

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**Building Inspection, Plan Review, Code Enforcement Inspections and Building Officials**  
**Services**

THIS FIRST AMENDMENT (“Amendment”) to the Professional Services Agreement for Building Inspection, Plan Review, Code Enforcement Inspections and Building Officials Services (“Amendment”) is made as of \_\_\_\_\_, 2021, by and between the **City of Lake Worth Beach**, Florida, a Florida municipal corporation (“CITY”) and **C.A.P Government, Inc.**, a Florida Corporation (“CONSULTANT”).

**WHEREAS**, on October 16, 2018 after a competitive selection process under RFP 18-217, the CITY and CONSULTANT entered into a Professional Services Agreement for CONSULTANT to provide Building Inspection, Plan Review, Code Enforcement Inspections and Building Officials Services to the CITY (“Agreement”);

**WHEREAS**, the term of the Agreement was for three (3) years with one (1) additional year renewal; and

**WHEREAS**, the CITY and the CONSULTANT desire to amend the Agreement for an additional year commencing October 1, 2021 and ending September 30, 2022; and

**WHEREAS**, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and serves a valid public purpose.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONSULTANT agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Term of Agreement.** The CITY and the CONSULTANT agree the term of the Agreement is hereby extended to September 30, 2022.

3. **Scrutinized Companies.**

3.1 CONSULTANT certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONSULTANT or any of its subcontractors are found to have submitted a false certification; or if the CONSULTANT or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

3.2 If this Agreement is for one million dollars or more, the CONSULTANT certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in

business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONSULTANT, or any of its subcontractors are found to have submitted a false certification; or if the CONSULTANT or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

3.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

3.4 The CONSULTANT agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

3.5 The CONSULTANT agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONSULTANT shall immediately notify the CITY of the same.

3.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

4. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

5. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

6. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONSULTANT shall:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONSULTANT may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Professional Services Agreement for Building Inspection, Plan Review, Code Enforcement Inspections and Building Officials Services on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

**ATTEST:**

By: \_\_\_\_\_  
Betty Resch, Mayor

By: \_\_\_\_\_  
Melissa Coyne, Interim City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director



[Corporate Seal]

**C.A.P Government/Inc.**

By: \_\_\_\_\_  
Print Name: Carlos A. Penin, PE  
Title: President

STATE OF FLORIDA                    )  
COUNTY OF PALM BEACH         )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 14 day of July 2021, by Carlos A. Penin, PE, as the President [title] of C.A.P Government Inc., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

\_\_\_\_\_  
*Monica De Castro*  
Notary Public Signature

Notary Seal:

