

PROFESSIONAL SERVICES AGREEMENT
Building Department Inspection, Plan Review, Code Enforcement Inspections and
Building Official Services for Community Sustainability Department

THIS AGREEMENT (“Agreement”) is entered _____ by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **C.A.P. Government, Inc.**, a Florida corporation (“Consultant”), with its office located at 1910 N. Florida Mango Rd. West Palm Beach, FL 33409.

RECITALS

WHEREAS, the City issued Request for Proposal # 22-204 (“RFP”) for building department inspections, plan review, code enforcement inspections and building official services; and,

WHEREAS, the Consultant submitted a proposal in response to the RFP to provide the services as described and set out in the RFP; and,

WHEREAS, the Consultant is willing to provide appropriately licensed personnel to provide the City with building inspections, plan review, code enforcement inspections and building official services; and,

WHEREAS, the City desires to accept the Consultant’s proposal and enter a non-exclusive contract with the Consultant; and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES. As more specifically set forth in the RFP incorporated herein by reference and Scope of Services, which is attached hereto as **Exhibit “A”**, the Consultant shall provide the City with building inspections, plan review, code inspections and building official services.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant’s, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. **Term.** The term of this Agreement commences on October 1, 2022 and shall be for an initial term of three (3) years unless earlier terminated as stated herein. This Agreement may be extended by written amendment signed by both parties for additional two (2) one (1) year terms. The City Manager is authorized to approve an amendment to this Agreement to extend the term as set forth herein.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

c. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the Contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the cost associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify the Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever, however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. For services to be rendered under this Agreement, the Consultant shall be entitled to a fee for services provided and accepted by the CITY at the rates set forth in CONSULTANT's proposed rates which are attached as Exhibit "B". The rates set forth in **Exhibit "B"** shall remain fixed for the first three (3) years of this Agreement. If due to applicable price escalations and/or reductions which impact the Consultants' rates in Exhibit "B", the CITY and CONSULTANT may execute a written amendment to this Agreement to establish new rates for the renewal term(s). The City Manager may approve changes in the Consultant's rates based on the recommendation of the City's Community Sustainability Director or designee.

b. Should the CITY require additional services, not included in this Agreement, rates and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code and policy prior to any such additional services being provided by the CONSULTANT.

c. The CITY's ordering mechanism for the Scope of Work (including each order of specific services) under this Agreement will be by a City issued Purchase Order(s); however, the terms and conditions stated in a City issued Purchase Order(s) shall not apply. CONSULTANT shall not provide services under this Agreement without a City issued Purchase Order specifically for the stated services requested. Each Purchase Order shall be approved in accordance to the CITY's procurement code and policy. CONSULTANT shall provide the amount of requested goods and services listed in each CITY issued Purchase Order and not exceed amounts expressed on any Purchase Order. CONSULTANT shall be liable

for any excess goods, services or costs not specifically stated in the Purchase Order(s). The City's Fiscal Year ends on September 30th of each calendar year. The CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order(s) each Fiscal Year for required and approved goods and services.

d. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous week. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice. All invoices shall be submitted to:

Community Sustainability- Building Department
1900 2nd Avenue North
Lake Worth Beach, Florida 33461

With a copy to:

City of Lake Worth Beach
Finance Department
7 N. Dixie Highway
Lake Worth Beach, FL 33460

SECTION 6: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

SECTION 7: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 8: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 9: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 10: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must

have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

| <u>Type of Coverage</u> | <u>Amount of Coverage</u> |
|---|---|
| Professional Liability Insurance | \$1,000,000 per occurrence |
| Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury) | \$1, 000,000 per occurrence \$2,000,000 annual aggregate |
| Automobile (owned, non-owned, & hired) | \$ 1,000,000 single limits |
| Worker’s Compensation | \$ statutory limits |

The commercial general liability policy must name the City as an additional insured on a primary and non-contributory basis and for the performance of all services. Proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator’s fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant’s place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the City shall be sent to:

City of Lake Worth Beach
Attn: City Manager
7 North Dixie Highway
Lake Worth Beach, FL 33460

and if sent to the Consultant, shall be sent to:

C.A.P. Government Inc
Attn: Carlos A. Penin, PE
343 Almeria Avenue
Coral Gables FL. 33134

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of the terms of this Agreement and the Consultant's proposal (Exhibit "A"). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms of this Agreement and Exhibit "A", the terms of this Agreement shall prevail over Exhibit "A". Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the undersigned representative for the Consultant represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: PUBLIC RECORDS.

The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees 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 or designee, provide the City with a copy of the requested records or allow 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 this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT 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 custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITYCLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 33: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 34: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service,

technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 35: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 36: SCRUTINIZED COMPANIES.

(a) The 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.

(b) 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.

(c) The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) 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.

(e) 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.

(f) 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.

SECTION 37: 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 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 one (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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement building department inspections, plan review, code enforcement inspections and building official services as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, 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

CONSULTANT:

C.A.P. Government, Inc.

By: _____
Carlos A. Penin

[Corporate Seal]



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or
• online notarization on this 21st day of JUNE 2022, by Carlos A. Penin, as the
President C.A.P. Government, Inc., Florida Corporation, 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:

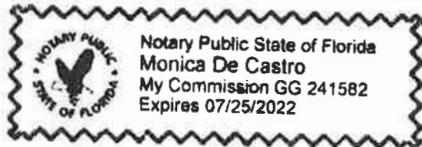


EXHIBIT “A”
Scope of Services

The Department for Community Sustainability’s Building Division and Code Compliance Division of the City of Lake Worth Beach, Florida, are requesting proposals from qualified entities to provide professional support services for building inspections, construction plan review, code enforcement inspections and Building Official services on an as needed basis. Consultant and its personnel shall be certified professionals and would need to hold a current, active licenses issued by the State of Florida for the discipline in which they will be providing services.

The City will off-set any and all amounts due and owing to the Consultant under this Agreement in the event the City must refund the aforementioned permit and inspection (and applicable surcharge) fees due to the Consultant’s, including the Consultant’s employees, officers, approved subcontractor, or any other person utilized by the Consultant under this Agreement, failure to timely notify the permit holder of the reason the work failed the inspection.

- 1) **Building Inspections:** All building inspectors shall be familiar with inspections in historic districts, inspection requirements for structures and properties that are located within a regulated flood plain of the City of Lake Worth Beach. Inspectors must have their own transportation, supplies and necessary all necessary equipment, including safety equipment to perform the services.
 - a. Requirements and Details:
 - i. The inspections must be performed on the scheduled date unless prior arrangements are made with the City’s Building Official.
 - ii. Results must be provided to the City before 5pm on the day they are performed; so the results can be entered in the City’s computer system.
 - iii. The City will provide the number and type of inspections inclusive of inspection sheets to Contractor after 4PM on the day prior to the scheduled/agreed inspection date.
 - iv. The Contractor shall be required to provide a detailed schedule of inspections for each day no later than 8AM on the day of the inspection. That schedule shall include the details of when inspection will take place.
 - v. Contractor shall return phone calls and emails from permit holders in reference to the code questions and inspection concerns. The Contractor must return all calls within the 24 hours of receipt.
 - vi. All inspections must verify work performed complies with all approved plans, applicable codes and City Ordinances.
 - vii. The Contractor shall be available by cell phone or email during regular business hours.

- 2) **Plan Review:** Plan reviewers will need to review the plans for code compliance in the disciplines of building, electrical, mechanical and plumbing. Plans will be sent by the City to the Contractor digitally for review by email or other type of file transfer (i.e. dropbox). Plan reviews must be complete and done in a timely manner by the Contractor and as provided for in the Florida Statues. Plan review comments shall be sent by the Contractor to the City in a PDF format so that the comments can be entered in the City’s permit system and sent to the permit holder. The Contractor

shall be a resource to applicants on submittal requirements and be available throughout the process until the review is complete.

- 3) **Code Enforcement Services:** Inspections for deficient property standards.
- a. Requirements and Details:
 - i. Inspections that reflect least favorable and poorest conditions (The City will be giving priority to worst conditions first)
 - ii. Use and Occupancy Inspections for Business Licenses
 - iii. Enforcement of City of Lake Worth Beach Municipal Code
 - iv. Enforcement of remedial services which include lot clearing, boarding of buildings and demolition of structures
 - v. Enforcement of chronic nuisance properties which are defined as properties that have a pattern of nuisance activity, as related to alcoholic beverages, noise, sexual offenders and predators, dangerous dogs, battery, etc., calls for service to a property for law enforcement, fire, medic or other emergency personnel to assist individuals, who display the symptoms of an overdose or failure to comply with a code enforcement order entered by the Special Magistrate.
 - vi. Respond to and investigate code violations
 - vii. Post violation notices and provide initial citizen notifications and follow-up inspections
 - viii. Provide monthly written reports to the City that include digital photos of violations and actions taken. This report shall be provided to the City by the 15th of every month.
 - ix. Prepare cases for court appearances, provide presentations for Special Magistrate meetings and attend meetings as requested by the City
- 4) **Building Official:** Building Official services would be on an as needed basis as required by the City. Building official duties are provided in below job description. The City reserves the right to adjust the responsibilities as appropriate.

Building Official Duties & Responsibilities:

- 1. Interprets and establishes policies for the operation of the Building Services Division and Department.
- 2. Makes final interpretation of building codes, statutes and regulations dealing with construction of structures.
- 3. Manages technical and administrative staff in the enforcement of various City ordinances related to building codes and business tax certificate regulations. Supervises the activities of assigned staff. Writes and conducts performance evaluations.
- 4. Schedules employees, assigns work and monitors progress. Guides and develops employees in the accomplishment of their duties.
- 5. Prepares division budget; oversees and monitors expenditures.
- 6. Recommends changes and prepares revisions to codes in order to maintain modern and up-to-date construction standards.

7. Acts as advisor to the City Manager and Director of Community Sustainability regarding questions of building and other allied codes, statutes and ordinances.
8. Coordinates with the City Attorney's Office on court cases involving enforcement of City building codes and business tax certificates (receipts).
9. Interprets policies and advises developers, contractors, builders and the general public on City and departmental policies and procedures necessary for compliance.
10. Develops and establishes regulations for the enforcement of business tax certificates (receipts).
11. Acts as the City representative to the Building Board of Adjustment and Appeals and provides staff support.
12. Serves as the City's Floodplain administrator.
13. Maintains Community Rating System (CRS) for City.
14. Other duties as assigned to achieve the goals and objects of the Department.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of modern practices and methods employed in building, gas, mechanical, electrical, plumbing, energy, ADA accessibility and related codes.
- Knowledge of modern principles, practices and techniques of inspection and plan review activities, civil engineering and architecture.
- Knowledge of supervisory and management principles and practices.
- Knowledge of city and state laws and regulations governing all phases and types of construction.
- Skill in problem solving.
- Skill in developing and implementing new policies, procedures and programs.
- Skill in enforcing building codes and regulations in a tactful and impartial manner.
- Skill in analyzing trends.
- Skills in applying appropriate public relations techniques as situations warrant.
- Ability to express ideas clearly when providing oral and written reports and recommendations on administrative, financial, and technical issues.
- Ability to establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT: Position involves moderate work generally in an office setting. There is frequent need to stand, walk, sit, talk or hear, use hands to finger, handle or feel, lift (up to 50 pounds) and perform other similar actions during the course of the workday. The City of Lake Worth Beach promotes a drug/ alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS: Bachelor's degree from an accredited college or university with a major in Architecture, Engineering or related field and eight (8) years of progressively responsible building code enforcement experience, including three (3) years managerial experience, or any equivalent combination of training and experience. State of Florida licensure as a Building Code Administrator or Certified Building Official with ability to obtain State licensure as Building Code Administrator and certified Floodplain Manager within one year of employment. A valid Florida driver's license is required. National Incident Management System (NIMS) Series IS 100, IS 200, IS 559, IS 700, IS 800, G-300, G-400 certifications must be attained within 1 year and others as needed for EOC position assigned.

OTHER CONTRACT REQUIREMENTS:

All Consultants shall be required to provide the following prior to the contract award:

- 1) Copies of all the state certificates of those who are performing the services.
- 2) Copy of Certificate of Insurance as required in solicitation document and proposed contract
- 3) Copy of the inspector's signature on file for verification that the inspector did sign the permit card.
- 4) Contact information for the inspectors for the City's Building Department office personnel use only.

Contractor's Inspectors will be required to wear some type of uniform identifying the company they are working of and their name.

EXHIBIT "B"
Consultants Rate Schedule

EXHIBIT "A-1"

RFP # 22-204
BUILDING DEPARTMENT INSPECTIONS, PLAN REVIEW, CODE ENFORCEMENT
INSPECTIONS AND BUILDING OFFICIAL SERVICES

RATE SCHEDULE

| Item No | Type | HOURLY RATE* |
|----------------|----------------------|---------------------|
| 1. | Building Inspections | \$ 80.00 |
| 2. | Plan Review | \$ 85.00 |
| 3. | Code Enforcement | \$ 75.00 |
| 4. | Building Official | \$ 90.00 |
| | | |

* Hourly rate shall be inclusive of all Respondents expenses to provide required services for the time while performing inspections. The City will not be covering any reimbursable expenses outside of the hourly rates for inspections.