

# CITY OF DELRAY BEACH 100 NW 1st AVENUE, DELRAY BEACH, FL 33444

# AGREEMENT FOR SOLICITATION NO. 2020-029 INSPECTION, PLAN REVIEW AND DEVELOPMENT REVIEW SERVICES

C.A.P GOVERNMENT INC.

#### **AGREEMENT**

THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, (the "effective date") by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and C.A.P Government, Inc., a Florida Corporation (hereafter referred to as "Contractor"), whose address is 343 Almeria Avenue, Coral Gables, FL 33134.

WHEREAS, the City desires to retain the services of the Contractor to provide inspection, plan review, and development review services in accordance with the City's Invitation to Bid No. 2020-029, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

#### ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. 2020-029, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

#### ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide inspection, plan review, and development review services as identified in the specifications accompanying the City's Invitation to Bid, which are incorporated herein by reference.

### ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

# ARTICLE 4. MISCELLANEOUS PROVISIONS

a. <u>Notice Format</u>. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i. As to the City:

City of Delray Beach

100 N.W. 1st Avenue

Delray Beach, Florida 33444

Attn: City Manager

ii. with a copy to:

City of Delray Beach

100 N.W. 1st Avenue

Delray Beach, Florida 33444

Attn: City Attorney

iii. As to the Contractor: C.A.P Government Inc

343 Almeria Avenue Coral Gables, FL 33134 Attn.: Carlos A Penin, PE Email: cap@capfla.com

- b. <u>Headings</u>. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- c. <u>Effective Date</u>. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

# ARTICLE 5. CONTRACT TERM

The term of this Agreement shall remain in effect for a term of one (1) year and may be renewed for (2) two additional (1) one-year period(s), unless terminated earlier in accordance with terms set forth in the ITB.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

[SEAL]	TY OF DELRAY BEACH, FLORIDA
Ву	r: Shelly Petrolia, City Mayor
ATTEST:	
By: Katerri Johnson, City Clerk	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
By: Lynn Gelin, City Attorney	
[SEAL]	Carlos A. Penin, PE Printed Name President
om, mp on Florida	Title
STATE OF Florida  COUNTY OF Miami-Dade	
The foregoing instrument was acknowled or online notarization, this 22	
	Notary Public – State of Florida

# PRICING SCHEDULE

# 4.1 PRICES AND RATES

There is no web form available for this form. Please submit pricing via <a href="www.bidsync.com">www.bidsync.com</a> or as otherwise indicated in this solicitation.

Description	Hourly Rate
Building Inspector	\$ 75.00
Electrical Inspector	\$ 75.00
Plumbing Inspector	\$ 75.00
Mechanical Inspector	\$ 75.00
Plan Reviewer	\$ 85.00
Landscape Plan Reviewer	\$ 82.50
Fire Plan Reviewer	\$ 85.00
Plan Review Technician	\$ 45.00
Building Official	\$ 95.00



# CITY OF DELRAY BEACH 100 NW 1st AVENUE, DELRAY BEACH, FL 33444

# AGREEMENT FOR SOLICITATION NO. 2020-029 INSPECTION, PLAN REVIEW AND DEVELOPMENT REVIEW SERVICES

M.T. CAUSLEY, LLC.

#### **AGREEMENT**

THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_\_, 20\_\_, (the "effective date") by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and M.T. Causley, LLC, a Florida limited liability company(hereafter referred to as "Contractor"), whose address is 866 Ponce de Leon, 2nd Floor, Coral Gables, FL 33134.

WHEREAS, the City desires to retain the services of the Contractor to provide inspection, plan review, and development review services in accordance with the City's Invitation to Bid No. 2020-029, and the Contractor's response thereto, all of which are incorporated herein by reference.

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Attn: City Manager

ii. with a copy to:

City of Delray Beach

100 N.W. 1st Avenue

Delray Beach, Florida 33444

Attn: City Attorney

iii. As to the Contractor: M.T. Causley, LLC

866 Ponce de Leon, 2<sup>nd</sup> Floor Coral Gable, FL 33134 Attn.: Michael T. Causley

Email: MTC@mtcinspectors.com

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# 4.1 PRICES AND RATES

There is no web form available for this form. Please submit pricing via <u>www.bidsync.com</u> or as otherwise indicated in this solicitation.

Description	Hourly Rate
Building Inspector	\$100.00
Electrical Inspector	\$100.00
Plumbing Inspector	\$100.00
Mechanical Inspector	\$100.00
Plan Reviewer	\$105.00
Landscape Plan Reviewer *	\$115.00
Fire Plan Reviewer	\$105.00
Plan Review Technician	\$85.00
Building Official	\$110.00

<sup>\*</sup>If a Landscape Architect is required or requested, the rate will be \$130.00 per hour

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

[SEAL]	CITY OF DELRAY BEACH, FLORIDA
	By: Shelly Petrolia, City Mayor
ATTEST:	
By: Katerri Johnson, City Clerk	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
By: Lynn Gelin, City Attorney	
	CONTRACTOR
[SEAL]	Ulchuel T. Causley Printed Name President
COUNTY OF Miemi- Valle	Title
	almoyledged before me by meens of I physical presence
or online notarization this	is 21 day of 2021 by (name of party on behalf of whom instrument was
Personally known OR Produced Ide Type of Identification Produced	Notary Pablic State of Horida
City of Delray Beach Inspection, Plan Review and Development Review	Agreement Dianna L. Swords My Commission GG 949586 Expires 04/29/2024 4



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Raterii Johnson, City Clerk	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
Ву:	
Lynn Gelin, City Attorney	
	CONTRACTOR
[SEAL]	What T- Causley Printed Name
	Tresident
STATE OF House	Title
COUNTY OF Marie Labe	
The foregoing instrument was or  online notarization, the	acknowledged before me by means of physical presence his at day of whom instrument was
Personally known OR Produced Id Type of Identification Produced	Notary Public – State of House
City of Delray Beach Inspection, Plan Review and Development Rev	Agreement riew Services  Notary Public State of Florida Dianna L. Swords My Commission GG 949586 Florida Dianna L. Swords My Commission GG 949586 Florida Dianna L. Swords