

RESOLUTION 21-174

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA, APPROVING AN AGREEMENT WITH C.A.P.
GOVERNMENT, INC. FOR PLANS REVIEW AND
INSPECTION SERVICES.**

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and C.A. P. Government, Inc., relating to the performance of residential and commercial plan review and building inspection services, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 10th day of June, 2021.

CITY OF PANAMA CITY BEACH

By 
MARK SHELDON, MAYOR

ATTEST:


LYNNE FASONE, CITY CLERK

AGREEMENT

SERVICE AGREEMENT BETWEEN

THIS AGREEMENT IS BETWEEN THE CITY OF PANAMA CITY BEACH AND C.A.P GOVERNMENT, LLC FOR RESIDENTIAL/COMMERCIAL PLAN REVIEW AND INSPECTION SERVICES

THIS AGREEMENT is entered into by and between the CITY OF PANAMA CITY BEACH ("the City"), whose address is 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, and C.A.P. Government, LLC ("Contractor"), whose address is 343 Almeria Ave. Coral Gables, FL 33134. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, the covenants and conditions of this Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, Contractor agrees to furnish and deliver all materials and perform all services and labor required for ("the Work"). In accordance with PCB21-13 ITB RESIDENTIAL/COMMERCIAL PLAN REVIEW AND BUILDING INSPECTION SERVICES, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids; (2) Instructions to Bidders; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; and (5) this Agreement, including the Scope of Work, Specifications, General Conditions and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the terms of this Agreement shall prevail unless the referenced attachment is a requirement pursuant to grant funding. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 - 4). The parties hereby agree to the following terms and conditions.

1. TERM OF AGREEMENT

- (a) The term of this Agreement shall run from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive termination or expiration of this Agreement.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.

PCB21-13-ITB Residential/Commercial Plan Review and Building Inspection Services to this Agreement has dated and executed the same.

- (c) **Completion Date.** The Completion Date of this Agreement is September 30, 2021, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.
- (d) This Agreement may be renewed by mutual and written consent of each party for no more than a total of two (2) consecutive years.

2. COMMENCEMENT OF WORK

- (a) Contractor shall commence the Work within ten (10) days of issuance of a Notice of Award by the City.

This date shall be known as the "Commencement Date." Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Scope of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.

3. DELIVERABLES

- (a) The Work is specified in the Scope of Work. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The City's Building Official shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Scope of Work and/or Specifications, upon written request, Contractor shall submit written progress reports to the City's Building Official at the frequency requested in the form approved by the Building Official at no additional cost to the City. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

4. OWNERSHIP OF DELIVERABLES

All deliverables, including Work not accepted by the City, are City property when Contractor has received compensation therefor, in whole or in part. Any City source documents or other City or non-City documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are City property and shall be safeguarded and provided to the City upon request. City plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the City upon request. This obligation shall survive termination or expiration of this Agreement.

5. PAYMENT OF INVOICES

For satisfactory performance of the Work, the City agrees to pay Contractor Compensation on an hourly basis. The compensation for each invoice shall be billed in accordance with the serviced hourly rate and minimum hourly term set forth in the bid documents. Contractor shall submit monthly itemized invoices by one of the following two methods: by mail to the City of Panama City Beach City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, or (2) by e-mail Courtney.Weed@pcbfl.gov. Each invoice shall be submitted in sufficient detail for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.

6. CONTRACT PAYMENT AND COMPLIANCE WITH THE LOCAL GOVERNMENT PROMPT PAYMENT ACT FOR NON-CONSTRUCTION SERVICES.

All invoices shall include the following information:

1. Contractor's name and address (include remit address, if necessary);
2. Contractor's invoice number and date of invoice
3. City Building Official or Work Order Manager, if applicable;
4. Supporting documentation for the hours charged (as per the cost schedule and other requirements of the Specification and Conditions; for work-orders;
5. Payments shall be made within twenty (20) business days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
6. The City will comply with the provisions of the Florida Local Government Prompt Payment Act.

7. INDEMNIFICATION Contractor shall indemnify and hold harmless, release, and forever discharge the City, its public officers, employees, agents,

PCB21-13-ITB Residential/Commercial Plan Review and Building Inspection Services representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its employees or sub-contractors, in the performance of the Work and resulting from damages to property, personal injury, or loss of life.

- 8. INSURANCE AND PERMITS** Contractor shall acquire and maintain, at its own expense, all permits, and licenses required by law and shall maintain the same in full force and effect. Contractor is responsible for conformance with all State and Federal regulations and requirements. Contractor shall provide all insurance required in the terms and conditions. Contractor shall not commence Work until it has provided Certificates of Insurance to the City. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the City to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and City insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.
- 9. FUNDING CONTINGENCY** This Agreement is at all times contingent upon funding availability. Agreements are subject to annual appropriation of funds in the sole discretion and judgment of the City's Council. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Contractor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
- 10. PROJECT MANAGEMENT AND PERSONNEL** The Building Official listed below shall be responsible for overall coordination and management of the Work.
- 11. NOTICES** All notices shall be in writing to the Building Official at the addresses, 116 S Arnold Road, Panama City Beach, FL 32413 and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

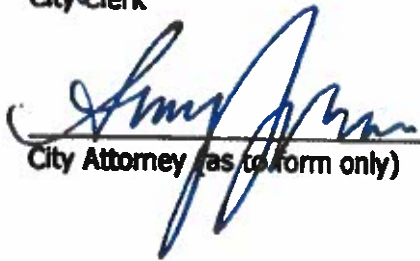
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

PCB21-13-ITB Residential/Commercial Plan Review and Building Inspection Services

(SEAL)

ATTEST:


City Clerk


City Attorney (as to form only)

ATTEST:



NAME Jose Miranda
(Please Type)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA BY:



NAME: Drew Whitman
(Please type)

TITLE: City Manager

CONTRACTOR:

BY: 
C.A.P. Government, Inc.

NAME:
Carlos A. Penin, PE, President
(Please Type)

ADDRESS: 343 Almeria Avenue

Coral Gables, FL 33134