RESOLUTION NO. 2018-17

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CALVIN, GIORDANO & ASSOCIATES, INC. AND THE VILLAGE OF BISCAYNE PARK FOR THE PROVISION OF BUILDING PLAN REVIEW AND INSPECTION SERVICES, AND/OR MUNICIPAL PLANNING SERVICES; AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village solicited proposals from interested firms and individuals to provide building plan review and inspection services, and/or municipal planning services (the "Services"); and,

WHEREAS, Calvin, Giordano & Associates, Inc., a private firm that provides building plan review and inspection services and municipal planning services to many municipalities in Florida, submitted the most responsible and responsive proposal for the Services; and,

WHEREAS, the Village Commission of the Village of Biscayne Park finds it to be in the best interests of the residents of the Village to enter into a Professional Services Agreement with Calvin Giordano & Associates for the provision of the Services on an as needed basis (the "Agreement"); and,

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Village Commission of the Village of Biscayne Park hereby approves the Agreement between the Village and Calvin Giordano & Associates for the provision of the Services, a copy of which is attached as Exhibit "1," together with such non-material changes as may be acceptable to the Village Manager and approved as to form by the Village Attorney. The Village Manager is authorized to execute the Agreement and expend budgeted funds on behalf of the Village.

Section 3. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 7th day of August 2018.

The foregoing resolution upon being put to a vote, the vote was as follows:

Mayor Truppman: YES
Vice Mayor Tudor: YES
Commissioner Bilt: YES
Commissioner Johnson-Sardella: YES
Commissioner Ross: YES

Tracy Truppman, Mayor

Roseann Prado, Village Clerk

Approved as to form:

John R. Herin, Jr., Village Attorney

AGREEMENT

BUILDING PLAN REVIEW AND INSPECTION SERVICES

AND/OR

MUNICIPAL PLANNING DEPARTMENT SERVICES

THIS IS AN AGREEMENT, dated the 7th day of August, 2018, between:
VILLAGE OF BISCAYNE PARK, a Florida municipal corporation, hereinafter "VILLAGE,"
and
CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation, hereinafter "CONTRACTOR."

WITNESSETH:

WHEREAS, Request for Proposals, Project No. RFP No. 2018-01, "Building Plan Review and Inspection Services and Municipal Planning Department Services 2018" was advertised on February 9, 2018, and advised that sealed proposals would be received at the Village Clerk's Office until March 2, 2018, at 2:00 p.m.; and,

WHEREAS, the sealed proposals that were received were opened and read aloud in Village Hall at 640 NE 114th Street, Biscayne Park, Florida; and,

WHEREAS, CONTRACTOR has been determined to be a responsible and responsive Proposer for the Project; and,

WHEREAS, the VILLAGE Commission deems it to be in the best interest of the residents and citizens to accept the proposal from CONTRACTOR for "Building Plan Review and Inspection Services and/or Municipal Planning Department Services"; and,

WHEREAS, VILLAGE has determined that entering into this Agreement with CONTRACTOR for the work contemplated by this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the VILLAGE; and,

WHEREAS, VILLAGE and CONTRACTOR have determined that it is in the best interests of the parties hereto to enter into this Agreement for "Building Plan Review and Inspection Services and/or Municipal Planning Department Services" (hereafter referred to as the "Work"); and,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

1.0 PREAMBLE

CONTRACTOR submitted a proposal dated March 2, 2018, which is included and incorporated in this Agreement as Attachment 1, to provide Building Plan Review and Inspection Services and Municipal Planning Department Services. RFP 2018-01, Building Plan Review and Inspection Services and Municipal Planning Department Services, incorporated in its entirety in this Agreement as Attachment 2.

2.0 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the Work. CONTRACTOR represents to VILLAGE with full knowledge that VILLAGE is relying upon these representations when submitting a Proposal, that CONTRACTOR has the professional expertise, experience, and manpower to perform the Work requested. The CONTRACTOR will bear all costs associated with the Work. CONTRACTOR shall provide services to include:

2.1.1 Provide Building Official Services in accordance with Chapter 468.604, Florida Statutes

2.1.2 Review and process construction plans for issuance of building permits under the Florida Building Code, including applications for all required certificates, licenses, and registration.

2.1.3 Plan review and inspection services shall include, but not limited to, structural, electrical, plumbing, mechanical/HVAC and very infrequently landscaping.

2.1.4 Review plans for compliance with National, State, VILLAGE, and Building Code requirements.

2.1.5 Inspect permitted construction, within Village limits, for compliance with VILLAGE codes and permitted plans and specifications.

2.1.6 Each plan reviewer and inspector must work in the VILLAGE each day for the amount of hours needed to review plans and perform inspections, however unnecessary delays are not acceptable.

2.1.7 Maintain records of inspections and investigations. VILLAGE inspection forms must be used.

2.1.8 Review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with processing of building permits and elevation certificates.

2.1.9 Contact and meet with VILLAGE officials, contractors, architects, engineers, business owners, and residents about construction projects, code questions, and other concerns.

2.1.10 Provide services in regard to Unsafe Buildings and the Miami-Dade County Unsafe Structures Board.

2.1.11 Emergency response when requested by VILLAGE Officials during duty and after duty hours.

2.1.12 Zoning/Land use regulation and drafting amendments to land use law.

2.1.13 Comprehensive Planning

2.1.14 Community Planning

2.1.15 Permit Review

2.2 For Building Services CONTRACTOR shall assign a minimum of one plans reviewer/inspector for each discipline (i.e. structural, plumbing, electrical, and HVAC/mechanical) with all applicable certifications required pursuant to Florida Statutes and the Miami-Dade County Board of Rules and

Appeals. All personnel performing inspection services will have at least three (3) years' experience in their respective disciplines. All personnel performing services will be fluent in English.

2.3 For Building Services CONTRACTOR shall provide and maintain at its expense the vehicles necessary to perform the services. CONTRACTOR shall keep all vehicles clean and in good repair, free from leaking fluids, properly registered and insured, and bear the company name of each side of the vehicle.

2.4 While performing building services, all personnel shall wear a uniform shirt with the name or logo of the CONTRACTOR identified on the shirt.

2.5 All building services plan review and inspection personnel shall be equipped with cell phones. The cell phone numbers will be provided to the Building Department. The cell phone numbers of all planning services personnel will be provided to the Village Manager and Village Clerk.

2.6 The VILLAGE shall retain the right after consultation with the CONTRACTOR to request Building Plans Review and Inspection Services and Municipal Planning Department Services personnel changes if mutually agreed in order to better serve VILLAGE residents.

3.0 CONTRACTOR PERFORMANCE RESPONSIBILITIES

3.1 Plan reviews will be performed within a stated number of business days after receipt of plans in accordance with the following schedule:

3.1.1 Major Permits (Commercial and Residential): Ten (10) business days for additions, alterations, demolition, or new construction.

3.1.2 Permits (Commercial and Residential): Five (5) business days for other permits.

3.1.3 As part of Building Plans Review and Inspection Services the CONTRACTOR shall periodically have its personnel, independent of code enforcement, traverse the VILLAGE in order to determine whether any unpermitted development is taking place.

3.2 Municipal Planning Department Services will be performed on an as needed basis.

4.0 CONTRACT PERIOD

The initial term of this Agreement is effective on September 1, 2018 for one-year with four one-year renewal options upon agreement of VILLAGE and CONTRACTOR.

5.0 CONTRACT PRICE

5.1 Contract prices are identified in CONTRACTOR'S proposal included as Attachment 1 to this Agreement.

5.2 CONTRACTOR shall invoice VILLAGE monthly for services performed.

6.0 INDEMNIFICATION

6.1 The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the VILLAGE of Biscayne Park,

its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. Pursuant to Section 725.06, Florida Statutes, the indemnification required by this Section is limited to $1,000,000, which the parties agree bears a reasonable commercial relationship to the Agreement. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any CONTRACTOR, or any of the CONTRACTOR'S agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the VILLAGE may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the VILLAGE as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

6.2 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

7.0 INSURANCE

7.1 CONTRACTOR and all subcontractors shall have the proper insurance coverage and documents for this type of project, which will include:

7.1.1 Comprehensive General or Commercial Liability: CONTRACTOR shall provide Comprehensive General or Commercial Liability Insurance, including the Village of Biscayne Park, as an additional insured, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. CONTRACTOR shall provide Two Million Dollar ($2,000,000) annual aggregate Comprehensive General Liability coverage. VILLAGE shall be named as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

7.1.2 Worker's Compensation: CONTRACTOR shall comply with statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million Dollars ($1,000,000) limit, and One Hundred Thousand Dollars ($100,000) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. CONTRACTOR shall provide Worker's

Compensation and Employer's Liability Insurance for the benefit of CONTRACTOR'S work force in accordance with State Statutes.

7.1.3. Business Automobile Liability: CONTRACTOR shall provide Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. The VILLAGE shall be named as an additional insured in respect to this Agreement. Certificates evidencing the required limits will be provided to the VILLAGE annually on the anniversary date of the Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

7.2 Certificates of Insurance: Before commencing performance of the Agreement, the CONTRACTOR shall furnish the VILLAGE of Biscayne Park with a duplicate policy of Certificate of Insurance for the required insurance as specified above, which shall contain the following:

7.2.1 Name of insurance carrier(s)

7.2.2 Effective and expiration dates of policies

7.2.3 Thirty (30) days written notice by carrier of any cancellation or material change in a policy.

7.2.4 Duplicate Policy or Certificates of Insurance stating that the interests of the VILLAGE of Biscayne Park, Florida, is included as an additional named insured, and specifying the project/location.

7.3 Such insurance shall apply despite any insurance which the VILLAGE of Biscayne Park may carry in its own name.

8.0 WARRANTIES AND ATTORNEY'S FEES

CONTRACTOR warrants that its services are to be performed within the limits prescribed by the VILLAGE with the usual thoroughness and competence of industry standards for building plan review and inspection services. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and para legal fees at both the trial and appellate levels.

9.0 MISCELLANEOUS

9.1 Law Governing: This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

9.2 Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

9.3 Each party waives its rights to a trial by jury.

9.4 Severability: If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

9.5. This Agreement may not be assigned without the prior written approval of the VILLAGE.

9.6 Any use of subcontractors have prior approval from the VILLAGE.

10.0 PUBLIC RECORDS

If CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, as to CONTRACTOR's duty to provide public records relating to this Letter of Understanding, contact Village Clerk, Roseann Prado, 600 NE 114 Street, Biscayne Park, FL 33161, villageclerk@biscayneparkfl.gov, (305) 899-8000.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by the VILLAGE to perform the service.

(2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law or VILLAGE policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the VILLAGE.

(4) Upon completion of the contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE 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 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 VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

REQUEST FOR NONCOMPLIANCE

(a) A request to inspect or copy public records relating to a VILLAGE's contract for services must be made directly to the VILLAGE. If the VILLAGE does not possess the requested records, the VILLAGE shall immediately notify the CONTRACTOR of the request, and CONTRACTOR must provide the records to the VILLAGE or allow the records to be inspected or copied within a reasonable amount of time.

(b) If CONTRACTOR does not comply with the VILLAGE's request for records, the VILLAGE shall enforce the contract provisions in accordance with the contract.

(c) Should CONTRACTOR fail to provide the public records to the VILLAGE a reasonable time CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes..

CIVIL ACTION

(a) If a civil action is filed against CONTRACTOR to compel production of public records relating to a VILLAGE's contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that CONTRACTOR unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that CONTRACTOR has not complied with the request, to the VILLAGE and to the CONTRACTOR.

(b) A notice complies with subparagraph (a)2 if it is sent to the VILLAGE's custodian of public records and to CONTRACTOR at CONTRACTOR's address listed on its contract with the VILLAGE or to CONTRACTOR's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Should CONTRACTOR comply with a public records request within eight (8) business days after the notice is sent it shall not be liable for the reasonable costs of enforcement.

11.0 TERM AND TERMINATION

11.1 It is expressly understood and agreed that the VILLAGE or CONTRACTOR may terminate this Agreement, in total or in part, without cause or penalty, with sixty (60) calendar days' notice. In that event, the VILLAGE'S sole obligation to the CONTRACTOR shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours of Work performed by the CONTRACTOR up to the time of termination, including materials. Upon such termination, the VILLAGE may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

11.2 The Agreement can be extended for additional one-year periods upon the written approval of the VILLAGE Administrator and CONTRACTOR. The VILLAGE Administrator can approve amendments to this Agreement.

12.0 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties

Attention: Roseann Prado, Village Clerk
600 N.E. 114th Street
Biscayne Park, Florida 33161
Telephone: (305) 899-8000
Fax: (305) 891-7241

For CONTRACTOR: Calvin, Giordano & Associates, Inc.

Alex A. David, AICP
10800 Biscayne Blvd.

SUITE 950
MIAMI, FL 33161

13.0 NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

13.1 During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

13.2 CONTRACTOR shall comply with all applicable local, state and federal labor and safety laws and regulations.

14.0 DEFAULT

In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the VILLAGE may declare the CONTRACTOR in default and notify them in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed thirty (30) calendar days unless otherwise agreed to by the parties. In such event, the CONTRACTOR or shall only be compensated for any services completed as of the date written notice of default is served.

ACCEPTANCE OF AGREEMENT

Execution of this Agreement by both parties signifies agreement with all the terms and conditions. In witness of the foregoing, the parties have set their hands and seals the day and year first written above.

VILLAGE OF BISCAYNE PARK, FLORIDA

BY:

Tracy Truppman, Mayor

ATTEST:

Roseann Prado, Village Clerk

APPROVED AS TO FORM:

John Herin, Village Attorney

WITNESS:

Tanya Gomez
Signature of Witness

Tanya Gomes
Printed Name of Witness

CONTRACTOR

Signature of Corporate President

Dennis Giordano
Printed Name of Corporate President

Signature of Corporate Secretary

Dawn Hoskins
Printed Name of Corporate Secretary

(Corporate Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Dennis Giordano as President, of Calvin, Giordano & Assoc a Florida corporation, and acknowledged they executed the foregoing AGREEMENT as the proper official of Calvin, Giordano & Assoc for the use and purposes mentioned in the AGREEMENT and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 7 day of August, 2018.

Notary Seal

SARA R. BLUMKIN
MY COMMISSION # FF 178649
EXPIRES: March 21, 2019
Bonded Thru Notary Public Underwriters

Sara R. Blumkin
Signature of Notary Public