

RESOLUTION 17-09

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE EXECUTION OF AN AGREEMENT WITH GORDON AND ASSOCIATES INSPECTIONS, LLC, FOR BUILDING PLANS REVIEW AND INSPECTION SERVICES, AT THE RATES MORE SPECIFICALLY SET FORTH IN THE RESOLUTION, AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City solicited bids for Building Plans Review and Inspection Services on July 29, 2016 and received responses from Gordon and Associates Inspections, LLC, and EPCI; and

WHEREAS, a Staff Committee evaluating the bid responses found EPCI to be the low bidder, but also determined they lacked certain licensure or certification requirements necessary to fully perform the services solicited; and

WHEREAS, the City Charter provides that the City Council may award a contract to a bidder other than the lowest bidder should it find that the lowest bidder does not offer the reliability, quality of services or project afforded by such other bidder; and

WHEREAS, the City Council accepts the recommendation of the Staff Committee and finds that EPCI does not offer the quality of services afforded by Gordon and Associates Inspections, LLC.

NOW, THEREFORE, BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Gordon and Associates Inspections, LLC, relating to Building Plans Review and Inspection Services, at the flat and hourly rates set forth in Exhibit A of the attached Agreement, 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 become effective immediately upon its adoption.

PASSED AND ADOPTED in regular session this 13th day of October, 2016.

CITY OF PANAMA CITY BEACH

By: 

Mike Thomas, Mayor

ATTEST: 

Diane Fowler, City Clerk



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Building and Planning Department/Mel Leonard

2. MEETING DATE:

10/13/2016

3. REQUESTED MOTION/ACTION:

It is requested the City Council approve Gordon and Associates Inspections, LLC to contract with the City for building inspection and plans review services.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? Yes No N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED Yes No N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

For several years, the Building Department has contracted for inspection and plans review services with qualified entities who are able to supplement these duties during periods of high building activity. In the 90's, the City used ICC (in Birmingham) to do plans review of larger buildings. In the 2000s, the City contracted with Code South to perform plans review and had an interlocal agreement with Bay County for inspections. Later, the City extended the interlocal agreement with Bay County to include plans review as well. A little over a year ago, Bay County contacted the City and said they needed to focus on their own jurisdiction and would no longer be providing these services. To keep the building permit process functioning, the City began using Gordon and Associates for these services until such time as the formal contracting process could be initiated. The costs associated with inspections and plans review are paid by the applicant of the specific building permit.

The City advertised for the services and had two respondents: EPCI and Gordon and Associates. A public meeting was held on August 15, 2016 to review and score the responses. Gordon and Associates was the unanimous recommendation. Copies of the scoring are attached for review.

It is recommended the City Council approve the City to contract with Gordon and Associates to provide inspection and plans review services.

BUILDING SERVICES AGREEMENT

THIS BUILDING SERVICES AGREEMENT (the "**Agreement**") is made this ____ day of _____ 2016, by and between the City of Panama City Beach, a municipality of the State of Florida (the "**City**") and _____ (the "**Contractor**") for the performance of the Services (as that term is defined below) in connection with the City's building inspection and plan review functions.

WHEREAS, the City of Panama City Beach Code requires inspection of every building or structure and any appurtenances connected or attached thereto within the corporate limits of the City for compliance with various building and structural codes; and

WHEREAS, the City has established an Inspections Department to conduct such inspections; and

WHEREAS, the City finds that the tremendous growth occurring within the City and the attendant construction of buildings strains the resources of City staff and necessitates the outsourcing of certain inspections; and

WHEREAS, the City sought proposals from persons or entities who could provide high quality professional building inspection and plan review services and advertised for such proposals on the City's website with a bid opening on April 4, 2016 (the "**RFP**"); and

WHEREAS, the contractor submitted a proposal to the City under the RFP; and

WHEREAS, the City and Contractor desire to enter in this Agreement to memorialize the proposal made in the RFP and the duties of the parties with respect to the Services.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Agreement, the parties agree that:

1.0 Scope of Services

1.1 During the term of the Agreement, Contractor shall provide building inspection and plan review to the City (the "**Services**") as directed and on behalf of the City. The Services specifically include:

- Building, Mechanical, Electrical, Plumbing, Gas, Swimming Pool and miscellaneous inspection services for Commercial and Residential Buildings;
- Plans review for Commercial and Residential Buildings;
- Review and interpretation of state and local Building Codes; and

- Any other task as directed by the City that is related to the City's public safety and inspection role under the Florida or City's Building Code.

1.2 Contractor shall provide the Services with such personnel, facilities and equipment as, in its opinion, is deemed adequate for such purposes.

1.3 Inspections. Contractor will inspect buildings on behalf of the City for compliance with the Florida Building Code, any applicable local technical amendments to the Florida Building Code, and local ordinances, as follows:

a) Upon written notice from the City to the Contractor, the Contractor will conduct the requested inspection as soon as practicable, but in no event shall the inspection occur more than 2 working days after the date of the request. If the Contractor is unable to conduct the requested inspection within the time period set forth above, the Contractor must immediately notify the City of such fact.

b) Should the City object to the Contractor's method and manner of implementation of the City's inspections process, the City shall notify the Contractor in writing, specifically identifying the areas of inadequacy, and the Contractor shall have thirty (30) days after receipt of the notice to cure such inadequacies. If inadequacies have not been cured within the time period provided, the City shall have the right to terminate this Agreement by written notice to the Contractor.

1.4. Plans Review. Contractor will review plans on behalf of the City for compliance with the Florida Building Code, any applicable local technical amendments to the Florida Building Code, and local ordinances, as follows. Upon notice from the City to the Contractor, the Contractor will pick up plans to be reviewed. As soon as practicable, the Contractor shall prepare and deliver to the City a confirmation of the plan's compliance with applicable codes or a summary and description of code discrepancies. Contractor will perform subsequent plan reviews to confirm discrepancies are corrected.

2.0 Contractor's Duties and Responsibilities

2.1 Personnel. The Contractor shall provide such personnel, services and equipment (tools, vehicles, communication equipment, etc.) as in its opinion is deemed adequate for such purposes, but in no event less than required by Chapter 468, Florida Statutes. Contractor's personnel shall be trained, qualified and licensed as required for the duties assigned.

2.2 Insurance. Contractor shall not begin work under this contract until obtaining all insurance described herein and such insurance has been approved by the City.

The minimum insurance coverage and limits required are shown by coverage line below.

(a) Professional Liability Insurance

The scope involves professional services and Professional Liability Insurance is required covering liability for claims that arise from the negligent errors, omissions, or acts of the Contractor, in the provision of professional services. The policy shall include Contractual Liability coverage and be effective (retroactively, if applicable) from the date of commencement of professional activities in connection with the scope until one (1) year following completion of the scope. Minimum limits are \$1,000,000 per occurrence/aggregate.

(b) Certificate of Insurance

Prior to commencing its performance of Services under the Agreement, the Contractor shall provide the City with a Certificate of Insurance evidencing the coverages previously listed. The insurance required hereunder shall be maintained from the commencement of the contract until the Agreement expires or is terminated.

(c) Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its consultants, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Contractor work under this contract, provided that such claim, damage, loss, or expense is 1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused part by a party indemnified hereunder.

2.3. Sunshine Law. Contractor shall comply with Florida's public records laws, specifically to:

(a) Keep and maintain public records required by the City to perform the service.

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

(c) 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 is the Contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer to the City, at contractor's expense, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the public agency 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 the 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 City, upon request from the City's public records custodian or his or her designee, in a format that is compatible with the information technology systems of the City.

(e) 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 CONTRACT, CONTACT THE CITY'S PUBLIC RECORDS CUSTODIAN, DIANE FOWLER (CITY CLERK), 850-233-5100, dfowler@pcb.gov, 110 SOUTH ARNOLD ROAD, PANAMA CITY BEACH, FLORIDA 32413.

2.4 Applicable Standards. Contractor shall perform all professional services in conformance with the applicable standards, rulings, or regulations of the City, Florida Department of Business and Professional Regulation, Florida Building Code Administrators and Inspectors Board, or any other federal, state or local government agency, corporate entity or individual exercising authority with respect to, or affecting the City or its Building Code. Upon oral or written notice, Contractor shall promptly correct any failure to conform to such standard within a reasonable amount of time, as the situation may dictate.

2.5 Special Services. From time to time, the City may request special work from the Contractor outside of the scope of the Services or the City may request an inspection for which no permit fee is generated (i.e. complaints or maintenance inspections). The parties agree that such work, if approved in writing by the Contractor and City, are outside the Scope of

the Services and shall be compensated at a separate hourly rate (the "Special Services").

3.0 Compensation

3.1 Compensation for providing the Services will be as set forth in the Proposed Fee Schedule for Services, attached and incorporated here as Exhibit A. No other payments will be made to the Contractor for the services provided.

3.2 Special Services shall be performed at a rate of \$____.00 per hour for all documented time, including travel time for meetings. Special Services invoices submitted to the City must be in detail sufficient for a proper pre-audit and post-audit. Such invoices shall be for all services rendered during the preceding the calendar month.

4.0 Term and Termination

4.1 Term. The term of this Agreement shall be for a period of two (2) years, commencing on May 4, 2016 and ending on May 4, 2018 (the "Initial Term"), unless sooner terminated in accordance with Section 4.2 below. Upon the expiration of the Initial Term, City shall have the option to renew this Agreement for up to two successive terms of two (2) years by delivering written notice of its intent to exercise this option at least sixty (60) days prior to the end of the original term. The same terms and conditions in this Agreement shall apply throughout any renewal term.

4.2 Termination

(a) *With Cause*. Except as expressly stated elsewhere in this Agreement, either party may terminate this Agreement in the event that the other party breaches a material term or condition of this Agreement. Prior to exercising a right to terminate under this Sub-Section 4.2 (a), the party asserting a breach shall first give written notice to the other party of the alleged breach and the other party shall then have ten (10) days to cure the breach. In the event that the breach is not cured within the ten (10) day period after notice, the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination to the party in breach.

(b) *Immediate Termination*. Notwithstanding any other provisions of this Agreement, City may terminate this Agreement immediately in the event:

(1) Contractor or any of its building inspectors or examiners have been formally indicted or charged with any criminal violation involving violent crimes, charges involving moral turpitude, or crimes relating to fraud. If the Contractor's breach of this section is due to a single inspector or

examiner, the City may at its option, request that such inspector be immediately removed from providing Service to the City.

(2) Contractor or any of its building inspectors or examiners are formally disciplined by the Florida Department of Business and Professional Regulation or the Florida Building Code Administrators and Inspectors Board. If the Contractor's breach of this section is due to a single inspector or examiner, the City may, at its option, request that such inspector be immediately removed from providing Service to the City.

(3) Contractor refuses to allow public access to all documents, papers, letters, or other materials made or received by the City in conjunction with this contract, unless the records are exempt (as determined by the City) from Section 24 (1) or Article I of the State Constitution and Section 119.07 (a).

(4) Any other immediate termination provisions in the General Conditions attached to this Agreement.

(c) *Termination without Cause.* Notwithstanding any other provision of this Agreement, either party may terminate this Agreement without cause by providing at least ninety (90) days advanced written notice to the other party. Once given by the terminating party, such notice is irrevocable without the written consent of the nonterminating party.

5.0 INTERPRETATION. Should the City fail to respond to any request for the interpretation of a City ordinance within ten (10) days, the Contractor shall have the right to use its judgment on the interpretation.

6.0 NOTICES.

a) The City shall have the obligations of notifying the Contractor of any revision or amendments to the ordinances that affect the Contractor's duties under this agreement.

b) Any notices required to be given by either of the Parties pursuant to the terms of this Agreement shall be deemed effectively provided when placed in the United States Mail or telefaxed to the parties at the addresses and telefax numbers provided below.

As to City: Kenneth Thorndyke
Building Official
110 S. Arnold Road
Panama City Beach, FL 32413
(850) 233-5049

As to Contractor: []

7.0 Contract Documents

7.1 RFP. The RFP is an integrated part of this Agreement. Where a specific conflict exists between a term or condition in this Agreement and the RFP, this Agreement shall control.

7.2 Proposal to RFP. The proposal submitted by the Contractor is an integrated part of this Agreement. Where a specific conflict exists between a term or condition in this Agreement and the Proposal to the RFP, this Agreement shall control.

CONTRACTOR

CITY

By _____
Mario Gisbert, City Manager

Date: _____ Date: _____

Attest

Diane Fowler, City Clerk

Exhibit A
Proposed Fee Schedule for Services
(from bid response)

Cost Proposal

Gordon & Associates, LLC's proposed fee schedule is as follows:

Proposed Fee Schedule for Services

Description of Services	Bid Price
Review and process construction plans for commercial buildings.	<u>50</u> % of building permit base fee
Perform inspection services for commercial buildings	<u>65</u> % of building permit base fee
Review and process construction plans for residential buildings	Flat rate \$ <u>50.00</u> per review
Perform inspection services for residential buildings	Flat rate \$ <u>65.00</u> per inspection
Perform other tasks not expressly contemplated herein which are related to the City's public safety and inspection duties under the Florida or City Building Code	Hourly rate of \$ <u>75.00</u> per hour

NOTE:

- 50% of the building permit base fees has been the established industry standard for decades.
- Percentage of building permit base fee is the building permit and all sub permit fees.

KEN THORNDYKE

PANAMA CITY BEACH, FL - Request for Qualifications

RFQ# and Title BUILDING PLANS REVIEW AND INSPECTIONS
 Firm COLSON AND ASSOCIATES INSPECTIONS

Criteria Element	Marginal 0.2	Acceptable 0.5	Exceeds		Wt.	Score
			Acceptable 0.8	Outstanding 1		
1. Qualifications and Experience of the Firm or Person			.8		35	.8
a. Familiarity and experience of the firm with providing relevant commercial and residential plans reviews and commercial and residential inspections.						
b. Qualifications and experience of the assigned.				/		/
c. Experience and knowledge of the physical environment of the City.				/		/
2. Technical Approach and Methodology					35	
a. Ability to perform services on time.				/		/
b. Ability to provide all required services and assimilate additional workloads.				/		/
3. Fees to perform services			.8		30	.8

5.6

Ken Thorne

PANAMA CITY BEACH, FL - Request for Qualifications		RFQ# and Title <u>Building Plans Lead Estimator RFP # 2018-001</u>			
		Firm <u>EPCT</u>			
Criteria Element	Marginal	Acceptable	Exceeds Acceptable	Outstanding	Score
1. Qualifications and Experience of the Firm or Person	0.2	0.5	0.8	1	35
a. Familiarity and experience of the firm with providing relevant commercial and residential plans reviews and commercial and residential inspections.	.5				.5
b. Qualifications and experience of the assigned.	.2				.2
c. Experience and knowledge of the physical environment of the City.	.2				.2
2. Technical Approach and Methodology					35
a. Ability to perform services on time.	.2				.2
b. Ability to provide all required services and assimilate additional workloads.	.2				.2
3. Fees to perform services			.8		30 .8

2.1

Rank #1

PANAMA CITY BEACH, FL - Request for Qualifications		RFQ# and Title <u>Building Plans Review & Inspections</u>				
		Firm <u>Gordon & Associates</u>				
Criteria Element	Marginal	Acceptable	Exceeds	Outstanding	Wt.	Score
1. Qualifications and Experience of the Firm or Person		0.2	0.5	0.8	1	
a. Familiarity and experience of the firm with providing relevant commercial and residential plans reviews and commercial and residential inspections.				.8		.8
b. Qualifications and experience of the assigned.				.8		.8
c. Experience and knowledge of the physical environment of the City.					1	1
2. Technical Approach and Methodology						
a. Ability to perform services on time.				.8	35	.8
b. Ability to provide all required services and assimilate additional workloads.		.5				.5
3. Fees to perform services		.5			30	.5

4.4

Jupon Scott 8/15/16

Rank #2

PANAMA CITY BEACH, FL - Request for Qualifications		RFQ# and Title <u>Building Plan Review & Inspections</u> Firm <u>EPC</u>			
Criteria Element	Marginal	Acceptable	Exceeds Acceptable	Outstanding	Wt. Score
1. Qualifications and Experience of the Firm or Person	0.2	0.5	0.8	1	35
a. Familiarity and experience of the firm with providing relevant commercial and residential plans reviews and commercial and residential inspections.	0.2				.2
b. Qualifications and experience of the assigned.	0.2				.2
c. Experience and knowledge of the physical environment of the City.	0.2				.2
2. Technical Approach and Methodology					35
a. Ability to perform services on time.	0.2				.2
b. Ability to provide all required services and assimilate additional workloads.	0.2				.2
3. Fees to perform services			0.8		30 .8

Upon Lead 8/15/16

1.8

#1

PANAMA CITY BEACH, FL - Request for Qualifications		RFQ# and Title Bldg. Plans Review and Inspection Ser.	
		Firm Gordon and Assoc.	
Criteria Element	Marginal	Acceptable	Exceeds
	0.2	0.5	0.8
	Outstanding	Wt.	Score
	1		
1. Qualifications and Experience of the Firm or Person			
a. Familiarity and experience of the firm with providing relevant commercial and residential plans reviews and commercial and residential inspections.			35
b. Qualifications and experience of the assigned.	✓		
c. Experience and knowledge of the physical environment of the City.	✓		
2. Technical Approach and Methodology			
a. Ability to perform services on time.			35
b. Ability to provide all required services and assimilate additional workloads.	✓		
3. Fees to perform services			
	✓		30
			24

Nel Leonard

TOTAL - 94

#12

PANAMA CITY BEACH, FL - Request for Qualifications		RFQ# and Title Bldg. Plans Review and Inspection Ser.		
		Firm <u>EPCI</u>		
Criteria Element	Marginal	Acceptable	Exceeds	Wt. Score
	0.2	0.5	0.8	
1. Qualifications and Experience of the Firm or Person		✓	●	35
a. Familiarity and experience of the firm with providing relevant commercial and residential plans reviews and commercial and residential inspections.				17.5
b. Qualifications and experience of the assigned.		✓		
c. Experience and knowledge of the physical environment of the City.			✓	
2. Technical Approach and Methodology		✓		35
a. Ability to perform services on time.	✓			17.5
b. Ability to provide all required services and assimilate additional workloads.	✓			
3. Fees to perform services			✓	30
				30

TOTAL - 65

Neil Leonard

PANAMA CITY BEACH, FL - Request for Qualifications

RFQ# and Title Building Plan Review & Insp Services
 Firm Gordon & Assoc.

Criteria Element	Marginal	Exceeds		Outstanding	Wt.	Score
		Acceptable	Acceptable			
1. Qualifications and Experience of the Firm or Person	0.2	0.5	0.8	1		
a. Familiarity and experience of the firm with providing relevant commercial and residential plans reviews and commercial and residential inspections.				1	35	35
b. Qualifications and experience of the assigned.						
c. Experience and knowledge of the physical environment of the City.						
2. Technical Approach and Methodology						
a. Ability to perform services on time.				1	35	35
b. Ability to provide all required services and assimilate additional workloads.						
3. Fees to perform services			.8		30	24

Kelby

94

①

PANAMA CITY BEACH, FL - Request for Qualifications

RFQ# and Title Building Plan Review + Insp Services
 Firm EPCI

Criteria Element	Marginal			Exceeds		Wt.	Score
	0.2	0.5	0.8	Acceptable	Outstanding		
1. Qualifications and Experience of the Firm or Person					1		
a. Familiarity and experience of the firm with providing relevant commercial and residential plans reviews and commercial and residential inspections.			.8			35	28
b. Qualifications and experience of the assigned.							
c. Experience and knowledge of the physical environment of the City.							
2. Technical Approach and Methodology							
a. Ability to perform services on time.			.8			35	28
b. Ability to provide all required services and assimilate additional workloads.							
3. Fees to perform services					1	30	30

Kelly

86

2