

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Building Department Inspection, Plan Review, Code Enforcement Inspections and
Building Official Services for Community Sustainability Department)

THIS FIRST AMENDMENT to the PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on 10/15/2025, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **C.A.P. Governmental, Inc** a corporation authorized to do business in the State of Florida (“Consultant”).

RECITALS

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

WHEREAS, on September 15, 2022, the CITY and Consultant entered into a Professional Services Agreement for the Consultant to provide building department inspections, plan review, code enforcement inspections and building official services to commence October 1, 2022 (“Agreement”); and

WHEREAS, the term of the agreement was for three (3) years with an option to extend the term for additional two (2) one (1) year terms; and

WHEREAS, the CONSULTANT submitted a new rate schedule for the pricing to be provided under this amendment, which rates are attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, the CITY has reviewed the new unit prices proposed by CONSULTANT and based on the CITY’s review of similar services from other vendors and pricing in the current marketplace, the CITY finds such unit prices to be fair and reasonable and acceptable to the CITY; and,

WHEREAS, the CITY and the CONSULTANT wish to amend the Agreement to extend the Agreement for an additional one (1) year; with the same terms and conditions and new pricing; 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 premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties hereto, the City and the Consultant agree to amend the Agreement as follows:

1. **Recitals.** The above Recitals are incorporated into this Agreement as true and correct statements.
2. **Term.** The parties agree that the term of the Agreement is hereby effective as of October 1, 2025, and extended to September 31, 2026.
3. **Scrutinized Companies.** In addition to the certification provided in paragraph 36 of the Agreement, the CONSULTANT also certifies that it and its subcontractors are not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List and acknowledges the CITY may immediately terminate the Agreement for false certification or if CONSULTANT or any of its subcontractors are placed on this list during the term of the Agreement.
4. Paragraph 37 of the Agreement is hereby deleted in its entirety and replaced with the following.
E-Verify. Pursuant to Section 448.095(5), Florida Statutes, 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 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 stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
 - 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 Sections 448.09(1) and 448.095, Florida Statutes;
 - e. Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and,
 - f. Be aware that if the CITY terminates this Agreement under Section 448.095(5)(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 this Agreement.
5. **Compliance with Section 787.06.** By signing the Agreement before a notary public and taking an oath under the penalty of perjury, the CONSULTANT attests and warrants that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).
6. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement and this First 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 First 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 remain in full force and effect.
7. **Counterparts.** This First 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 First Amendment electronically and provide a copy to the other via facsimile or email and such signature is as valid as the original signature of such party.

REMAINDER OF THIS PAGE LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment for 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: Jamie Brown

Jamie Brown Interim City Manager

ATTEST:

By: Melissa Ann Coyne, MMC
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Elizabeth Lenihan
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY:

By: Yannick Ngendahayo
Yannick Ngendahayo, Financial Services Director

CONSULTANT:

C.A.P. Governmental, Inc

By: [Signature]
Authorized Representative



[Corporate Seal]

STATE OF Florida)
COUNTY OF Miami-Dade)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 18th day of September 2025, by Carlos A. Penin, PE, as the President [title] of C.A.P. Governmental, 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 under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind C.A.P. Governmental, Inc, to the same.

[Signature]
Notary Public Signature

Notary Seal:

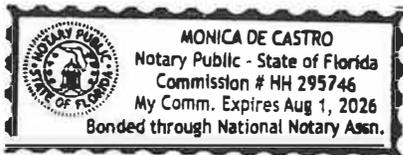


Exhibit "A"
Consultants' Rate Schedule

RATE SCHEDULE

Item No	Type	HOURLY RATE*
1.	Building Inspections	\$92.00
2.	Plan Review	\$97.00
3.	Code Enforcement	\$85.00
4.	Building Official	\$120.00

* 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.