2020, between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and C.A.P. Government, Inc., a Florida corporation ("CAP") with a mailing address of 100 Southeast 12th Street, Fort Lauderdale, Florida 33316.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

The City engages CAP to act for it in accordance with this Agreement, and CAP accepts such engagement and agrees to provide the services set forth in it. All bid documents and CAP's response to them are incorporated into this Agreement by this reference; provided, however, if there is a conflict between them and any provisions of this Agreement, then this Agreement shall control.

1.0 REQUIREMENTS

CAP will provide supplemental Building Division services as indicated below:

1.1 CAP will ensure the availability of qualified and experienced personnel to provide plan review, inspection, and administrative services and such personnel will provide prompt, courteous, efficient and effective services to all clients and citizens.

1.2 CAP will provide stability and continuity of personnel and services in the City Building Division.

1.3 CAP will ensure the availability of extra personnel if and when required, in the case of emergencies and other related assignments.

1.4 To assure the City that services will be rendered CAP agrees that its responsibilities to its employees are to:

- (a) employ and pay sufficient staff in order to provide the services to the reasonable satisfaction of the City.
- (b) ensure that all persons employed by CAP in connection with the provisions of the services shall be efficient, free from the influence of alcohol or drugs, honest and shall be qualified to provide the services, including, but not limited to possessing the ability to administer first aid, including CPR.
- (c) ensure that CAP's employees undergo such training as may be necessary to enable them to carry out their respective duties in accordance

with this Agreement and to provide pleasant, courteous and conscientious service to the residents, contractors and developers of the City.

(d) provide adequate supervision and coordination of CAP's employees and ensure that the employees shall abide by the rules, regulations and guidelines set from time to time by the City. CAP will replace, re-assign or shall cease to assign to City any person if reasonable objection is taken by City to any such person's employment.

(e) ensure that CAP's employees while on duty are dressed in proper uniform and carry identification badges. The uniforms shall be supplied by CAP. A badge shall be worn at all times and identify each employee by his or her first name.

(f) ensure that no duties, obligations or services are delegated or subcontracted without the advance written approval of the City.

1.5 CAP will establish a drug-free workplace by requiring drug screenings of all new employees and allow for random drug testing to the extent permitted by law. Drug testing will be at the expense of CAP and shall be administered in accordance with applicable Florida statutes and related laws.

1.6 During the term of this Agreement, CAP shall be an independent contractor and not the agent or employee of the City. In such capacity, CAP will bear exclusive responsibility for the payment of the remuneration and any insurance contributions with respect to CAP's employees. The parties are not partners or joint venturers, nor is CAP or any of CAP's employees authorized to act as the agent of the City. The individuals assigned to work by the City will be employees of CAP and shall be subject to the written acceptance of their assignment to the City.

2.0 SCOPE OF SERVICES

2.1 Services include but are not limited to: plans examination, inspections and administrative duties related to the implementation and enforcement of the Florida Building Code, City Codes and other applicable Broward County, State of Florida and federal regulations.

2.2 Other related services may involve engineering, floodplain management, zoning and landscape professional services as required by the City. Personnel for these services shall be certified by applicable professions and agencies.

2.3 Administrative personnel shall be experienced in building code and community development responsibilities.

2.4 Electronic Plan Review (EPR) services are to be provided with applicable software. The EPR software integrated with Bluebeam software is preferred.

2.5 Other related assignments and services may be performed as directed by the City; e.g., post disaster services, staffing for and emergency operations center (EOC), support of cases brought, to the Broward County Unsafe Structure Board, Building Official services, City building assessments, governmental coordination, and act as the City Americans with Disabilities Act (ADA) coordinator.

3.0 FEES

3.1 The fees to be paid are set forth in Exhibit "A", a copy of which is attached to and incorporated into this Agreement by this reference.

3.2 The City will pay CAP's invoices within thirty (30) days of receipt, in accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the "Local Government Prompt Payment Act." CAP may suspend all services pursuant to this Agreement if the City's unpaid balance exceeds sixty (60) days. Such suspension or reinstatement of services will not terminate the Agreement.

4.0 SPECIAL PROVISION

4.1 Due to the COVID-19 pandemic, CAP has agreed to provide the City the rates shown in the Agreement dated September 13, 2017, which Agreement was amended on July 15, 2019, extending the term of the Agreement through June 16, 2020.

4.2 The rates are shown in Exhibit "B", which is made a part of and is incorporated into this Agreement by this reference. These rates will expire on June 16, 2021 and at that time, the rate schedule shown in Exhibit "A" will take effect for the remainder of the term of this Agreement.

4.2 These rates are only afforded to the City of Dania Beach and are not available to any entities that wish to piggyback off this Agreement in the future.

4.4 The services provided by the individual classifications shown in Exhibit "A" but not included in Exhibit "B" will be available to be utilized by the City and will be invoiced by CAP at the current rate reflected in Exhibit "A".

5.0 INSURANCE

5.1 CAP shall procure and maintain for the duration of and in full compliance with this Agreement, and any and all amendments or extensions of it, insurance against claims for loss of life, injuries to persons and damage to property (including loss of use resulting therefrom) which may arise from its performance under this Agreement in connection with the delivery and supply of the tools, equipment and materials identified in the Agreement, and in its performance of each and all of its duties relating directly or indirectly to its services to be performed, with the City named as an "additional" insured, including the City's agents, representatives, officers, officials, employees and volunteers.

5.2 CAP shall not commence Work under this Agreement until CAP has obtained all insurance required, and such Coverages have been approved by the Risk Manager of the City. CAP shall not allow any Subcontractor to commence Work on any subcontract until the Subcontractor, as provided in this Agreement and all Coverages required of any Subcontractor have been approved in advance in writing by the City. In addition, CAP shall be responsible for any policy deductibles and self-insured retentions.

5.3 CAP shall file Certificates of Insurance with the City, reflecting evidence of all Coverages. All certificates of insurance must clearly identify the Contract to which they pertain, including a brief description of the subject matter of the Contract. They shall be filed with the City's Risk Manager within fourteen (14) days of the execution of this Agreement by both parties. The certificates of insurance shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days' prior written notice has been given to the City. Policies for Coverage shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide.

5.4 All coverages shall be in force until all Work required to be performed under the terms of this Agreement is satisfactorily completed. In the event insurance certificates provided to City indicate that any insurance shall terminate and lapse during the period of this Agreement and any and all amendments or extensions of it, then in that event, CAP shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like Coverages for the remaining term of the Agreement and any and all extension of it, are in effect. **CAP AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE TO WORK PURSUANT TO THIS AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT; WORK DELAY IS SUBJECT TO PROVISIONS IN THIS AGREEMENT.**

6.0 INSURANCE REQUIREMENTS

6.1 The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. CAP shall be held responsible for any modifications, deviations, or omissions in the insurance requirements and shall be responsible for any deductible amounts.

6.2 **COMMERCIAL GENERAL LIABILITY INSURANCE** is to be provided, to include bodily injury, broad form property damage, products and completed operations, blanket contractual liability, independent contractors, personal injury, fire, legal liability coverage and incidental medical malpractice coverage with limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate for death, bodily injury, personal injury and property damage.

SPECIAL PROVISIONS AS TO COMMERCIAL GENERAL LIABILITY INSURANCE: (to be confirmed on or attached to the Official Certificate of Insurance)

- Annual Aggregate shall apply “Per Job”;
- “The City of Dania Beach, Florida” is added as Additional “Named” Insured;
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor’s insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;
- 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

6.3 Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

6.4 WORKERS’ COMPENSATION INSURANCE shall be maintained by CAP and any Subcontractors during the term of this Agreement, including any and all amendments of it, and it is to apply to all “statutory employees” of CAP (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of CAP, its employees, and Subcontractors.

6.5 In the case any work is sublet as otherwise addressed in this Agreement or applicable Bid Documents, CAP shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by CAP, by furnishing statutory limits Part A of no less than and One Hundred Thousand Dollars (\$100,000.00) per occurrence, and Five Hundred Thousand Dollars (\$500,000.00) per aggregate for disease; and One Hundred Thousand Dollars (\$100,000.00) limit for disease of an individual employee.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS’ COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

**SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance).**

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then CAP has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

6.6 Deductibles and Self-Insured Retentions; Deductibles and Self-Insured Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the City. City reserves the right to disapprove any or all of them but shall not unreasonably do so.

6.7 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Hundred Thousand Dollars (\$100,000.00) per occurrence, and no less than Two Hundred Thousand Dollars (\$200,000.00) annual aggregate, to include coverage for owned, hired, and non-owned vehicles.

**SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)**

- "The City of Dania Beach, Florida" is added as an "Additional Named Insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then CAP has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

6.8 If CAP hires a Subcontractor for any portion of any Work, then such Subcontractor shall provide Commercial General Liability insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00).

6.9 All insurance policies shall contain the following provisions:

- (a) There are not to be any special limitations on the protection being provided to the City, its officials, officers, employees or volunteers.
- (b) CAP's Insurance is Primary: CAP's insurance coverages shall be primary insurance with respect to the City's, its officials', employees', and volunteers' insurances.
- (c) Coverage Guaranteed: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- (d) Occurrence Basis: CAP's insurances shall be on an occurrence basis as opposed to a claims-made basis.
- (e) Separation of Insured: The definition of insured shall read as follows:
"The insurance afforded applies separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the company's liability. The company, in this context, is CAP's insurance company." If no such definition of the insured is quoted in the insurance, CAP must provide "Cross

Liability Clause” or “Severability of Interests Clause” endorsements for all liability insurances.

(f) Florida State Licensed: All insurance policies and bonds required of CAP shall be written by Companies authorized and licensed to do insurance business in the state of Florida and must be executed by agents licensed as agents by the state of Florida.

6.10 Verification of Coverage:

(a) Certificates and Endorsements Provided: CAP shall furnish the City with Certificates of Insurance with original endorsements affecting coverage. **The certificates and endorsements must be received and approved by City in writing before any services can commence.**

(b) Authorized Signatures: The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

(c) Coverage Continuation: Insurance coverage required by this Agreement shall be in force throughout the term of the Agreement. Should CAP fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the Agreement, the City shall have the right to consider the Agreement breached which breach shall justify City’s termination of it. If coverage on the Certificates of Insurance is shown to expire prior to the end of the Agreement, CAP shall furnish Certificates of Insurance evidencing renewal of such coverage to the City.

7.0 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

7.1 CAP shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of CAP, anyone directly or indirectly employed by it, or anyone for whose acts any of them may be liable in the performance of the Work;
- (b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by CAP in the performance of the Work;
- (c) liens, claims, actions made by CAP or other party performing the Work; and

(d) claims of whatever nature related to collection practices or any actions of a contradictory nature pursuant to this Agreement or in an attempt to collect monies due or claimed to be due to the City.

7.2 CAP agrees to indemnify and hold harmless the City and its respective officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of CAP and persons employed or utilized by CAP in the performance of the Services.

8.0 TERM OF AGREEMENT

8.1 This Agreement shall remain in effect for three (3) years; provided that the services rendered by CAP during the Agreement period are determined by the City to be satisfactory and funding is available. Notwithstanding the preceding paragraph, CAP recognizes that funds for payment for the services rendered must be appropriated through annual purchase orders, if approved in advance by the City Commission. If such funds are not approved and appropriated, the Agreement is void.

8.2 The City has a right to exercise a renewal option of one (1) additional two (2) year term, and CAP agrees to honor the current hourly rates specified in this Agreement for such term.

9.0 TERMINATION BY CAP

9.1 CAP may terminate the Agreement if the Work is stopped for a period of thirty (30) days through no act or fault of CAP, Subcontractor, Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work under the Agreement with CAP, for any of the following reasons:

- a. issuance of an order of a court or other public authority having jurisdiction, or
- b. an act of government, such as a declaration of national emergency, making material unavailable or services unable to be rendered.

9.2 If one of the above reasons exists, CAP may, upon five (5) additional days' written notice to the City, terminate the Agreement and recover from the City payment for Work performed.

10.0 TERMINATION BY THE CITY FOR CAUSE

10.1 The City may terminate the Agreement if CAP:

- a. persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of the Agreement;

- b. fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including the City;
- c. commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the City, including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;
- d. fails to obtain or maintain all insurance Coverage required in this Agreement; or
- e. otherwise is guilty of substantial breach of a provision of the Agreement.

10.2 When the City terminates the Agreement, CAP shall not be entitled to receive any further payment until the Work is completed and approved by City

10.3 All damages, costs and charges incurred by the City, shall be deducted from any monies due or which may become due to CAP. In case the damages and expenses so incurred by the City shall exceed the unpaid balance, then CAP shall be liable and shall pay to the City the amount of such excess.

10.4 If, after Notice of Termination or Suspension of CAP's right to proceed, it is determined for any reason that CAP was not in default, the rights and obligations of the City and CAP shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.

11. TERMINATION BY THE CITY FOR CONVENIENCE

The Agreement may be terminated for convenience by City upon fifteen (15) days' advance written notice to CAP and CAP's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, CAP shall be paid for all acceptable Work performed prior to termination and shall not be entitled to any other costs, fees or payments.

12.0 DISPUTES, VENUE, WAIVER OF JURY TRIAL; ATTORNEY FEES.

12.1 Venue; Fees. All claims, counterclaims, disputes and other matters in question between the City and CAP arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction. For any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County,

Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, each party shall bear its own attorney fees and costs.

12.2 Operations during Dispute. In the event that a dispute, if any, arises between the City and CAP relating to this Agreement, or its performance or compensation, the Consultant agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City.

12.3 Legal Representation. It is acknowledged and agreed that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement.

13.0 ASSIGNS; SUBCONTRACTS

CAP shall not delegate, assign, sublet, subcontract or transfer any duties or obligations arising under this Agreement, without the prior written approval of the City.

14.0 NOTICES

Any notice required or permitted to be given by a party to this Agreement shall be mailed or delivered to the other party at the addresses specified below:

To CITY: City of Dania Beach, Florida
Ana M. Garcia, ICMA-CM, City Manager
100 West Dania Beach Blvd.
Dania Beach, FL 33004

With a copy to: City of Dania Beach, Florida
Attn: Thomas J. Ansbro, City Attorney
100 West Dania Beach Blvd.
Dania Beach, FL 33004

To CAP: C.A.P. Government, Inc.
Carlos A. Penin, President
100 Southeast 12th Street
Fort Lauderdale, Florida 33316

15.0 GENERAL PROVISIONS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

15.1 This document constitutes the sole and only Agreement of the parties and correctly sets forth the rights, duties, and obligations of each to the other. Any prior agreement, promise, negotiation or representation not expressly set forth in this Agreement is of no force and effect. Each party agrees to perform any further acts and to execute and deliver any further documents, which may be reasonably necessary to carry out the provisions of this Agreement.

15.2 Each person signing the Agreement represents and warrants that he or she is duly authorized and has the legal capacity and authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and performance of such party's obligations have been duly authorized and are binding on such party and enforceable in accordance with its terms.

15.3 All rights granted to either of the parties shall be cumulative, and no exercise or failure to exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of such right or any other right granted by this Agreement or otherwise available as part of it.

15.4 The failure by either party to enforce, at any time or for any period, any one or more of the terms or conditions of this Agreement, shall not be a waiver of them or of the right of a party at any time subsequently to enforce all terms and conditions of this Agreement.

15.5 Each of the parties shall pay its own costs and expenses incurred by it in connection with any aspects of preparation of this Agreement.

15.6 All portions of the solicitation materials which are not in conflict with the provisions of this Agreement are made a part of and are incorporated into this Agreement by this reference.

16.0 PUBLIC RECORDS LAW

16.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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 Agreement, and following completion of the Agreement until the records are transferred to the City.

16.2 Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

16.4 Upon completion of the Work of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by City shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.5 Any compensation due to Contractor shall be withheld until all records are received as provided in this Article.

16.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	THOMAS SCHNEIDER, CMC CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3623
Email:	<u>tschneider@daniabeachfl.gov</u>

IN WITNESS OF THE FOREGOING, the parties executed this Agreement effective on the date first above written.

ATTEST:

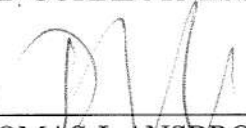

THOMAS SCHNEIDER, CMC
CITY CLERK



CITY:
CITY OF DANIA BEACH,
a Florida Municipal Corporation


LORI LEWELLEN
MAYOR

APPROVED FOR FORM
AND CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY


ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

[Signature]
Signature

JOSE E. MIRANDA
PRINT Name

[Signature]
Signature

JANET BORGES
PRINT Name

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

[Signature]
Signature

Carlos A. Penin, PE
PRINT Name

President
Title

STATE OF FLORIDA)

COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of physical presence or by online notarization, on April, 28th, 2020, by Carlos A. Penin, as President of C.A.P. Government Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.



[Signature]
Notary Public, State of Florida

Monica De Castro
Print Name

My Commission Expires: 07/25/2022

EXHIBIT "A"

<u>DISCIPLINE</u>	<u>HOURLY RATES</u>	<u>OT HOURLY RATES</u>
<u>INSPECTOR</u>		
Structural	\$81.75	\$106.00
Mechanical	\$81.75	\$106.00
Electrical	\$81.75	\$106.00
Plumbing	\$81.75	\$106.00
<u>PLAN REVIEWERS</u>		
Structural	\$92.65	\$120.50
Mechanical	\$92.65	\$120.50
Electrical	\$92.65	\$120.50
Plumbing	\$92.65	\$120.50
<u>CHIEFS</u>		
Structural	\$93.50	\$121.50
Mechanical	\$93.50	\$121.50
Electrical	\$93.50	\$121.50
Plumbing	\$93.50	\$121.50
<u>BUILDING OFFICIAL</u>		
Building Official	\$109.00	\$125.00
<u>OTHER RELATED SERVICES</u>		
Flood Plain Mgmt.	\$92.65	\$120.50
Engineering	\$95.65	\$124.50
Landscape	\$81.75	\$106.00
Zoning	\$81.75	\$106.00
Administrative	\$45.00	\$50.00
Project Manager	\$140.00	\$188.50
Project Engineer	\$125.00	\$162.50
Project Architect	\$125.00	\$162.50
Electronic Plan		
Review*	\$105.00	\$136.50
IT Services	\$105.00	\$136.50
Code Compliance	\$75.00	\$97.50

*Electronic Plan Review includes CAP providing the hardware and software to perform Electronic plans review and mobile inspection services using the CAP portal.

EXHIBIT "B"

**RATE SCHEDULE EFFECTIVE
JUNE 17, 2020 THROUGH JUNE 16, 2021**

Plan Reviewer & Inspectors:

Electrical	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour
Mechanical	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour
Plumbing	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour
Engineering	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour
Landscaping	Regular Hourly Rate \$ 75.00 per hour Overtime Hourly Rate \$97.50 per hour
Flood Plain	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour

Chiefs:

Structural	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour
Mechanical	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour
Electrical	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour
Plumbing	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour
Flood Plain	Regular Hourly Rate \$ 85.00 per hour Overtime Hourly Rate \$110.50 per hour

Building Officials:

Asst. Building Official	Regular Hourly Rate \$ 100.00 per hour Overtime Hourly Rate \$130.00 per hour
Building Official	Regular Hourly Rate \$ 100.00 per hour Overtime Hourly Rate \$130.00 per hour



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2019

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 Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No. Ext): 1-877-945-7378		FAX (A/C, No.): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com		
INSURED C.A.P. Government, Inc. 343 Almeria Avenue Coral Gables, FL 33134	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Charter Oak Fire Insurance Company		25615
	INSURER B: Travelers Property Casualty Company of Ame		25674
	INSURER C: Endurance American Specialty Insurance Com		41718
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: W12504818

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	Y	Y	P-660-9N893480-COF-19	09/05/2019	09/05/2020	EACH OCCURRENCE \$ 1,000,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000		
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000		
	OTHER:						GENERAL AGGREGATE \$ 2,000,000		
							PRODUCTS - COMP/OP AGG \$ 2,000,000		
							\$		
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	P-810-9N903103-TIL-19	09/05/2019	09/05/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000		
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$		
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$		
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$		
							\$		
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP-9N909144-19-43	09/05/2019	09/05/2020	EACH OCCURRENCE \$ 5,000,000		
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000		
	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE						\$		
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Y	UB-9N895080-19-43-G	09/05/2019	09/05/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							No	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
									E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions			DPL 10005502005	09/05/2019	09/05/2020	Design Prof Liability \$2,000,000		
	Claims Made						Network Security/Priv \$1,000,000		
	Retro Date: 09/06/1996						Retention \$75,000		

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

RE: Name of Contract: City of Dania Beach-Request for Proposals for Building Department Services-RFP No. 19-010
City of Dania Beach, as Contractor, is an Additional Insured as respects General Liability and Auto Liability when required by written contract subject to the terms, conditions and exclusions of the policy. General Liability is primary and non-contributory when required by written contract subject to the terms, conditions and exclusions of the policy. Waiver of Subrogation as respects General Liability, Auto Liability and Worker's Compensation in favor of Additional Insured when required by written contract, as permitted by law.

CERTIFICATE HOLDER

CANCELLATION

City of Dania Beach 100 W. Dania Beach Blvd. Dania Beach, FL 33004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/28/2023

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 Aon Risk Services Northeast, Inc. Aon Risk Services Northeast, Inc. NY NY Office One Liberty Plaza 165 Broadway, Suite 3201	CONTACT NAME: PHONE (A/C. No. Ext): 866-283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED C.A.P. Government, Inc. 343 Almeria Avenue Coral Gables FL 33134 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Allianz Global Risks US Insurance Co.		35300
	INSURER B: Hartford Fire Insurance Co.		19682
	INSURER C: Trumbull Insurance Company		27120
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570100978347 **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. Limits shown are as requested

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"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			USL00159323	01/01/2023	01/01/2024	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							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 <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			10 AB S41202 AOS	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			USL00163323	01/01/2023	01/01/2024	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	10WNS41200 See State Policy Addendum	01/01/2023	01/01/2024	<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
A	Architects & Engineers Professional			USF00248023 Claims Made SIR applies per policy terms & conditions	01/01/2023	01/01/2024	Each Claim Aggrgate	\$2,000,000 \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability policies. RE: Name of Contract: City of Dania Beach Request for Proposals for Building Department Services-RFP No. 19-010. City of Dania Beach, as Contractor is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER City of Dania Beach 100 W. Dania Beach Blvd. Dania Beach FL 33004 USA	CANCELLATION 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

Holder Identifier : 570100978347 Certificate No : 570100978347

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED C.A.P. Government, Inc.	
POLICY NUMBER See Certificate Number: 570100978347			
CARRIER See Certificate Number: 570100978347	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employers Liability

10WNS41200 01/01/23-01/01/24 Trumbull Insurance AR,DC,IN,LA,NE,RI,UT
 10WNS41200 01/01/23-01/01/24 Twin City Fire Insurance Company FL,ND,OH,WA,WY
 10WNS41200 01/01/23-01/01/24 Hartford Insurance Company of the Midwest AK,ID
 10WNS41200 01/01/23-01/01/24 Hartford Casualty Insurance Company MO,WV
 10WNS41200 01/01/23-01/01/24 Nutmeg Insurance Company CT,IL
 10WNS41200 01/01/23-01/01/24 Hartford Fire Insurance Company NH,OR,PA
 10WNS41200 01/01/23-01/01/24 Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT
 10WNS41200 01/01/23-01/01/24 Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC
 10WNS41200 01/01/23-01/01/24 Hartford Insurance Company of Illinois TX
 10WNS41200 01/01/23-01/01/24 Hartford Insurance Company of the Southeast KS,MD
 10WNS41200 01/01/23-01/01/24 Hartford Underwriters Insurance Company AZ,HI, NC,NJ,SD,VA
 10WNS41200 01/01/23-01/01/24 Sentinel Insurance Company, Limited IA,NM,NV,OK
 10WBR41201 01/01/23-01/01/24 Twin City Fire Insurance Company WI
 10WBR41201 01/01/23-01/01/24 Hartford Underwriters Insurance Company MA
 10WBR41201 01/01/23-01/01/24 Hartford Fire Insurance Company PR