RESOLUTION NO. 2014-77

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CAP GOVERNMENT, INC., AND THE VILLAGE OF BISCAYNE PARK FOR THE PROVISION OF BUILDING PLAN REVIEW AND INSPECTION SERVICES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS audits for the fiscal year ending September 30, 2012, and September 30, 2013, included a finding that the Village of Biscayne Park lacked formal written contracts with the subcontractors performing building permit plan review and inspections; and,

WHEREAS, Professional Service Agreements were provided to all current building plan reviewers and inspectors which included a revenue sharing model of 65% for the contractor and 35% for the Village; and,

WHEREAS, only the services for Plumbing and Building plan review and inspections were secured; and,

WHEREAS, it was necessary to seek the services of CAP Government, Inc., a private firm that provides building department support to many municipalities in South Florida, for all other building plan review and inspection 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 an agreement with CAP Government, Inc., to provide building plan review and inspection services.

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Village Commission.

Section 2. The Mayor is authorized to execute the Professional Services Agreement between CAP Government, Inc., and the Village of Biscayne Park. The agreement, in substantial form, is attached and incorporated by reference into this resolution as exhibit 1.

Section 3. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 6th day of November, 2014.

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

Mayor Coviello: No
Vice Mayor Ross: Yes
Commissioner Anderson: Yes
Commissioner Jonas: Yes
Commissioner Watts: No

David Coviello, Mayor

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

PROFESSIONAL SERVICES AGREEMENT
FOR BUILDING INSPECTION AND PLANS REVIEW SERVICES
IN VARIOUS DISCIPLINES

THIS IS AN AGREEMENT, dated the 6th day of November 2014, between:

THE VILLAGE OF BISCAYNE PARK, a municipal corporation, hereinafter referred to as "VILLAGE",

and

CAP GOVERNMENT, INC., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE desires to hire a firm/individual to perform building inspection and plan review services.

1.2 The VILLAGE selected CONTRACTOR to render the professional services more particularly described herein below.

ARTICLE 2
SCOPE OF SERVICES

2.1 CONTRACTOR shall meet the requirements and perform the services identified below. The scope of services required by this Agreement shall be referred to as the "Services".

CONTRACTOR is to provide as-needed Building Department services including but not limited to building plans review and inspections for compliance with the Florida Building Code for the Village of Biscayne Park.

CONTRACTOR may not offer their services or engage in outside professional engineering or inspection services within the Village of Biscayne Park during the term of the agreement, with the exception of plans review and inspections under FS553.791 Alternative Plans Review and Inspections, in such cases CONTRACTOR shall not perform any work on behalf of the Village on that project.

CONTRACTOR is required to currently be licensed by Miami-Dade County Board of Rules and Appeals in his/her respective trade as plans examiners and field inspectors. Additionally, CONTRACTOR shall hold the standard inspector and plans examiner license from the State of Florida.

2.2 CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement in any of CONTRACTOR's services pursuant to this Agreement. CONTRACTOR shall comply with each and every provision of this Agreement.

ARTICLE 3
TIME FOR PERFORMANCE

CONTRACTOR shall perform the services as identified in Section 2.1 as soon as is reasonably practicable.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONTRACTOR shall be compensated for its Services based only on the actual permits issued by VILLAGE, according to the VILLAGE's records, and based upon the payment schedule for each permit. The VILLAGE shall pay the CONTRACTOR a monthly fee equal to sixty-five percent (65%) of all permit fees collected by the VILLAGE. The balance of the permit fees collected by the VILLAGE and not paid to the CONTRACTOR shall be retained by the VILLAGE.

4.2 The VILLAGE shall process the payment to the CONTRACTOR on a monthly basis, paying all amounts that become due for the prior month in arrears. For projects with estimated permit fees of Twenty Five Thousand Dollars ($25,000.00) or greater, payments shall be made as follows: sixty-five percent (65%) of the CONTRACTOR's fee shall be paid upon receipt of the permit application fee and thirty-five percent (35%) shall be paid at the time of the issuance of the certificate of occupancy, certificate of completion, final inspection or abandonment, whichever is latest and applicable.

4.3 On or before 10/28/14 VILLAGE and CONTRACTOR shall meet in good faith to review this Section. VILLAGE and CONTRACTOR shall meet in good faith to review this Section sixty (60) days prior to the beginning of each of the renewal terms. Revisions to the percent of revenue sharing formula will be revisited during this meeting and any changes shall be by written mutual consent of both parties.

4.4 VILLAGE shall pay CONTRACTOR monthly in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Village Manager for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.

4.5 Notwithstanding any provision of this Agreement to the contrary, the Village Manager may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of CONTRACTOR which has not been remedied or resolved in a manner satisfactory to the Village Manager. The amount withheld shall not be subject to payment

of interest by VILLAGE.

4.6 Payment shall be made to CONTRACTOR at:

CAP GOVERNMENT, INC.
343 Almeria Avenue
Coral Gables, FL 33434

4.7 CONTRACTOR agrees to keep such records and accounts as may be necessary, for such time period as required by Florida Statutes, in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such books and records shall be available at reasonable times for examination and audit by the VILLAGE.

4.8 The Village Commission shall establish a permit fee schedule by Resolution, which shall be determined by the VILLAGE in its sole discretion.

4.9 In instances where a penalty fee or a re-inspection fee is imposed, the VILLAGE shall pay the CONTRACTOR compensation equal to fifty percent (50%) of the permit fee or re-inspection fees collected by the VILLAGE. The balance of the fees not paid to the CONTRACTOR shall be retained by the VILLAGE.

4.10 Upon termination of this Agreement, CONTRACTOR shall refund to the VILLAGE all unearned permit fees.

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

VILLAGE or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code or Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
TERM

6.1 The term of this Agreement shall begin on 11/6/14 for three years unless this Agreement is terminated earlier in accordance with the terms of this Agreement.

6.2 At the end of the term, the VILLAGE shall have the option to renew this Agreement for three (3) periods of one (1) year each. This provision in no way limits either party's right to terminate this Agreement at any time during the term or any renewal term, pursuant to this Agreement.

6.3 Each renewal term shall be upon the same terms, covenants and conditions as in this Agreement, except that there will be no further privilege of extension for the term of this Agreement beyond the period referred to above.

6.4 The VILLAGE shall exercise its right to an extension of the term of this Agreement no earlier than one hundred twenty (120) days nor later than sixty (60) days prior to the expiration of the term or any renewal term. The VILLAGE shall notify CONTRACTOR in writing in accordance with the requirements of this Agreement of its election to exercise its option to renew this Agreement.

ARTICLE 7
TERMINATION

7.1 This Agreement may be terminated for cause by action of the Village Commission if CONTRACTOR is in breach and has not corrected the breach within ninety (90) days after written notice from the VILLAGE identifying the breach. This Agreement may also be terminated by the Village Manager upon such notice as the Village Manager deems appropriate under the circumstances in the event the Village Manager determines that termination is necessary to protect the public health, safety or welfare.

7.2 This Agreement may be terminated for cause by the CONTRACTOR if the VILLAGE is in breach and has not corrected the breach within ninety (90) days after written notice from the CONTRACTOR identifying the breach.

7.3 Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the Services, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives of the VILLAGE as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

7.4 Notice of termination shall be provided in accordance with the Notices Section of this Agreement except that notice of termination by the Village Manager which the Village Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the Notices Section of this Agreement.

7.5 This Agreement may be terminated by either party for convenience, upon thirty (30) days written notice by the terminating party to the other party in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, it shall indemnify the VILLAGE against any loss pertaining to this termination. All finished or unfinished documents, data, studies, plans, surveys, reports and PDF and CADD files of the drawings prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE immediately.

7.6 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified

of the VILLAGE's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid to the VILLAGE, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for the VILLAGE's right to terminate this Agreement for convenience.

7.7 In the event this Agreement is terminated, any compensation payable by the VILLAGE shall be withheld until all documents are provided to the VILLAGE pursuant to this Agreement. In no event shall the VILLAGE be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

ARTICLE 8
PUBLIC RECORDS AND AUDIT

8.1 CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

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

8.2.1 Keep and maintain public records that ordinarily and necessarily would be required by VILLAGE in order to perform the same service being rendered within this Agreement;

8.2.2 Provide the public with access to public records and at a cost that does not exceed the cost provided within Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided for by law;

8.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

8.2.4 Meet all requirements for retaining public records and transfer, at no cost, to VILLAGE all public records in possession of CONTRACTOR upon termination of this Agreement. Further, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to VILLAGE in a format that is compatible with the then current VILLAGE computer systems.

8.3 CONTRACTOR understands, acknowledges and agrees that CITY is required, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, to ensure compliance with this section by enforcing the terms of this Agreement. As a result of the foregoing, any violation

of this section shall be a material breach and this Agreement may be terminated by VILLAGE without any penalty.

8.4 Prior to termination, VILLAGE shall give written notice to CONTRACTOR that it is in violation of this section. CONTRACTOR shall have five (5) business days to cure a violation of this section.

8.5 Notwithstanding any other provisions in this Agreement to the contrary, CONTRACTOR shall be liable for any and all damages, including but not limited to, consequential and incidental damages, that may arise out of breach of this section of the Agreement.

ARTICLE 9
INDEMNIFICATION

9.1 CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

9.2 CONTRACTOR shall indemnify VILLAGE for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the VILLAGE to the extent that it is based on a claim that products or services furnished to VILLAGE by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

ARTICLE 10
INSURANCE

10.1 The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Village Manager nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

10.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

10.3 Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide.

10.4 Insurance shall be in force until all work required to be performed under the terms of this Agreement is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR 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 coverage for the balance of the period of this Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

10.5 <u>REQUIRED INSURANCE</u>

10.5.1 COMPREHENSIVE GENERAL LIABILITY insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

A.	Comprehensive General Liability		
	1.	Each Occurrence	$1,000,000
	2.	Annual Aggregate	1,000,000

10.5.2 WORKERS COMPENSATION insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the CONTRACTOR shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. The CONTRACTOR and his subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	$500,000 per occurrence

10.5.3 The CONTRACTOR shall hold the VILLAGE, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the VILLAGE as an additional insured under their policy.

10.5.4 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

10.5.5 PROFESSIONAL LIABILITY insurance in the amount of $500,000.00

ARTICLE 11
NOTICE

11.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Heidi Shafran, Village Manager
640 NE 114 Street
Biscayne Park, FL 33161

Copy To: John J. Hearn, Village Attorney
1917 NW 81st Avenue
Coral Springs, Florida 33071

CONTRACTOR: CAP GOVERNMENT, INC.
Attn: Carlos A. Penin, P.E., President
343 Almeria Avenue
Coral Gables, FL 33434

ARTICLE 12
MISCELLANEOUS

12.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement, including all PDF and CADD files of the drawings, are and shall remain the property of VILLAGE whether or not the project for which they are made is completed. VILLAGE hereby agrees to use CONTRACTOR's work product for its intended purposes.

12.2 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with VILLAGE, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein.. The CONTRACTOR agree that it is a separate and independent enterprise from the VILLAGE, that it has full opportunity to find other business, that it has make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be

construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

12.3 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

12.4 Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.6 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 Legal Remedies. In the event CONTRACTOR is in violation of or in breach of the terms of this Agreement, penalties in the form of the withholding of payments or the suspension of the CONTRACTOR's authority may be enforced by the VILLAGE until such time as corrective action taken by the CONTRACTOR is satisfactory to the VILLAGE.

12.8 Equal Employment Opportunity Compliance. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title I of the Americans with Disabilities Act of 1990 is that: no person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs, or disability be subject to discrimination under any program or activity which the CONTRACTOR has agreed to undertake by and through the covenants and provisions set forth in this Agreement.

12.9 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.10 Headings. Headings herein are for convenience of reference only and shall not be

considered on any interpretation of this Agreement.

12.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.12 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.13 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

12.14 Extent of Agreement. This Agreement represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

Maria C. Camara

MARIA CAMARA, VILLAGE CLERK

VILLAGE OF BISCAYNE PARK, FLORIDA

DAVID COVIELLO, MAYOR

APPROVED AS TO FORM.

JOHN J. HEARN, VILLAGE ATTORNEY

ATTEST:

CONTRACTOR
Carlos A. Penin, PE
President
C.A.P. Government, Inc.

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Carlos A. Penin of CAP Government, Inc and acknowledged he/she executed the foregoing Agreement as the proper official of CONTRACTOR, for the use and purposes mentioned in it and that the instrument is the act and deed of CONTRACTOR.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 28th day of October, 2014.

Maria C. Camara
NOTARY PUBLIC

My Commission Expires:

MARIA C. CAMARA
MY COMMISSION # FF 143623
EXPIRES: November 21, 2018
Bonded Thru Notary Public Underwriters

cap government

April 12, 2012

Ms. Maxine Calloway
Director
City of North Miami
Community Planning &
Development Department
12400 NE 8 Avenue
North Miami, FL 33161

RE: **Request for Proposal (RFP) #02-11-12 City of North Miami Building Inspection and Permitting Services/Revised Hourly Rates**

Dear Ms. Calloway:

Below is the revised hourly rate sheet requested and discussed in our meeting today for services rendered during Phase 1.

Additional Services	
Title:	**Hourly Rate**
Building Official	**$ 85.00**
Building Plans Reviewer	**$ 65.00**
Building Inspector	**$ 65.00**
Structural Plans Reviewer	**$ 65.00**
Structural Inspector	**$ 65.00**
Electrical, Mechanical and Plumbing Plans Reviewer	**$ 65.00**
Electrical, Mechanical and Plumbing Inspector	**$ 65.00**
Permit Technician	**$ 27.00**

Please contact me if you have any questions or need additional information.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President

8350 NW 52nd Terrace • Suite 209 • Doral, FL 33166
305.448.1711 • 305.448.1712 Fax

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/11/2014

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 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
Seitlin, A Marsh & McLennan Agency LLC C
9850 NW 41st Street
Suite 100
Miami FL 33178

CONTACT NAME: Patricia Castellanos
PHONE (A/C, No, Ext): (305) 591-0090 FAX (A/C, No): (786) 662-6227
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Bridgefield Employers Insurance	10701
INSURER B: Sentinel Insurance Company Ltd	11000
INSURER C: Hartford Insurance Co. of SE	38261
INSURER D: Endurance American Specialty	41718
INSURER E:	
INSURER F:	

INSURED
C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables FL 33134

COVERAGES **CERTIFICATE NUMBER:** Cert ID 45820 **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	
C	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			21UUNVN3601	9/5/2014	9/5/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:						Empl Benefits Liab	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			21UUNVN3601	9/5/2014	9/5/2015	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			830-52963	9/5/2014	9/5/2015	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Errors and Omissions			DPL10005502000	9/5/2014	9/5/2015	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder as Contractor, is an Additional Insured as respects to General Liability when required by written contract, subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER

The Village of Biscayne Park
640 NE 114th St.,
Biscayne Park FL 33161

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

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10:36:32 AM 10/29/2014

Licensee Details

Licensee Information

Name:	**PIZANO, CELSO (Primary Name)**
	(DBA Name)
Main Address:	**8523 SW 159 AVE** **MIAMI Florida 331930000**
County:	**DADE**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Professional Engineer**
Rank:	**Prof Engineer**
License Number:	**46749**
Status:	**Current,Active**
Licensure Date:	**04/26/1993**
Expires:	**02/28/2015**

Special Qualifications	**Qualification Effective**

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10:34:28 AM 10/29/2014

Licensee Details

Licensee Information

Name:	**LLAMA, JORGE (Primary Name)**
	(DBA Name)
Main Address:	**7850 SW 197 TERRACE CUTLER BAY Florida 33189**
County:	**DADE**
License Mailing:	**7850 SW 197 TERRACE CUTLER BAY FL 33189**
County:	**DADE**
LicenseLocation:	

License Information

License Type:	**Professional Engineer**
Rank:	**Prof Engineer**
License Number:	**60156**
Status:	**Current,Active**
Licensure Date:	**06/23/2003**
Expires:	**02/28/2015**
Special Qualifications	**Qualification Effective**

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10:35:55 AM 10/29/2014

Licensee Details

Licensee Information

Name:	**GUILLEN, OMAR P (Primary Name)**
	(DBA Name)
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN5926**
Status:	**Current,Active**
Licensure Date:	**08/13/2007**
Expires:	**11/30/2015**

Special Qualifications	**Qualification Effective**
Mechanical	**08/13/2007**

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10:35:09 AM 10/29/2014

Licensee Details

Licensee Information

Name:	**SANCHEZ, ALFREDO (Primary Name)**
	(DBA Name)
Main Address:	**14206 SW 54TH STREET** **MIAMI Florida 33175**
County:	**DADE**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3456**
Status:	**Current,Active**
Licensure Date:	**08/09/2013**
Expires:	**11/30/2015**

Special Qualifications	**Qualification Effective**
Electrical	**08/09/2013**

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10:35:26 AM 10/29/2014

Licensee Details

Licensee Information

Name:	**SANCHEZ, ALFREDO (Primary Name)**
	(DBA Name)
Main Address:	**14206 SW 54TH STREET** **MIAMI Florida 33175**
County:	**DADE**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6442**
Status:	**Current,Active**
Licensure Date:	**07/09/2013**
Expires:	**11/30/2015**

Special Qualifications	**Qualification Effective**
Electrical Inspector	**07/09/2013**

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10:32:20 AM 10/29/2014

Licensee Details

Licensee Information

Name:	**ALVAREZ, ELIO (Primary Name)**
	(DBA Name)
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX1534**
Status:	**Current,Active**
Licensure Date:	**03/18/1999**
Expires:	**11/30/2015**

Special Qualifications	**Qualification Effective**
Building	**05/11/2007**
Electrical	

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10:32:48 AM 10/29/2014

Licensee Details

Licensee Information

Name:	**ALVAREZ, ELIO (Primary Name)**
	(DBA Name)
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN3376**
Status:	**Current,Active**
Licensure Date:	**12/18/1998**
Expires:	**11/30/2015**

Special Qualifications	**Qualification Effective**
Building	**04/18/2007**
Commercial Electric	
Residential Electric	

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10:33:02 AM 10/29/2014

Licensee Details

Licensee Information

Name:	**ALVAREZ, ELIO (Primary Name)**
	(DBA Name)
Main Address:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU1800**
Status:	**Current,Active**
Licensure Date:	**08/06/2013**
Expires:	**11/30/2015**
Special Qualifications	**Qualification Effective**

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