

**CITY OF SANIBEL AGREEMENT TO PIGGYBACK OFF AGREEMENT FOR PLAN REVIEW
AND INSPECTION SERVICES BETWEEN CITY OF FORT LAUDERDALE AND C.A.P.
GOVERNMENT, INC. (ITB 360-1)**

THIS AGREEMENT ("Agreement") between **CITY OF SANIBEL** ("CITY" or "owner") and **C.A.P. GOVERNMENT, INC.** ("CONTRACTOR") is entered into on the date in which this Agreement is fully executed.

WHEREAS, the CITY has the legal authority to "piggyback" onto a contract procured by competitive bid process by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public; and

WHEREAS, the CITY requires the services of a vendor that can provide plan review and inspection services; and

WHEREAS, CONTRACTOR has previously entered into an agreement with the City of Fort Lauderdale, Florida, to provide plan review and inspection services, which agreement was finalized by virtue of the execution of a certain Agreement for Plan Review and Inspection Services premised upon its response to Invitation to Bid (ITB) #360-1, a true and correct copy of which is attached hereto as the 72-page Exhibit "A" (collectively, the "Contract"); and

WHEREAS, pursuant to Section III of the Contract, the initial term of the Contract is for three years, beginning May 16, 2025, through May 15, 2028, with the potential to renew the Contract for an additional two-year period; and

WHEREAS, the CITY desires to "piggyback" onto the above-referenced Contract between the CONTRACTOR and Fort Lauderdale, for utilization of the same or similar plan review and inspection services (on an hourly rate basis, but not an annual basis), and the CONTRACTOR consents to the aforesaid "piggybacking."

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above stated recitals are true and correct.

2. Except as otherwise stated herein, the terms and conditions of the Contract (including, without limitation, the hourly rate schedules in Exhibit B of the Contract) shall form the basis of this Agreement, with the CITY and the CONTRACTOR having all the rights, duties and obligations to one another as though the CITY was the original party to the Contract in place of Fort Lauderdale. The Contract is hereby incorporated into this Agreement, and if any provision of this Agreement conflicts with any provision of the Contract, then the terms, conditions, and provisions of this Agreement shall control.
3. No deviation from the Contract will be allowed, honored, or compensated unless accompanied by a written change order, signed by authorized representatives of both the CITY and the CONTRACTOR.
4. The terms and of the Contract are modified, amended, or supplemented as follows, to further address the CITY's replacement of Fort Lauderdale in the Contract:
 - a. Within Article VI(F), on page 7, replace the current reference for the Certificate Holder to:

City of Sanibel
800 Dunlop Road
Sanibel, FL 33957
 - b. Within Article VI(U), on page 13, replace "Broward County" with "Lee County" and replace "Southern District of Florida" with "Middle District of Florida"
 - c. With Article VI(DD), on page 16, contact for public records is amended so that questions regarding the application of Chapter 119, Florida Statutes, be directed to:

City Clerk Scotty Lynn Kelly
800 Dunlop Road
Sanibel, FL 33957
239.472.3700
Scotty.kelly@mysanibel.com
 - d. Within Article IV (GG), on page 19, notices for the City shall be to the City Manager and City Attorney at 800 Dunlop Road, Sanibel, FL 33957, with electronic copies to dana.souza@mysanibel.com and john.agnew@mysanibel.com.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement to be effective as of the date first above written.

CITY OF SANIBEL

C.A.P. GOVERNMENT, INC.

By: Dana Souza
Title: City Manager

By: _____
Title: _____

ATTEST

City Clerk

Approved as to form: _____
John D. Agnew, City Attorney

Date: _____