

RESOLUTION NO. 108-12-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO RENEW THE TOWN'S CONTRACT WITH C.A.P. GOVERNMENT SERVICES FOR BUILDING OFFICIAL, INSPECTIONS AND RELATED SERVICES FOR AN ADDITIONAL THREE YEARS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town executed a Contract for Services (the Contract) for Building Official, Inspection and Related Services with C.A.P. Government Services ("Contractor") on January 4, 2021; and

WHEREAS, the Town amended the Contract by entering into a First Amendment on September 8, 2022, and

WHEREAS, Article 2 of the Contract provides that the parties may renew the Contract for one additional three year term upon the same terms and conditions contained in the original contract by providing written notice to the Contractor at least 30 days prior to the expiration of the initial term; and

WHEREAS, a letter of intent to renew was issued to the Contractor by the Town on December 4, 2023 indicating that the Town intended to renew the Contract for a three year term based upon the original terms and conditions of the original Contract, copies of which are attached hereto and incorporated herein as **Exhibit "A"**.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Section 1. The whereas clauses are hereby incorporated herein as true and correct.

Section 2. The Mayor is authorized to execute an amendment to the Contract to extend it for an additional three-year term based upon terms of the Contract which is attached hereto and incorporated herein as **Exhibit "A"**.

Section 3. This Resolution shall take effect upon execution.

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The foregoing Resolution was offered by Commissioner Thomas, who moved its adoption. The motion was seconded by Commissioner Linden, and upon being put to a roll call vote, the vote was as follows:

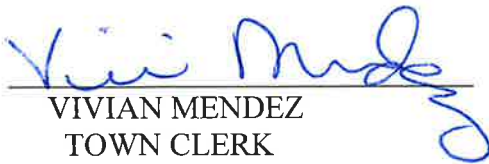
| | AYE | NAY |
|---|----------|-----|
| MAYOR ROGER D. MICHAUD | <u>✓</u> | ___ |
| VICE-MAYOR KIMBERLY GLAS-CASTRO | <u>✓</u> | ___ |
| COMMISSIONER JOHN LINDEN | <u>✓</u> | ___ |
| COMMISSIONER MARY BETH TAYLOR <i>absent</i> | ___ | ___ |
| COMMISSIONER JUDITH E. THOMAS | <u>✓</u> | ___ |

The Town Commission thereupon declared the foregoing Resolution 108-12-23 duly passed and adopted this 20 day of December, 2023.

TOWN OF LAKE PARK, FLORIDA

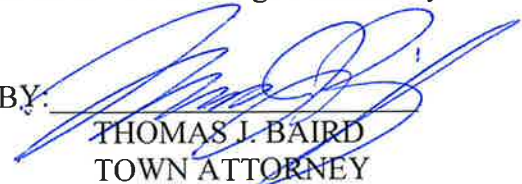
BY: 
ROGER D. MICHAUD
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



Community
Development
Department

December 4, 2023

TO: Carlos A. Penin, P.E.
C.A.P. Government, Inc.
343 Almeida Avenue
Coral Gables, FL 33134

RE: C.A.P. Contract Renewal

Please let this serve as written confirmation from the Town of our intention to bring forward a contract renewal request to the Town Commission. The contract renewal will be a one-time, three year term contract renewal. The contract renewal will be made upon the same terms and conditions contained in the original and amended contracts (Resolution 75-10-20 and Resolution 59-09-22). The Commission will consider the contract renewal at their December 20, 2023 meeting. This meeting commences at 6:30pm at Town Hall located at 535 Park Avenue, Lake Park, FL 33403. C.A.P. should be present to answer any questions the Town Commission may have.

Thank you.

Regards,

A handwritten signature in black ink, appearing to read "Nadia Di Tommaso".

Nadia Di Tommaso
Community Development Director

Enclosure(s): Resolution 75-10-20
Resolution 59-09-22

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3318
Fax: (561) 881-3323

www.lakeparkflorida.gov

RESOLUTION NO. 75-10-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING OFFICIAL/INSPECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on September 2, 2020, the Town of Lake Park (the Town) advertised a Request for Proposal seeking firms or individuals who could provide the professional Building Official/Inspection services; and

WHEREAS, the Town received proposals from four firms which were opened on October 2, 2020; and

WHEREAS, the Town's Evaluation Committee scored the four proposals at its October 6, 2020, Evaluation Committee Meeting; and

WHEREAS, the Town's Evaluation Committee ranked C.A.P. Government, Inc., the highest amongst the four firms who submitted proposals; and

WHEREAS, the Evaluation Committee recommends that the Commission select C.A.P. Government, Inc. to provide Building Official/Inspection services to the Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida

Section 1: The whereas clauses are incorporated herein.

Section 2: The Mayor is hereby authorized and directed to execute a Contract for Services with C.A.P. Government, Inc., a copy of which is attached hereto and incorporated herein as "Exhibit A".

Section 3: This Resolution shall take effect upon its adoption.

The foregoing Resolution was offered by Commissioner Linden, who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

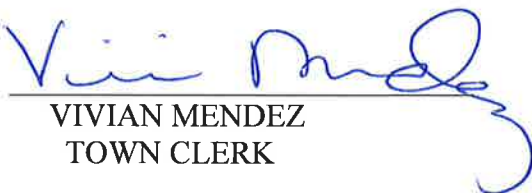
| | AYE | NAY |
|---------------------------------|---------------|----------|
| MAYOR MICHAEL O'ROURKE | <u>/</u> | <u>—</u> |
| VICE-MAYOR KIMBERLY GLAS-CASTRO | <u>/</u> | <u>—</u> |
| COMMISSIONER ERIN FLAHERTY | <u>Absent</u> | <u>—</u> |
| COMMISSIONER JOHN LINDEN | <u>/</u> | <u>—</u> |
| COMMISSIONER ROGER MICHAUD | <u>/</u> | <u>—</u> |

The Town Commission thereupon declared the foregoing Resolution No. 75-10-20 duly passed and adopted this 16 day of December, 2020.

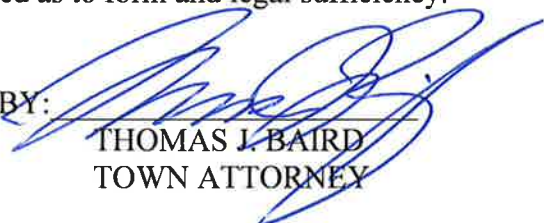
TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



Code Enforcement (including testimony at Special Magistrate Hearings) – does not include normal day-to-day Building Official duties such as stop work orders and associated inspections \$70.00 Per hour

Drainage Systems (including enforcement of all MS4 NPDES Permit requirements) \$78.50 Per hour

INSPECTIONS

Inspection scheduling, logging and all associated follow-up shall be handled by CONTRACTOR. The Town shall provide the CONTRACTOR with electronic copies all permits issued for inspection scheduling purposes. CONTRACTOR shall provide the TOWN with daily electronic inspection results. Failed inspections shall be charged a fee pursuant to the Town’s fee schedule. These payments shall be handled by the TOWN. Inspections shall be scheduled through the CONTRACTOR one business day prior by 4:00pm for the following business day (Town permits will reflect CONTRACTOR contact information for inspection scheduling purposes). Inspections shall be conducted by CONTRACTOR daily, Monday through Friday, except holidays, between the hours of 8:00am-12:00pm for inspections requested in the AM and between 12:00pm-5:00pm for inspections requested in the PM. Disputes on failed inspections shall be reviewed by the Town’s Community Development Director for a final determination. In these instances, CONTRACTOR is responsible for informing the TOWN and providing all relevant information for review.

The TOWN’S representative/liaison during the performance of this Contract shall be the Community Development Director.

ARTICLE 2. TERM/COMMENCEMENT DATE

This agreement shall become effective January 4, 2021 and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Article 4. The TOWN shall have the option to renew this Agreement for one (1) additional three (3) year period upon the same terms and conditions contained herein by providing written notice to CONTRACTOR at least thirty (30) days prior to the expiration of the initial term.

ARTICLE 3. COMPENSATION TO CONTRACTOR

- A. Generally - The TOWN agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. CONTRACTOR’S Proposal is incorporated herein by reference. The total and cumulative amount of this contract shall not exceed the amount of funds budgeted for these services nor shall said fees exceed the amounts as set forth in the Proposal.

- B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the TOWN’S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the TOWN in advance for each

payment period. Invoices will normally be paid within thirty (30) days following the TOWN representative's approval. Revenue-Sharing payments will be made by the 15th of each month for the prior month's revenue and shall be documented to the Contractor with a copy of the Finance Department's intake log.

ARTICLE 4. TERMINATION

This Contract may be cancelled by the CONTRACTOR upon thirty (30) days' prior written notice to the TOWN'S representative in the event of substantial failure by the TOWN to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR or upon ninety (90) days' prior written notice in the event the TOWN is in compliance with the terms of this Contract. It may also be terminated, in whole or in part, by the TOWN, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the TOWN'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the TOWN, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5. PERSONNEL

- A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.
- B. All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- C. The CONTRACTOR warrants that all services shall be performed by skilled, licensed and competent personnel to the highest professional standards in the field.
- D. All of the CONTRACTOR'S personnel (and all Subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security.

ARTICLE 6. INSURANCE

- A. Prior to execution of this Contract by the TOWN the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TOWN'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

The CONTRACTOR shall maintain during the life of this contract:

Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable State and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee.

Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.

Business auto liability of \$1,000,000.00 per occurrence or combined single limit for bodily injury and property damage liability. This insurance shall be an "any-auto" policy including hired and non-owned auto liability coverage.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONTRACTOR shall notify the TOWN in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONTRACTOR acknowledges that the TOWN is relying on the competence of the CONTRACTOR to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONTRACTOR'S negligent errors and omissions, CONTRACTOR shall promptly rectify them at no cost to TOWN and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

The TOWN OF LAKE PARK shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the TOWN shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies. A complete certified copy of the insurance policy(ies) is required.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+, of which evidence shall be provided to the TOWN's representative. All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance. Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the CONTRACTOR and the town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

ARTICLE 7. INDEMNIFICATION/HOLD HARMLESS

- A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. The CONTRACTOR shall not be required to indemnify the TOWN, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

ARTICLE 8. SUCCESSORS AND ASSIGNS

The TOWN and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the TOWN nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the CONTRACTOR.

ARTICLE 9. REMEDIES

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.

ARTICLE 10. EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the TOWN shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the TOWN'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 11. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the TOWN shall be that of an Independent Contractor and not as employees or agents of the TOWN.

- B. The CONTRACTOR does not have the power or authority to bind the TOWN in any promise, agreement or representation other than as specifically provided for in this agreement.

ARTICLE 12. NONDISCRIMINATION

The CONTRACTOR 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.

ARTICLE 13. ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 14. AUTHORITY TO CONDUCT BUSINESS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN'S representative upon request.

ARTICLE 15. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

ARTICLE 17. MODIFICATIONS OF WORK

The TOWN reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the TOWN'S notification of a contemplated change, the CONTRACTOR shall, in writing, provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

If the TOWN elects to make the change, the TOWN shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the Town of Lake Park.

ARTICLE 18. NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the TOWN shall be mailed to:

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33410
Attention: John D'Agostino/Town Manager

and if sent to the CONTRACTOR shall be mailed to:

C.A.P. Government, Inc.

(Main Address in Palm Beach County)
1910 N. Florida Mango Rd.
West Palm Beach, FL 33409
Attention: Carlos A. Penin, P.E.

(Address to use for Notices)

343 Almeria Avenue
Coral Gables, FL 33134
Attention: Carlos A. Penin, P.E.

ARTICLE 19. ENTIRETY OF CONTRACTUAL AGREEMENT

The TOWN and the CONTRACTOR agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

ARTICLE 20. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the TOWN'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the TOWN or employees of the TOWN, the CONTRACTOR shall provide any necessary materials to maintain such protection.

ARTICLE 21. WAIVER

Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of TOWN'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 22. PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 23. MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and TOWN may at its option and without notice terminate this Contract.

ARTICLE 24. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract incorporates the terms of the Request for Proposals issued by the TOWN and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 25. DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the TOWN which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

- B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the TOWN of the occurrence of any event of within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 26. AUDITS

If applicable, the Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, United States Department of Energy or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. All Town-related records, whether paper or electronic are deemed Town property and must be provided to the Town upon request or termination of Contract.

ARTICLE 27. LEGAL EFFECT

This Contract shall not become binding and effective until approved by the TOWN Commission of the TOWN of Lake Park or its designated representative.

ARTICLE 28. REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR represents that the person executing this Agreement has the power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 29. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof, may demand and obtain records and testimony from the CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of contractor or its subcontractors to

fully cooperate with the Inspector General when requested may be deemed by the TOWN to be a material breach of the Contract Documents justifying termination.

ARTICLE 30. PUBLIC RECORDS

The CONTRACTOR is required to:

- A. Keep and maintain public records required by the Town to perform the service.
- B. Upon the request of the Town's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- C. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Contract, and following completion of this Contract if the CONTRACTOR does not transfer the records which are part of this Contract to the Town.
- D. Upon the completion of the term of the Contract, transfer, at no cost, to the Town all public records in possession of the CONTRACTOR; or keep and maintain the public records associated with the services provided for in the Contract. If the CONTRACTOR transfers all public records to the Town upon completion of the term of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the CONTRACTOR keeps and maintains public records upon completion of the term of the Contract, the CONTRACTOR shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.
- E. IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

TOWN OF LAKE PARK

CONTRACTOR:

BY: [Signature]
MAYOR

BY: [Signature]
Name: Carlos A. Penin ,PE
Title: President

ATTEST:

BY: [Signature]
TOWN CLERK

WITNESSED BY: [Signature]
Print Name: Chris Ellison



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: [Signature]
TOWN ATTORNEY

ATTACHMENT “A”
Scope of Work/Specifications Section of the RFP

(FROM RFP #110-2020)

Each Proposal shall demonstrate the Offeror's experience in providing the requested services listed herein. Such experience shall include, but is not be limited to:

The Town of Lake Park requests proposals from all qualified and interested Offerors with the experience and technical qualifications to provide comprehensive Community Development Building Official Services, Inspections and related services. Offerors shall have the capability of providing personnel possessing all licenses and certifications required by Florida Statutes. Work will be performed within the Town of Lake Park. The selected Offeror will be responsible for all Building-related services including, but not limited to, permit reviews, plans examining, Building Official duties in accordance with state statutory provisions, building inspections, code enforcement inspections related to the Florida Building Code, drainage system inspections (registered floodplain manager is beneficial to assist with floodplain administration), natural disaster inspections and building damage assessments (will act as critical staff in the event of natural disaster) and all communications and meetings required by the Town involving these Building Division responsibilities and projects.

*In the two fiscal year period from October 1, 2018 through September 30, 2019 (FY 19) AND October 1, 2019 through present (FY 20 - with only 1 month remaining this fiscal year), the Town of Lake Park collected gross amounts of approximately **\$296,000 for FY 19** and approximately **\$261,000 for FY 20** (with one month remaining – FY 20 was also quite unique due to COVID and associated closures) in Building Permits, re-inspections, and plan revision/sub-permit fees, Total revenue is anticipated to be on the rise for FY 21.*

Building Official

The Offeror shall be responsible for providing a qualified Building Official, with a minimum of 10 (ten) years experience in the construction industry, who is responsible for ensuring compliance with the Florida Building Code; federal, state and local ordinances; and statutes regarding health, safety and welfare; and Federal Emergency Management Contractor requirements. The Building Official provides direct regulatory responsibilities for plan review, inspections and enforcement. Other specific duties include but are not limited to:

- Responsible for assisting in the permitting process established by the Town with regulatory administration of plan review, enforcement, inspection of building construction, and alteration projects that require compliance with state and local codes;
- Coordinating inspections and serving as technical advisor for the building department, as well as generating building reports, issuing all types of construction permits as appropriate, preparing certified letters, documents, in-house memos and form updates associated with Building Department activities/actions.
- Liaison to the construction industry, State, contractors and the general public, and providing direct customer service in person or by telephone/e-mail;
- Providing administrative guidance to technical and clerical staff engaged in construction, permitting, inspection and recording of data;

- Reviewing State Statutes affecting construction and determines the impact on the Town and Department; and
- Reviewing, researching, and making recommendations for approval of adoption of departmental policies regarding issuing of permits, licensing of contractors and inspection procedures and serving as an expert witness as the Town’s Building Official, when needed by the Town.
- Assisting the Town in its participation in the National Flood Insurance Program’s (“NFIP”) Community Rating System (“CRS”), including, but not limited to, attending and participating in all NFIP meetings and audits alongside the Town’s Floodplain Administrator.
- Maintaining all National Incident Management System (NIMS) certifications

Plans Examiner

The Offeror shall be responsible for providing a qualified plans examiner, with a minimum 5 (five) years experience in the construction industry, who will enforce the current Florida Building Code and Town of Lake Park Code of Ordinances, specifically including the Zoning Code regulations in working with Community Development staff. This position reviews all construction trade plans for new single and multiple-family dwellings, all new non-residential development and all residential and non-residential additions/re-models for compliance with codes. Other duties include determining building permit valuations for inspected construction projects, impact fee calculations and providing the Town with recommended code revisions that are either desirable or required.

Building Inspector

The Offeror shall be responsible for providing qualified inspector(s), with a minimum 5 (five) years experience in the construction industry, who shall have knowledge of, and comply with, the laws and regulations relating to the enforcement of the current Florida Building Code and the Ordinances of the Town. The Offeror must provide both residential and commercial licensed inspector/s whose combined certifications include all trades (commercial building, electrical, plumbing, mechanical, and one, two and multi-family dwellings). Inspections shall include new building construction, repair, addition, remodeling, demolition or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by State law or Town codes. Change of occupancy inspections for businesses shall also be included. Other duties include complaint investigations, hazardous building inspections and assistance with the prosecution of building code and hazardous building violations.

Additional Services

The Offeror shall be responsible for providing qualified individuals to perform the following additional services:

1. Natural disaster services, including inspections and post-disaster building/property damage assessments.
2. Code enforcement inspections, including testimony at Special Magistrate hearing (as necessary)

3. Inspection of Stormwater Drainage Facilities (qualified individual shall be familiar with the requirements of the Palm Beach County Municipal Separate Stormwater System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit).

Personnel and Equipment:

Contract employees shall be neat and clean in appearance and shall display their identification to the public and keep such identification on their person at all times. All employees assigned to this contract shall be physically able to perform all job requirements and conduct themselves in a courteous, positive and professional manner. Professional and personal behavior of contract staff shall be in keeping with the Town's expected conduct guidelines and personnel policies. Any staff member that does not perform in accordance with the Town's standards may be removed at the request of the Town. The Inspector(s) and Plans Examiner shall only perform building code inspections and plan reviews that are within the disciplines covered by such individual's license or certification pursuant to Florida Statute (Chapters 468, 471 or 481).

The Offeror shall provide its general employee background check policy, the background services company name, pre-employment testing procedures, current employee screening methods, and a list of any offenses that would exclude someone from employment with the Offeror. All field personnel are required to pass a Level Two (2) background check as per Chapter 435, Florida Statutes. Verification of background check and current list of employees that will be used on this contract shall be provided upon award. The employee list will need to be updated anytime there is a change in/addition to staff.

The Town shall provide a desk, phone and computer (may be in separate areas) with internet access at Town Hall during on-site office hours.

Timeframes:

During the course of performing Building Division services, the following response times shall be adhered to:

1. Responses to public inquiries (same business day, or within one business days or scheduled appointment during on-site office hours).
2. Plan review (within one to five business days depending on the nature of the permit).
3. Inspections (all inspections are to be scheduled and performed on the next business day for requests made prior to 4:00 p.m. the prior day). The inspection system shall reflect the most current information.

Performance Standards:

This subsection provides a summary of the minimum performance standards for the Offeror. Final provisions shall be determined during contract negotiations:

1. Under normal circumstances, all inspections shall be conducted within the regular business hours of 8:30am to 5:00pm, Monday through Friday, and inspection results made available by 10:00am the following business day.
2. Offeror shall provide a Building Official and/or Building Inspector on-site at Town Hall for a minimum of one (1) hour, five (5) days a week and be available by telephone or on-call at all other times during regular business hours.

3. Inspector(s), Plans Examiner and Building Official shall maintain appropriate licensure in accordance with Florida State Statues.
4. Workloads for the Inspector(s) and Plans Examiner will vary based on need; and inspections performed should also take place during inclement weather, unless natural disaster or unsafe conditions require suspension of such activities by the Town. Information regarding post-natural disaster required assessments included herein.
5. Efficient and courteous customer service standards are an integral part of public interaction. Requests for information and service shall receive a timely reply. The following standards shall be adhered to or exceeded whenever possible. Responses to customer inquiries will be provided within one (1) business day of receipt. Customer appointments shall be promptly attended as per pre-scheduled times.
6. All personnel performing services shall be fluent in English.
7. The Offeror shall work with the Town to continuously upgrade a program of disseminating information to keep contractors and members of the public aware of any and all code changes, and the logic underlying the changes.
8. Offeror employees shall maintain all necessary licensure and certifications required to perform under this Contract. Proof of such licensure/certifications and subsequent renewals shall be submitted to the Town of Lake Park.
9. All sketches, tracings, drawing, computation details, designs, calculations, records from inspections, work papers and other documents and plans that result from the Offeror providing services shall be the property of the Town.
10. The Offeror shall coordinate activities with the Florida Building Commission as needed.
11. The Offeror shall coordinate activities with the Palm Beach County Fire Department Staff.
12. The Town prefers that the Offeror review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA.
13. The Town prefers that the Offeror maintain the necessary education/certification and data to ensure an acceptable ISO (Insurance Service Office) rating.

ATTACHMENT "B"

Town Fee Schedule

(future amendments may supersede this version)

_____ = Revenue-Sharing Items / _____ = Reimbursed 100% to CONTRACTOR, pursuant to contracted hourly rates / _____ (no shading) = Retained 100% by the TOWN

| Building Permit Fees | | |
|--|--|---|
| The Permit Fee Schedule shall be based on total valuation as follows: | | |
| No. | TYPE OF FEE | FEE |
| | Base Fee for Zoning Reviews Only (for example commercial paint permits, or landscape permits) and for Telecommunication permit applications. | \$100 (State surcharge does not apply) |
| | Minimum Permit Fee up to \$2,499.00 in value | \$100.00 |
| | \$2,500.00 - \$999,999.00 in value | \$100.00 plus 2.0% |
| | \$1,000,000 and up in value | \$100.00 plus 1.25% |
| If a building permit requires Engineering review, this will be assessed at an additional fee per the Town's Engineering contract, with a minimum one (1)-hour charge. | | |
| All permit applications will include required inspections in the permit fee. If additional non-permit related inspections: zoning certificate inspections; structural code compliance inspections; fire damage inspections; courtesy inspections; and all other inspections not otherwise listed are required, an inspection fee will be assessed. | | |
| | Re-inspection Fee | \$75.00 |
| | Low-Voltage alarm system permit or low-voltage electric fence | As defined by Florida State Statute |
| Additional Permit-Related Fees | | |
| | Permit Revision Administrative Fee utilizing the same Permit number | \$50.00 |
| | Sub-Permit Administrative Fee | \$50.00 |
| | Administrative Fee for Permit Renewal/Reissuance | \$60.00 |
| ADDITIONAL PLAN REVIEW & RELATED SERVICES FEE for non-permit related | | |
| Building Official; Plans Examiner; Building Inspector; and Related Services Per hour fee based on Town Contract, minimum half-hour charge. | | |
| Holiday/Weekend Inspections (minimum three (3)-hour charge) Per hour fee based on Town Contract | | |

| PERMIT PENALTIES | | |
|--|--|----------|
| Any person who commences any work on a building or structure where a building or sign permit is required, who has not obtained the prior written approval from the Town's Building Official, or has not obtained the required building or sign permit shall be subject to the assessment of a penalty of two times (2Xs) the required permit fees listed herein, in addition to the regular permit fees. | | |
| MOVING PERMIT FEES: | | |
| | For the moving of any building or structure exceeding 500 Sq Ft the Permit Fee shall be: | \$500.00 |
| CONTRACTOR REGISTRATION FEES: | | |
| | With Palm Beach County registration with a "W" designation | \$2.00 |
| | All Other Contractors | \$10.00 |
| SIGN PERMIT FEES: | | |
| | Minimum Permit Fee up to \$ 3,000.00 in value | \$100.00 |
| | \$3,000.00 and up in value | \$200.00 |
| | Window Signage (per store window frontage) | \$50.00 |

**TOWN OF LAKE PARK
REQUEST FOR PROPOSALS (RFP)
PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed proposals for:

**COMMUNITY DEVELOPMENT BUILDING OFFICIAL,
INSPECTIONS AND RELATED SERVICES
TOWN OF LAKE PARK
Town Bid Proposal No. 110-2020**

Notice is hereby given that the Town of Lake Park is soliciting proposals for Community Development Building Official, Inspections and Related Services. Proposals may be mailed by regular or express mail counter service or hand delivered to the Town of Lake Park at 535 Park Avenue, Lake Park, Florida 33403. **All sealed proposals must be submitted with one original unbound, tabbed, and clipped version that includes a title page listing the name of the RFP and identifying the Offeror. Additionally, Offerors shall submit four (4) bound and tabbed copies and one digital PDF on a labeled CD/DVD or thumb drive. PROPOSAL ENVELOPES MUST BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE AS:**

**“COMMUNITY DEVELOPMENT BUILDING OFFICIAL,
INSPECTIONS AND RELATED SERVICES
TOWN OF LAKE PARK
Town Bid Proposal No. 110-2020”**

Proposals shall be sent to the following address:

Town of Lake Park
Office of the Town Clerk
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

(see RFP packet for additional originating Department information)

Pre-bid informational meeting: No mandatory pre-bid meeting. Questions shall be submitted through the Town Clerk's Office.

A response to a competitive solicitation shall be directed to the attention of the Town Clerk and submitted by 10AM EST on or before Friday, October 2, 2020. Any response received after the deadline, or which is submitted at a location other than at the location specified in the solicitation shall be deemed unresponsive and shall be returned unopened to the offeror. It shall be the offeror's sole responsibility to ensure that its response reaches the specified place for receipt of responses to solicitations and by the time specified in the solicitation document. The town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or a town employee to successfully deliver a response, or for a mistake in the delivery of a response to a location other than the location designated in the solicitation.

Receipt of a Proposal by any Town office, receptionist, or personnel, other than the Office of the Town Clerk shall not constitute "submittal" as required by this solicitation. The Town Clerk's time stamp shall be conclusive as to the timeliness of each submission.

Proposal Documents

Offerors desiring copies of the RFP document for use in preparing a proposal may request a copy by calling the Office of the Town Clerk at (561) 881-3311, 8:30 AM to 5:00 PM Eastern Standard Time, Monday through Friday, or emailing townclerk@lakeparkflorida.gov. All correspondence and requests for information regarding this RFP shall be submitted in writing by regular mail or via email to townclerk@lakeparkflorida.gov.

All offerors are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town requests for proposal, and that any such use by an unauthorized person or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All offerors are advised the Town will not supply or sell materials to offerors in connection with submission or preparation of Proposals, or any other matter, including but not limited to envelopes, labels or tape.

Notice of the intent to award, along with a tabulation of the results of an evaluation, shall be posted by the Town Clerk on the Town's website at least five business days prior to the commission's consideration of an award. The Town Clerk shall also provide all offerors affected by the proposed award written notice of the intent to award by email at the same time as the notice of intent to award is posted on the Town's website.

The Town may, at any time and in its sole discretion, reject all responses to solicitations and may or may not choose to seek solicitation in the future.

Vivian Mendez, MMC

Town Clerk

TOWN OF LAKE PARK, FLORIDA

Published on: September 2, 2020, Palm Beach Post

**Request for Proposals (RFP) 110-2020 for
Community Development Building Official,
Inspections and Related Services**



TOWN OF LAKE PARK
535 PARK AVENUE
LAKE PARK, FL 33403

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Vivian Mendez, MMC

Town Clerk
TOWN OF LAKE PARK, FLORIDA
Published on: September 2, 2020, Palm Beach Post

GENERAL INSTRUCTIONS

Refer to the Public Notice included hereinabove for details.

In addition, please note that the Town Clerk's Office advertised this proposal on behalf of the Community Development Department. All communications shall occur through the Town Clerk's Office (see procedural and Code of Silence provisions herein). Following the Evaluation Committee meeting, the Community Development Department, who is also acting as the 'official' for the purposes of this solicitation, may communicate with the highest scoring Offeror regarding contractual terms that are required prior to presentation to the Town Commission.

TIMELINE:

Advised: **Wednesday, September 2, 2020**

Bid Opening (deadline for submission): **Friday, October 2, 2020 at 10am**

Evaluation Committee Meeting (selection made): **Tuesday, October 6, 2020 at 10am**

Standard Contract Finalized: **No later than end of business day Friday, October 9, 2020**

Recommendation to Award Contract: **Wednesday, October 21, 2020 – Town Commission Meeting (the Commission has full discretion to either agree with the Evaluation Committee selection and award the contract, or disagree with justification and request that Staff return at the following meeting with the Commission's selection)**

TERMS AND CONDITIONS

ACCEPTANCE/REJECTION

The Town may, at any time and in its sole discretion, reject all responses to solicitations and may or may not choose to seek solicitation in the future.

CERTIFICATION

When applicable, Offeror must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Proposal and must be in the name of the Offeror shown on the Proposal page.

PROPOSAL FORMS

In filling out proposal forms enclosed herein, Offerors shall be governed by the following provisions.

- (A) Proposals must be made on the blanks provided herewith.
- (B) Proposal amount shall be shown in words and figures.
- (C) Any proposal which in any manner fails to conform to the condition of the published notice may be rejected.
- (D) Proposals must be signed in ink by the Offeror with the signature in full.
- (E) Proposals that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the Proposal.
- (F) If an Offeror wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initiated by the person submitting the proposal. Any changes or alteration of prices in the proposal must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the proposal as informal or irregular.

QUALIFICATION OF OFFERORS

A contract shall be awarded to the responsible and responsive Offeror whose proposal is determined to be the most advantageous to the town, taking into consideration the price and other evaluation criteria set forth in this RFP. Each Offeror shall submit the following information with its proposal:

- A. A list of five (5) client references providing the client name, address, project representative and telephone number for clients served within the past three (3) years of which at least three (3) are governmental entities. Include a brief description of the services performed for each client.
- B. List of equipment and facilities available to do the work.
- C. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
- D. List of experience and personnel requirements as set forth in the Scope of Work/Specifications.
- E. A proposed organizational chart identifying professionals to provide building official plan review, building inspection and related services for the Town and their area of responsibilities and certifications.

Failure to submit the above requested information may be cause for rejection of the Proposal.

SITE ACCESS AND DUTIES

For the performance of the contract, the Offeror will be permitted to occupy such portions of the Town Hall as permitted by the owner or its representative or as necessary to complete requested services. He/She shall leave the site of work in a neat and orderly condition equal to that which originally existed.

REGULATIONS, PERMITS AND FEES

The selected Offeror will be required to obtain at its own expense all licenses required to provide the required services to the Town. The selected Offeror must comply with all Federal, State and local laws and regulations that may apply, including, but not limited to, those specifically referenced in the Proposal Documents.

TERM OF CONTRACT

The initial term of the proposed contract shall be for a period of two (2) years, commencing on November 1, 2020, with one (1) additional two (2) year renewal term at the option of the Town. No cost increase to the Town shall be imposed within the initial term or renewal term, as applicable.

SCORING CRITERIA

In evaluating the Proposals, the Town anticipates utilizing the following point allocations and criteria (Offeror shall demonstrate ability to perform and/or provide examples of successful performance where applicable):

| Max. Points | Category |
|-------------|--|
| 25 | Qualifications and Experience of Offeror <ul style="list-style-type: none"> • Qualifications and experience with similar projects • Experience working with Government Agencies • Availability of qualified personnel • Certifications/Licenses |
| 15 | References (provide a minimum of 5) <ul style="list-style-type: none"> • Provide at least three (3) government references from the past three (3) years • Demonstrated environment for good communication |
| 10 | Location considerations and its impacts on maintaining effective communication between the Town & Consultant |
| 50 | Contract Price (Agreement to Cost-sharing percentages (or new proposal – see form details) and separate hourly rates for additional services) |

Come of Silence.

An offeror shall not communicate with any elected or appointed town official or employee other than a person listed in the document soliciting bids or proposals prior to the time an award has been made by the town commission. Any communication between the offeror and the town shall be submitted to the office of the town clerk, or of the official referenced in the RFP. Any violation of the Come of Silence imposed herein shall be grounds for the disqualification of an offeror.

Equal opportunity/minority and women business enterprise.

The town shall use its best efforts to ensure that minority, women and veteran owned businesses shall have an equitable opportunity to participate in the town's procurement process and that no business shall be excluded from participation in, denied benefits of, or be otherwise discriminated against in connection with the award and performance of any contracts with the town because of race, color, religion, national origin, age, sexual orientation, gender, marital status, handicap or physical impairment.

Bid preferences.

Except with regards to contracts to be reimbursed by the Federal Emergency Management Agency, the town shall provide in its RFP, a five percent bid preference for:

1. Local merchants whose principal office is within the town's boundaries, and who have maintained a valid town business tax receipt for the previous two entire calendar years; or
2. Certified minority or Florida veteran owned business enterprises pursuant to the Florida Office of Supplier Diversity and to certified minority owned business as defined by § 288.703, F.S..

Public Records

All responses to solicitations shall become public records and shall be subject to public disclosure once opened.

With respect to public records, the Contractor/ Vendor is required to:

- #.1** Keep and maintain public records required by the Town to perform the service.
- #.2** Upon the request of the Town's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- #.3** Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor/Vendor does not transfer the records which are part of this Agreement to the Town.
- #.4** Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor/Vendor, or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.

#.5 IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the Town Clerk's Office. Should it be necessary, a written addendum will be incorporated into the RFP. The Town will not be responsible for any oral instructions, clarifications, or other communications other than the original RFP or any written addenda.

Conflict of Interest

If any individual member of a proposing Offeror, or an employee of a proposing Offeror, or an immediate family member of the same is also a member of any board, Commission, or agency of the Town, that individual is subject to conflict of interest. No official or employee shall enter into any contract or other transaction for goods or services with their respective county or municipality. This prohibition extends to all contracts or transactions between the county or municipality as applicable or any person, agency or entity acting for the county or municipality as applicable, and the official or employee, directly or indirectly, or the official or employee's outside employer or business. Any such contract, agreement, or business arrangement entered into in violation of this subsection may be rescinded or declared void by the board of county commissioners pursuant to section 2-448(c) or by

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the local municipal governing body pursuant to local ordinance as applicable. A copy of the Town of Lake Park, Palm Beach County, and State Ethics Codes is available at the Town Clerk's Office, 535 Park Avenue, Lake Park, FL 33403.

Indemnification/Hold Harmless Agreement

The successful Professional or Organization shall agree to indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of the successful Professional or Organization to comply with any of the requirements specified within the contract, or the failure of the successful Professional or Organization to conform to statutes, ordinances, or other regulations or requirements of any successful Professional or Organization expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of successful Professional or Organization, or any of its contractual staff, if applicable and as provided above, for which the successful Professional's or Organization's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws.

Insurance

Within ten (10) days after notification of award, the successful Professional or Organization shall furnish Evidence of Insurance to the Town Clerk, who shall in turn submit it to the Human Resources Director as the Town's Risk Manager.

Execution of a contract is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this RFP, the successful Professional or Organization shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the successful Professional or Organization fails to submit the required insurance documents in the manner prescribed in this RFP, within fifteen (15) calendar days after the successful Professional or Organization has been made aware of Commission award, the successful Professional or Organization may be in default of the contractual terms and conditions. Under such circumstances, the successful Professional or Organization may be prohibited from submitting future proposals to the Town. Information regarding any insurance requirements shall be directed to the Human Resources Director as the Town's Risk Manager, at (561) 881-3310. Additionally, successful Professional or Organization may be liable to the Town for the cost of re-procuring the services, caused by successful Professional's or Organization's failure to submit the require documents.

Offeror's Warranty

Offeror warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein.

Lobbying

All Offerors are hereby placed on notice that the Town Commission, Selection Committee, and Staff do not wish to be lobbied, either individually or collectively about the project for which the Offeror has a submitted proposal. During the process from the proposal publish date to Town Commission

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selection, individuals or its agent shall not contact any member of the Town Commission, employee of the Town of Lake Park, or member of the Selection Committee in reference to this proposal, with the exception of the Town Clerk or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of contract.

Inspector General

In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

Inquiries/Request for Clarification

All questions about the meaning or intent of the RFP Documents must be directed, in writing, to the Town Clerk's Office, ~~as provided in the Advertisement/Request for Statement of Qualifications. Questions received after Friday, March 6, 2020 12:00pm shall not be answered.~~ Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries, addendums, and request for clarifications will be posted on www.demandstar.com and on the Town of Lake Park's website www.lakeparkflorida.gov. Demandstar will automatically notify all plan holders of any inquiries, addendums, and request for clarifications once posted by the Town of Lake Park.

SCOPE OF WORK/SPECIFICATIONS

Each Proposal shall demonstrate the Offeror's experience in providing the requested services listed herein. Such experience shall include, but is not be limited to:

The Town of Lake Park requests proposals from all qualified and interested Offerors with the experience and technical qualifications to provide comprehensive Community Development Building Official Services, Inspections and related services. Offerors shall have the capability of providing personnel possessing all licenses and certifications required by Florida Statutes. Work will be performed within the Town of Lake Park. The selected Offeror will be responsible for all Building-related services including, but not limited to, permit reviews, plans examining, Building Official duties in accordance with state statutory provisions, building inspections, code enforcement inspections related to the Florida Building Code, drainage system inspections (registered floodplain manager is beneficial to assist with floodplain administration), natural disaster inspections and building damage assessments (will act as critical staff in the event of natural disaster) and all communications and meetings required by the Town involving these Building Division responsibilities and projects.

In the two fiscal year period from October 1, 2018 through September 30, 2019 (FY 19) AND October 1, 2019 through present (FY 20 - with only 1 month remaining this fiscal year), the Town of Lake Park collected gross amounts of approximately \$296,000 for FY 19 and approximately \$261,000 for FY 20 (with one month remaining - FY 20 was also quite unique due to COVID and associated closures) in Building Permits, re-inspections, and plan revision/sub-permit fees. Total revenue is anticipated to be on the rise for FY 21.

Building Official

The Offeror shall be responsible for providing a qualified Building Official, with a minimum of 10 (ten) years experience in the construction industry, who is responsible for ensuring compliance with the Florida Building Code; federal, state and local ordinances; and statutes regarding health, safety and welfare; and Federal Emergency Management Contractor requirements. The Building Official provides direct regulatory responsibilities for plan review, inspections and enforcement. Other specific duties include but are not limited to:

- Responsible for assisting in the permitting process established by the Town with regulatory administration of plan review, enforcement, inspection of building construction, and alteration projects that require compliance with state and local codes;
- Coordinating inspections and serving as technical advisor for the building department, as well as generating building reports, issuing all types of construction permits as appropriate, preparing certified letters, documents, in-house memos and form updates associated with Building Department activities/actions.
- Liaison to the construction industry, State, contractors and the general public, and providing direct customer service in person or by telephone/e-mail;

- Providing administrative guidance to technical and clerical staff engaged in construction, permitting, inspection and recording of data;
- Reviewing State Statutes affecting construction and determines the impact on the Town and Department; and
- Reviewing, researching, and making recommendations for approval of adoption of departmental policies regarding issuing of permits, licensing of contractors and inspection procedures and serving as an expert witness as the Town's Building Official, when needed by the Town.
- Assisting the Town in its participation in the National Flood Insurance Program's ("NFIP") Community Rating System ("CRS"), including, but not limited to, attending and participating in all NFIP meetings and audits alongside the Town's Floodplain Administrator.
- Maintaining all National Incident Management System (NIMS) certifications

Plans Examiner

The Offeror shall be responsible for providing a qualified plans examiner, with a minimum 5 (five) years experience in the construction industry, who will enforce the current Florida Building Code and Town of Lake Park Code of Ordinances, specifically including the Zoning Code regulations in working with Community Development staff. This position reviews all construction trade plans for new single and multiple-family dwellings, all new non-residential development and all residential and non-residential additions/re-models for compliance with codes. Other duties include determining building permit valuations for inspected construction projects, impact fee calculations and providing the Town with recommended code revisions that are either desirable or required.

Building Inspector

The Offeror shall be responsible for providing qualified inspector(s), with a minimum 5 (five) years experience in the construction industry, who shall have knowledge of, and comply with, the laws and regulations relating to the enforcement of the current Florida Building Code and the Ordinances of the Town. The Offeror must provide both residential and commercial licensed inspector/s whose combined certifications include all trades (commercial building, electrical, plumbing, mechanical, and one, two and multi-family dwellings). Inspections shall include new building construction, repair, addition, remodeling, demolition or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by State law or Town codes. Change of occupancy inspections for businesses shall also be included. Other duties include complaint investigations, hazardous building inspections and assistance with the prosecution of building code and hazardous building violations.

Additional Services

The Offeror shall be responsible for providing qualified individuals to perform the following additional services:

1. Natural disaster services, including inspections and post-disaster building/property damage assessments.
2. Code enforcement inspections, including testimony at Special Magistrate hearing (as necessary)
3. Inspection of Stormwater Drainage Facilities (qualified individual shall be familiar with the requirements of the Palm Beach County Municipal Separate Stormwater System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit).

Personnel and Equipment:

Contract employees shall be neat and clean in appearance and shall display their identification to the public and keep such identification on their person at all times. All employees assigned to this contract shall be physically able to perform all job requirements and conduct themselves in a courteous, positive and professional manner. Professional and personal behavior of contract staff shall be in keeping with the Town's expected conduct guidelines and personnel policies. Any staff member that does not perform in accordance with the Town's standards may be removed at the request of the Town. The Inspector(s) and Plans Examiner shall only perform building code inspections and plan reviews that are within the disciplines covered by such individual's license or certification pursuant to Florida Statute (Chapters 468, 471 or 481).

The Offeror shall provide its general employee background check policy, the background services company name, pre-employment testing procedures, current employee screening methods, and a list of any offenses that would exclude someone from employment with the Offeror. All field personnel are required to pass a Level Two (2) background check as per Chapter 435, Florida Statutes. Verification of background check and current list of employees that will be used on this contract shall be provided upon award. The employee list will need to be updated anytime there is a change in/addition to staff.

The Town shall provide a desk, phone and computer (may be in separate areas) with internet access at Town Hall during on-site office hours.

Timeframes:

During the course of performing Building Division services, the following response times shall be adhered to:

1. Responses to public inquiries (same business day, or within one business days or scheduled appointment during on-site office hours).

REQUIRED FORMS

(ALL must be completed)

2. Plan review (within one to five business days depending on the nature of the permit).
3. Inspections (all inspections are to be scheduled and performed on the next business day for requests made prior to 4:00 p.m. the prior day). The inspection system shall reflect the most current information.

Performance Standards:

This subsection provides a summary of the minimum performance standards for the Offeror. Final provisions shall be determined during contract negotiations:

1. Under normal circumstances, all inspections shall be conducted within the regular business hours of 8:30am to 5:00pm, Monday through Friday, and inspection results made available by 10:00am the following business day.
2. Offeror shall provide a Building Official and/or Building Inspector on-site at Town Hall for a minimum of one (1) hour, five (5) days a week and be available by telephone or on-call at all other times during regular business hours.
3. Inspector(s), Plans Examiner and Building Official shall maintain appropriate licensure in accordance with Florida State Statutes.
4. Workloads for the Inspector(s) and Plans Examiner will vary based on need, and inspections performed should also take place during inclement weather, unless natural disaster or unsafe conditions require suspension of such activities by the Town. Information regarding post-natural disaster required assessments included herein.
5. Efficient and courteous customer service standards are an integral part of public interaction. Requests for information and service shall receive a timely reply. The following standards shall be adhered to or exceeded whenever possible. Responses to customer inquiries will be provided within one (1) business day of receipt. Customer appointments shall be promptly attended as per pre-scheduled times.
6. All personnel performing services shall be fluent in English.
7. The Offeror shall work with the Town to continuously upgrade a program of disseminating information to keep contractors and members of the public aware of any and all code changes, and the logic underlying the changes.
8. Offeror employees shall maintain all necessary licensure and certifications required to perform under this Contract. Proof of such licensure/certifications and subsequent renewals shall be submitted to the Town of Lake Park.
9. All sketches, tracings, drawing, computation details, designs, calculations, records from inspections, work papers and other documents and plans that result from the Offeror providing services shall be the property of the Town.
10. The Offeror shall coordinate activities with the Florida Building Commission as needed.
11. The Offeror shall coordinate activities with the Palm Beach County Fire Department Staff.
12. The Town prefers that the Offeror review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA.
13. The Town prefers that the Offeror maintain the necessary education/certification and data to ensure an acceptable ISO (Insurance Service Office) rating.

STATE PRICE IN WORDS AND FIGURES

Price proposal shall be all inclusive to include costs for all functions and duties generally assigned to the building division employees listed in the RFP, any and all benefits, taxes and insurance, and any and all equipment necessary to perform the work (not provided by the Town). The all inclusive contract cost must be based on the following:

TOTAL PROPOSAL: TO PROVIDE COMMUNITY DEVELOPMENT BUILDING OFFICIAL, INSPECTIONS AND RELATED SERVICES FOR THE TOWN OF LAKE PARK
Building Official, Inspections and Related Services (Each proposal must contain a revenue share percentage for permit applications, inspections and revisions/sub-permits; and hourly rates for additional services. Contract compensation will be based on cost-sharing and additional service fees)

- A. Revenue Sharing Percentages (see additional Form herein)
- B. Additional Hourly Loaded Billing Rates (as may be required):

Building Official: _____ per hour
 Plans Examiner: _____ per hour
 Building Inspector: _____ per hour

Related Services
 Natural disaster services, including inspections and post-disaster building/property damage assessments: _____ per hour
 Code Enforcement Inspections (including testimony at Special Magistrate hearing): _____ per hour
 Inspection of Drainage Systems (including enforcement of all MS4 NPDES Permit requirements): _____ per hour

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Offeror certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.

Offeror Name: _____
 Street Address: _____
 Mailing Address (if different from Street Address): _____
 Telephone Number(s): _____
 Fax Number (s): _____
 Email Address: _____
 Federal Identification Number: _____
 Employer Identification Number: _____

Signature: _____
 Print Name: _____ (Signature of authorized agent)
 Title: _____
 Date: _____

By signing this document, the Offeror agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.
THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE OFFEROR TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT THAT UNEQUIVOCALLY BINDS THE OFFEROR TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Offerors must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

Furthermore, all Offerors must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Offeror's Offeror or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of my knowledge, the undersigned Offeror has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

_____ The undersigned Offeror, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Offeror Name

Signature

Name and title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Offeror Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free
workplace and has a
(Offeror (Company) Name)
Substance abuse policy in accordance with and pursuant to Section 440.102,
Florida Statutes.

Acknowledged by:

Offeror Name

Signature

Name and title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____
Before me, the undersigned authority, personally appeared _____, who after being
by me first duly sworn, deposes and says of his/her personal knowledge that:
a. He/She is _____ of _____, the Offeror that has
submitted a Proposal to perform work for the following:
RFP No.: _____
Title: _____
b. He/She is fully informed respecting the preparation and contents of the attached Request
for Qualifications, and of all pertinent circumstances respecting such Solicitation.
Such Proposal is genuine and is not a collusive or sham Proposal.
Neither the said Offeror nor any of its officers, partners, owners, agents, representatives,
employees, or parties in interest, including this affiant, has in any way colluded,
conspired, connived, or agreed, directly or indirectly, with any other Offeror, Offeror or
person to submit a collusive or sham Proposal in connection with the Solicitation and
contract for which the attached Proposal has been submitted or to refrain from proposing
in connection with such Solicitation and contract, or has in any manner, directly or
indirectly, sought by agreement or collusion or communication or conference with any
other Offeror, Offeror, or person to fix the price or prices in the attached Proposal or the
other Offeror, or to fix any overhead, profit or cost element of the Proposal price or the
Proposal price of any other Offeror, or to secure through any collusion, conspiracy,
connivance, or unlawful agreement any advantage against the City or any person
interested in the proposed contract.
d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted
by any collusion, conspiracy, connivance, or unlawful agreement on the part of the
Offeror or any of its agents, representatives, owners, employees, or parties in interest,
including this affiant.

Signature
Subscribed and sworn to (or affirmed) before me this _____ day of _____
20____, by _____ who is personally known to me or who has produced
_____ as identification.

SEAL
Notary Signature: _____
Notary Name: _____
Notary Public (State): _____
My Commission No.: _____
Expires on: _____

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or Offeror other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.
This document must be executed by a Corporate Officer.

By: _____
Title: _____
Date: _____

**AGREEMENT TO THE FOLLOWING COST SHARING SCENARIO
AND INSPECTIONS PROCEDURE**

Offeror agrees to the following cost sharing percentage as follows (if Offeror would like to propose an alternative cost-sharing scenario that is more advantageous to the Town from a retention of revenue standpoint, this shall be inserted below with any desired added details for consideration):

- 70% Offeror/30% Town for building permits valued at \$1 - \$249,999
- 50% Offeror/50% Town for building permits valued at \$250,000 and over

The Offeror shall be compensated a minimum of \$5,000 per month (excluding any deductions that may be necessary due to overcharges or similar circumstances – additionally, this shall be waived in force majeure situations whereby the Town is forced to cease operations thereby halting revenue). For permits valued at \$16,000,000 and over, Contractor cost-share payment shall not exceed \$100,000.

Inspection scheduling, logging and all associated follow-up shall be negotiated at the Contract stage when an Offeror is selected, so as to evenly distribute (to the greatest extent possible) responsibilities between the Offeror and the Town.

Acknowledged by: _____
(Check One)
I agree to the above terms
I propose modifying the above terms per the details included above

Offeror Name

Signature

Name and title (Print or Type)

Date

(Town's existing fee schedule included on the next page as a reference)

_____ = Cost-Sharing Items / _____ = Reimbursed 100% to selected OFFEROR, pursuant to final contracted hourly rates / _____ (no shading) = Retained 100% by the Town of Lake Park
Town's Existing Fee Schedule

| Building Permit Fees | | FEE |
|----------------------|--|---|
| No. | TYPE OF FEE | |
| | Base Fee for Zoning Reviews Only (for example commercial, paint, permits, or landscape permits) and for Telecommunication permit applications. | \$100 (State surcharge does not apply) |
| | Minimum Permit Fee up to \$2,499.00 in value | \$100.00 |
| | \$2,500.00 - \$999,999.00 | \$100.00 plus 2.0% |
| | \$1,000,000 and up | \$100.00 plus 1.25% |
| | If a building permit requires Engineering review, this will be assessed at an additional fee per the Town's Engineering contract, with a minimum one (1)-hour charge. | |
| | Inspection Fee | \$40.00 |
| | All permit applications will include required inspections in the permit fee. If additional non-permit related inspections, such as certificate inspections, structural code compliance inspections, fire damage inspections, courtesy inspections, and all other inspections not otherwise listed are required, a \$40 inspection fee PER inspection will be assessed. | |
| | Re-inspection Fee | \$75.00 |
| | Low-Voltage alarm system permit or low-voltage electric fence | As defined by Florida State Statute |
| | Additional Permit-Related Fees | |
| | Permit Revision Administrative Fee utilizing the same permit number | \$50.00 |
| | Sub-Permit Administrative Fee | \$50.00 |
| | Administrative Fee for Permit Renewal/Reissuance | \$60.00 |
| | ADDITIONAL PLAN REVIEW & RELATED SERVICES FEE (for non-permit related) | |
| | Building Official Plans Examiner, Building Inspector, and Related Services Per hour fee based on Town Contract, minimum half-hour charge | |
| | Holiday/Weekend Inspections (minimum three (3)-hour charge) Per hour fee based on Town Contract | |
| | PERMIT PENALTIES | |
| | Any person who commences any work on a building or structure where a building or sign permit is required, who has not obtained the prior written approval from the Town's Building Official, or has not obtained the required building or sign permit, shall be subject to the assessment of a penalty of two times (2X) the required permit fees listed herein. | |
| | MOVING PERMIT FEES: | |
| | For the moving of any building or structure exceeding 500 Sq Ft the Permit Fee shall be: | \$500.00 |
| | With Palm Beach County registration with a "W" designation | \$2.00 |
| | All Other Contractors | \$10.00 |
| | SIGN PERMIT FEES: | \$100.00 |
| | Minimum Permit Fee up to \$ 3,000.00 in value | \$3,000.00 and up in value |
| | Window Signage (per store window footage) | \$50.00 |

Scoring Tables - 11/13/20 Meeting

OKS.

| SCORING TABLE - RFP# 110-2020 Evaluation Committee Meeting - November 13, 2020 at 10AM | | | | | |
|---|-------------------------|-------------------------------------|---------------|-----------------|--|
| Descriptions | C.A.P. Government, Inc. | Calvin, Giordano & Associates, Inc. | Hy-Byrd, Inc. | Joe Payne, Inc. | |
| <i>submitted required forms (drug free workplace; public entity crimes; proposal form, etc., see RFP) - **insurance limits required prior to contract execution</i> | | | | | |
| Qualifications & Experience of Firm - Total of 25 points | | | | | |
| Qualifications/Experience with Similar Projects (5 points) | 5 | 5 | 4 | 4 | |
| Experience working with government agencies (8 points) | 8 | 7 | 8 | 7 | |
| Availability of qualified personnel (8 points) | 7 | 8 | 6 | 3 | |
| Certifications/licenses (4 points) | 4 | 4 | 4 | 4 | |
| References (provide a minimum of 5) - Total of 15 points | | | | | |
| Provide at least three (3) government references from the past three (3) years (10 points) | 10 | 9 | 10 | 9 | |
| Demonstrated Environment for good communication (5 points) | 5 | 5 | 4 | 4 | |
| Location Considerations - Total of 10 points | | | | | |
| How it impacts maintaining effective communication between Town & Consultant (10 points) | 10 | 10 | 10 | 5 | |

T = no P.B.G. govt

2 = no local office yet.

9 = no work in P.B.G.

5 = On-line system

5 = no local office yet

Contract Price (Agreement to cost-sharing percentages or review of new proposal in terms of how it benefits the Town, and separate hourly rates for additional services) - Total of 50 points

| | | CAP | GGA | HFB | JPA/ME |
|--|--|-----------|-----------|-----------|-----------|
| Cost-Sharing (35 points) | A required form has been included with the RFP. It requires acknowledgement of the existing cost(revenue)-sharing, or modification of the proposed breakdown. A separate copy of the permit fee schedule has also been included with certain blanks left blank as it relates to the revenue sharing breakdown. Evaluators should review the selection for modification to determine which is most advantageous to the Town as it relates to the Town retaining the highest possible cost(revenue) share. The actual form and the permit fee schedule header categories must be reviewed, compared and evaluated accordingly. | 30 | 30 | 33 | 30 |
| Hourly Rates for Additional Services (15 points) | The required form rates proposed by each Proposer must be compared and rated according to their cost to the Town. | 13 | 8 | 15 | 10 |
| TOTAL | | 92 | 86 | 94 | 76 |

Sec. 2-255 - Bid preferences

Except with regards to contracts to be reimbursed by the Federal Emergency Management Agency, the town shall provide in its invitations to bid, RFP, or RFO, a five percent bid preference for:

- (1) Local merchants whose principal office is within the town's boundaries, and who have maintained a valid town business tax receipt for the previous two entire calendar years, or
- (2) Certified minority or Florida veteran owned business enterprises pursuant to the Florida Office of Supplier Diversity and to certified minority owned business as defined by F.S. § 288.703

Kimberly Rowley

| SCORING TABLE - RFP# 110-2020 Evaluation Committee Meeting - November 13, 2020 at 10AM | Submitted required forms (drug free workplace, public entity crimes, proposal form, etc., see RFP) - **insurance limits required prior to contract execution | Descriptions | C.A.P. Government, Inc. | Calvin, Giordano & Associates, Inc. | Hy-Byrd, Inc. | Joe Payne, Inc. |
|--|--|---|-------------------------|-------------------------------------|---------------|-----------------|
| Qualifications & Experience of Firm - Total of 25 points | | | | | | |
| Qualifications/Experience with Similar Projects (5 points) | | The expectation is that the selected firm has experience related to Building Official duties in accordance with state statutory provisions, building inspections, code enforcement inspections related to the Florida Building Code, drainage system inspections (registered floodplain manager is beneficial to assist with floodplain administration), natural disaster inspections and building damage assessments (will act as critical staff in the event of natural disaster) and all communications and meetings required by the Town involving these Building Division responsibilities and projects. | 5 | 5 | 4 | 4 |
| Experience working with government agencies (8 points) | | The expectation is that the selected firm has provided evidence of present or past experience working with government agencies (more specifically, government departments similar to Building Departments that issue permits). It will be important to compare this data between the proposals received. | 8 | 8 | 8 | 7 |
| Availability of qualified personnel (8 points) | | The expectation is that the selected firm will provide a Building Official and licensed inspectors to provide all the necessary plan reviews and cover all respective trades such as plumbing, electrical and mechanical. In addition, an organizational chart of these employees is expected as well. | 8 | 8 | 7 | 8 |
| Certifications/Licenses (4 points) | | The expectation is that the selected firm will have provided copies of all certifications and licenses associated with the employees (inspectors, including the Building Official) of the firm that will provide services to the Town. | 4 | 4 | 4 | 4 |
| References (provide a minimum of 5) - Total of 15 points | | | | | | |
| Provide at least three (3) government references from the past three (3) years (10 points) | | The expectation is that these are provided in the submittal. The evaluators may reach out to the references. | 10 | 10 | 10 | 4 |
| Demonstrated Environment for good communication (5 points) | | The expectation is that the proposal identifies ways in which the firm will adhere to the Town's customer service expectations for daily plan reviews; next day inspections; availability of a Building Official within one hour for emergency situations; and overall customer service tools and capabilities to deal and communicate effectively with staff and the public as needed. For example, experience in responding to customer inquiries directly in a timely, professional and knowledgeable manner. | 5 | 4 | 4 | 3 |
| Location Considerations - Total of 10 points | | | | | | |
| How it impacts maintaining effective communication between Town & Consultant (10 points) | | The expectation is that the selected firm currently has an office in Palm Beach County and that they are able to respond on an emergency basis within 30-60 minutes as may be required. | 10 | 10 | 10 | 5 |

Contract Price (Agreement to cost-sharing percentages or review of new proposal in terms of how it benefits the Town, and separate hourly rates for additional services) - Total of 50 points

| CAPP | CgA | Hy-Bid | Joe Lopez Inc |
|------|-----|--------|---------------|
| 35 | 35 | 32 | 35 |
| 14 | 13 | 15 | 12 |
| 99 | 97 | 94 | 82 |

A required form has been included with the RFP. It requires acknowledgement of the existing cost(revenue)-sharing, or modification of the proposed breakdown. A separate copy of the permit fee schedule has also been included with certain fields left blank as it relates to the revenue sharing breakdown. Evaluators should review the selection (or modification) to determine which is most advantageous to the Town as it relates to the Town retaining the highest possible cost(revenue) share. The actual form and the permit fee schedule Header categories must be reviewed, compared and evaluated accordingly.

The required form rates proposed by each Proposer must be compared and rated according to their cost to the Town.

TOTAL

Sec. 2-255. - Bid preferences. Except with regards to contracts to be reimbursed by the Federal Emergency Management Agency, the town shall provide in its invitations to bid, RFP, or RFQ, a five percent bid preference for:

(1) local merchants whose principal office is within the town's boundaries, and who have maintained a valid town business tax receipt for the previous two entire calendar years; or (2) Certified minority or Florida veteran owned business enterprises pursuant to the Florida Office of Supplier Diversity and to certified minority owned business as defined by F.S. § 288.703

35
14
99

Lowder

| <p>SCORING TABLE - RFP# 110-2020 L Cariseo Evaluation Committee Meeting - November 13, 2020 at 10AM</p> | <p>Descriptions</p> | <p>C.A.P. Government, Inc.</p> | <p>Calvin, Giordano & Associates, Inc.</p> | <p>Hy-Byrd, Inc.</p> | <p>Joe Payne, Inc.</p> |
|---|--|--------------------------------|--|----------------------|------------------------|
| <p>submitted required forms (drug free workplace; public entity crimes; proposal form, etc., see RFP) - **Insurance limits required prior to contract execution</p> | | <p>Yes</p> | <p>Yes</p> | <p>Yes</p> | <p>Yes</p> |
| <p>Qualifications & Experience of Firm - Total of 25 points</p> | | | | | |
| <p>Qualifications/Experience with Similar Projects (5 points)</p> | <p>The expectation is that the selected firm has experience related to Building Official duties in accordance with state statutory provisions, building inspections, code enforcement inspections related to the Florida Building Code, drainage system inspections (registered floodplain manager is beneficial to assist with floodplain administration), natural disaster inspections and building damage assessments (will act as critical staff in the event of natural disaster) and all communications and meetings required by the Town involving these Building Division responsibilities and projects.</p> | <p>5</p> | <p>5</p> | <p>5</p> | <p>5</p> |
| <p>Experience working with government agencies (8 points)</p> | <p>The expectation is that the selected firm has provided evidence of present or past experience working with government agencies (more specifically, government departments similar to Building Departments that issue permits). It will be important to compare this data between the proposals received.</p> | <p>8</p> | <p>6</p> | <p>6</p> | <p>6</p> |
| <p>Availability of qualified personnel (8 points)</p> | <p>The expectation is that the selected firm will provide a Building Official and licensed inspectors to provide all the necessary plan reviews and cover all respective trades such as plumbing, electrical and mechanical. In addition, an organizational chart of these employees is expected as well.</p> | <p>8</p> | <p>8</p> | <p>7</p> | <p>6</p> |
| <p>Certifications/Licenses (4 points)</p> | <p>The expectation is that the selected firm will have provided copies of all certifications and licenses associated with the employees (inspectors, including the Building Official) of the firm that will provide services to the Town.</p> | <p>4</p> | <p>4</p> | <p>4</p> | <p>4</p> |
| <p>References (provide a minimum of 5) - Total of 15 points</p> | | | | | |
| <p>Provide at least three (3) government references from the past three (3) years (10 points)</p> | <p>The expectation is that these are provided in the submittal. The evaluators may reach out to the references.</p> | <p>10</p> | <p>10</p> | <p>7</p> | <p>7</p> |
| <p>Demonstrated Environment for good communication (5 points)</p> | <p>The expectation is that the proposal identifies ways in which the firm will adhere to the Town's customer service expectations for daily plan reviews, next day inspections; availability of a Building Official within one hour for emergency situations; and overall customer service tools and capabilities to deal and communicate effectively with staff and the public as needed. For example, experience in responding to customer inquiries directly in a timely, professional and knowledgeable manner.</p> | <p>5</p> | <p>5</p> | <p>5</p> | <p>4</p> |
| <p>Location Considerations - Total of 10 points</p> | | | | | |

LC

| | | | | | |
|---|--|-----------|------------------|--------------|-----------|
| <p>How it impacts maintaining effective communication between Town & Consultant (10 points)</p> | <p>The expectation is that the selected firm currently has an office in Palm Beach County and that they are able to respond on an emergency basis within 30-60 minutes as may be required.</p> | <p>10</p> | <p>10</p> | <p>10</p> | <p>0</p> |
| <p>Contract Price (Agreement to cost-sharing percentages or review of new proposal in terms of how it benefits the Town, and separate hourly rates for additional services) - Total of 50 points</p> | | | | | |
| <p>Cost-Sharing (35 points)</p> | <p>A required form has been included with the RFP. It requires acknowledgement of the existing cost(revenue)-sharing, or modification of the proposed breakdown. A separate copy of the permit fee schedule has also been included with certain fields left blank as it relates to the revenue sharing breakdown. Evaluators should review the selection (or modification) to determine which is most advantageous to the Town as it relates to the Town retaining the highest possible cost(revenue) share. The actual form and the permit fee schedule header categories must be reviewed, compared and evaluated accordingly.</p> | <p>35</p> | <p>25 25</p> | <p>35 81</p> | <p>35</p> |
| <p>Hourly Rates for Additional Services (15 points)</p> | <p>The required form rates proposed by each Proposer must be compared and rated according to their cost to the Town.</p> | <p>14</p> | <p>10</p> | <p>15</p> | <p>8</p> |
| <p>TOTAL</p> | | <p>99</p> | <p>85 92</p> | <p>94 90</p> | <p>68</p> |

CAP
 CGA HyBurd
 92 76
 99 82
 99 90 75
 290 276 278 233

Karen total
 Kim total
 Fowler

Sec. 2-255 - bid preferences.
 Except with regards to contracts to be reimbursed by the Federal Emergency Management Agency, the town shall provide in its invitations to bid, RFP, or RFQ, a five percent bid preference for:
 (1) local merchants whose principal office is within the town's boundaries, and who have maintained a valid town business tax receipt for the previous two entire calendar years; or (2) Certified minority or Florida veteran owned business enterprises pursuant to the Florida Office of Supplier Diversity and to certified minority owned business as defined by F.S. § 288.703

RESOLUTION 59-09-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT #1 TO THE CONTRACT WITH C.A.P. GOVERNMENT SERVICES FOR BUILDING OFFICIAL, INSPECTION AND RELATED SERVICES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on December 16, 2020, the Commission of the Town of Lake Park (the Town) adopted Resolution 75-10-20, authorizing and directing the mayor to execute a contract with C.A.P. Government Services for building official, inspection and related services; and

WHEREAS, given the distribution of duties and responsibilities associated with permit applications and particularly higher valued projects, the Town's Community Development Director recommends a change in the revenue distribution between C.A.P. Government Services and the Town of the building permit fees collected from higher valued projects so that the revenue distribution is consistent for all permit values; and

WHEREAS, C.A.P. Government Services shall retain 70% of the permit fee and the Town shall retain 30% for all permits and the cap is hereby eliminated, reporting is required and a retroactive disbursement for the Nautilus 220 permit revenue is applicable.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida

Section 1: The whereas clauses are incorporated herein.

Section 2: The Mayor is hereby authorized and directed to execute Amendment #1 to the contract with C.A.P. Government Services, a copy of which is incorporated herein and attached hereto as Exhibit "A".

Section 3: This Resolution shall take effect upon its adoption.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro, who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

| | AYE | NAY |
|---------------------------------|----------|-----|
| MAYOR MICHAEL O'ROURKE | <u>/</u> | — |
| VICE-MAYOR KIMBERLY GLAS-CASTRO | <u>/</u> | — |
| COMMISSIONER JOHN LINDEN | <u>/</u> | — |
| COMMISSIONER ROGER MICHAUD | <u>/</u> | — |
| COMMISSIONER MARY BETH TAYLOR | <u>/</u> | — |

The Town Commission thereupon declared the foregoing Resolution No. 59-09-22 duly passed and adopted this 7 day of September, 2022.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



EXHIBIT "A"

Amendment #1 to C.A.P. Government Contract

ARTICLE 1. SERVICES

The CONTRACTOR shall furnish a Building Official accessible and available to the Town's Community Development Department during business hours for in-person and electronic plan review and provide the necessary personnel to accommodate the TOWN's needs for the Community Development Department Building Official, Inspections, and Related Services as described in the Scope of Work/Specifications Section of the RFP (see Attachment "A"). Plan reviews shall be completed between 1-5 business days, depending on the scope of work associated with the plan review. Compensation shall be based on the following rate: See Attachment "B" for Town Fee Schedule.

Revenue Sharing for Building Permit Revenue:

70% CONTRACTOR/30% TOWN for all building permits ~~valued at \$1—\$249,999~~

A one-time retroactive distribution of 50% of the Nautilus 220 master permit revenue will be paid to CAP by October 1, 2022 for services that are required to be rendered throughout the plan review and construction lifespan of the project.

Monthly expenditure reports for all individual project permit revenues received by CAP of \$100,000 or more shall be submitted to the Town's Community Development Director by the 10th of each month for the prior month. Projects with revenue distributions to CAP of \$100,000 or more shall be itemized in the reports so as to associate expenditures to their associated project.

CAP agrees to dedicate a minimum of one administrative staff person during normal working hours to permit related matters, inspection calls and permit tracking.

~~50%CONTRACTOR/50% TOWN for building permits valued at \$250,000 and over~~

The CONTRACTOR shall be compensated a minimum of \$5,000 per month (excluding any deductions that may be necessary due to overcharges or similar circumstances additionally, this shall be waived in force majeure situations whereby the Town is forced to cease operations thereby halting revenue). ~~For permits valued at \$16,000,000 and over, Contractor revenue share payment shall not exceed \$100,000.~~

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature:

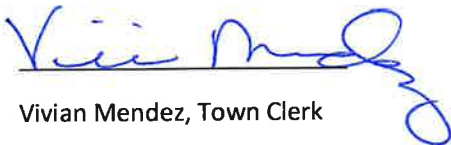
DATED this 8th day of September 2022.

TOWN OF LAKE PARK

By:  _____

Michael O'Rourke, Mayor

ATTEST:

 _____

Vivian Mendez, Town Clerk



Approved as form and legal sufficiency

By:  _____

Thomas J. Baird, Town Attorney

C.A.P. Government Services

By:  _____

Carlos Penin

Principal