

RESOLUTION NO. 31-09-2016

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH HY-BYRD, INC. FOR BUILDING OFFICIAL SERVICES; 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 an on-site Building Official and Inspection Services with Hy-Byrd, Inc. ("Hy-Byrd") on October 16, 2014, approved by Resolution 36-10-14, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, Article 15 of the Contract provides that the parties may amend the Contract; and

WHEREAS, Article I of the Contract provides for a Cost Sharing Percentage for Building Permits and related services between the Town and Hy-Byrd; and

WHEREAS, the Town has experienced a significant increase in the number and valuation of applications for building permits since the Contract became effective; and

WHEREAS, given the significant increase in the number and valuation of applications for building permits submitted to the Town, the Parties have agreed to Amend Article I of the Contract to revise the cost sharing percentages between the Town and Hy-Byrd.

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. Article I of the Contract, entitled "SERVICES" is hereby amended as follows:

The CONTRACTOR shall furnish an on-site Building Official during regular business hours and provide necessary personnel to accommodate the TOWN's needs for Community Development Department Building Official, Inspections, and Related Services as described in the Scope of Work/Specification Section of the RFP and also listed below. These will be based on the following rates:

~~25% Town / 75% Contractor~~ Town/Contractor cost sharing percentage as follows:

75% Contractor/25% Town for building permits valued at \$1 - \$249,999

60% Contractor /40% Town for building permits valued at \$250,000 - \$999,999

50% Contractor /50% Town for building permits valued at \$1,000,000 and over

Section 3: This Resolution shall take effect upon execution.

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

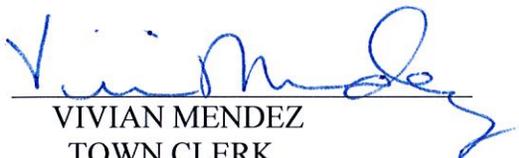
	AYE	NAY
MAYOR JAMES DUBOIS	<u> / </u>	<u> — </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>Absent</u>	<u> — </u>
COMMISSIONER ERIN FLAHERTY	<u> / </u>	<u> — </u>
COMMISSIONER ANNE LYNCH	<u> / </u>	<u> — </u>
COMMISSIONER MICHAEL O'ROURKE	<u> / </u>	<u> — </u>

The Town Commission thereupon declared the foregoing Resolution NO. 31-09-16 duly passed and adopted this 7 day of September, 2016.

TOWN OF LAKE PARK, FLORIDA

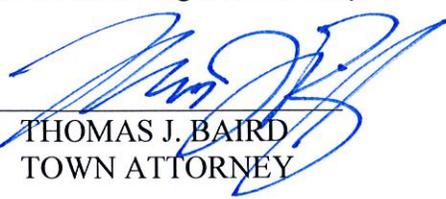
BY: 
JAMES DUBOIS
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

CONTRACT ADDENDUM NO. 1

THIS CONTRACT ADDENDUM NO. 1, made and entered into this 7 day of September, 2016 by and between TOWN OF LAKE PARK, 535 Park Avenue, Lake Park, Florida 33403 (hereinafter referred to as "TOWN") and Hy-Byrd Inc., a Florida corporation located at 511 South East Coast Street, Lake Worth, Florida 33460, and licensed and authorized to do business in the State of Florida hereinafter referred to as "CONTRACTOR").

WHEREAS, the 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, this Contract Addendum No. 1 provides a written amendment pursuant to Article 15 of the executed Contract for Services (the "Contract") approved by Resolution 36-10-14 between the Town and the Contractor; and

WHEREAS, this Contract Addendum No. 1 amends the Cost Sharing Percentage for Building Permits and related services between the Town and the Contractor; and

WHEREAS, this Contract Addendum No. 1 was approved by the Town Commission by Resolution 31-09-16.

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties agree to amend Article I of the Contract as follows:

The CONTRACTOR shall furnish an on-site Building Official during regular business hours and provide necessary personnel to accommodate the TOWN's needs for Community Development Department Building Official, Inspections, and Related Services as described in the Scope of Work/Specification Section of the RFP and also listed below. These will be based on the following rates:

~~25% Town / 75% Contractor~~ Town/Contractor cost sharing percentage as follows:
75% Contractor/25% Town for building permits valued at \$1 - \$249,999
60% Contractor /40% Town for building permits valued at \$250,000 - \$999,999
50% Contractor /50% Town for building permits valued at \$1,000,000 and over.

TOWN OF LAKE PARK

BY: 

MAYOR

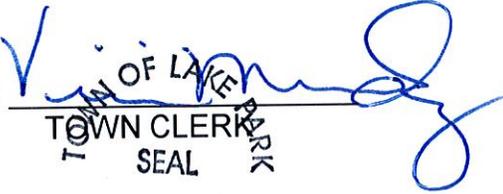
CONTRACTOR:

BY: Michael S. Crasafulli (Print Name)

HY-BYRD, Inc.

 (Sign)

V.P. (Title)

BY: 

TOWN CLERK
SEAL
OF LAKE PARK
FLORIDA

WITNESSED BY:

_____ (Print Name)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
Thomas J. Baird, TOWN ATTORNEY

RESOLUTION NO. 36-10-14

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

WHEREAS, on August 28, 2014, the Town of Lake Park (the Town) advertised a Request for Proposal seeking firms or individuals who could provide the professional services of a Building Official; and

WHEREAS, the Town received proposals from three firms which were opened on September 18, 2014; and

WHEREAS, the Town's Community Development Director, Finance Director, Planner, and the Administrative Assistant to the Community Development Director numerically scored and evaluated each firm's proposal; and

WHEREAS, HyByrd, Inc. scored the highest amongst the three firms who responded; and

WHEREAS, the town staff recommends that the Commission select HyByrd, Inc. to provide Building Official 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 with HyByrd, Inc..

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

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

	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER ERIN FLAHERTY	<u>✓</u>	—
COMMISSIONER MICHAEL O'ROURKE	<u>/</u>	—
COMMISSIONER KATHLEEN RAPOZA	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution NO. 36-10-14 duly passed and adopted this 15 day of October, 2014.

TOWN OF LAKE PARK, FLORIDA

BY: James D. Dubois
JAMES DUBOIS
MAYOR

ATTEST:

Vivian Mendez
VIVIAN MENDEZ
TOWN CLERK
TOWN OF LAKE PARK
SEAL
(TOWN SEAL)
FLORIDA

Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY

CONTRACT FOR SERVICES

This Contract is made as of the 16 day of October, 2014, by and between the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as the TOWN, and Hy-Byrd, Inc. an individual, a partnership, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 65-0060624.

WHEREAS, the Town requires the services of a consultant with whom it can contract to provide services which are necessary to carry out the responsibilities and authority of a Building Official pursuant to the Florida Building Code, and the Town Code; and

WHEREAS, the TOWN solicited through a Request for Proposals the services of qualified firms to carry out the above referenced responsibilities, reviewed the responses, and selected a CONTRACTOR; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the TOWN and the CONTRACTOR agree as follows:

ARTICLE 1. SERVICES

The CONTRACTOR shall furnish an on-site Building Official during regular business hours and provide necessary personnel to accommodate the TOWN's needs for Community Development Department Building Official, Inspections, and Related Services as described in the Scope of Work/Specifications Section of the RFP and also listed below. These will be based on the following rates:

25% Town/ 75% Contractor (Cost Sharing Percentage for Building Permits (Town penalties are excluded)/Re-inspections/Permit Revisions/Sub-Permits – see Exhibit "A") and additional hourly rates for non-permit related research and projects, as may be required, as follows:

<u>Building Official</u>	<u>\$60</u>	<u>Per hour</u>
<u>Plans Examiner</u>	<u>\$55</u>	<u>Per hour</u>
<u>Building Inspector</u>	<u>\$55</u>	<u>Per hour</u>
<u>Natural Disaster</u>	<u>\$75</u>	<u>Per hour</u>
<u>Code Enforcement</u>	<u>\$60</u>	<u>Per hour</u>
<u>Drainage Systems</u>	<u>\$60</u>	<u>Per hour</u>

SCOPE OF WORK/SPECIFICATIONS

Building Official

The CONTRACTOR 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.
- Serving as liaison to the construction industry, the State of Florida, 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 determining the impact on the Town and the 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 and providing all necessary property inspections following natural disasters using NIMS procedures.

Plans Examiner

The CONTRACTOR 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 (as applicable) and providing the Town with recommended code revisions that are either desirable or required.

Building Inspector

The CONTRACTOR 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 proposer 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 CONTRACTOR 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 hearings (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 CONTRACTOR 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 proposer. 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 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 (within one business day or scheduled appointment during on-site office hours).
2. Plan review (within three calendar days, unless the nature of the permit requires more extensive review/research)
3. Inspections (all inspections to be scheduled on the next business day for requests made prior to 4:00 p.m. the prior day).

Performance Standards:

This subsection provides a summary of the minimum performance standards required .

1. Under normal circumstances, all inspections shall be conducted within the normal business hours of 8:30am to 5:00pm, Monday through Friday, and inspection results made available by 10:00am the following business day.
2. Proposer shall provide a Building Official and/or Building Inspector on-site at Town Hall for a minimum of one (1) hour, five (5) days each week and be available by telephone or on-call for emergency situations at all other times during regular business hours.
3. Inspector(s), the 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 it is expected that inspections performed will also take place during inclement weather, unless natural disaster or unsafe conditions require suspension of such activities by the Town.
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 able to understand, converse and write the English language and must be legally able to work in the United States.
7. The contractor 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. Employees of the proposer shall maintain all necessary licensure and certifications required to perform under the contract. Proof of such licensure/certifications and subsequent renewals shall be submitted to the Town of Lake Park within 30 days of contract award and shall be kept up-to-date throughout the duration of the contract.
9. All sketches, tracings, drawing, computation details, designs, calculations, records from inspections, work papers and other documents and plans that result from the proposer providing services shall be the property of the Town.
10. The proposer shall coordinate activities with the Florida Building Commission as needed.
11. The proposer shall coordinate activities with the Palm Beach County Fire Department Staff as needed.
12. The Town prefers that the Firm 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 proposer maintain the necessary education/certification and data to ensure an acceptable ISO (Insurance Service Office) rating.

The TOWN'S individual who shall be responsible for the CONTRACTOR'S performance of this Contract shall be the Community Development Director.

ARTICLE 2. TERM/COMMENCEMENT DATE

This commencement date of the Contract shall be November 1, 2014. The Term of the Contract shall be three years, unless earlier terminated in accordance with Article 4, herein. The TOWN shall have the option to renew this Contract for one additional three year term upon the same terms and conditions contained herein by providing written notice to CONTRACTOR at least 30 days prior to the expiration of the initial term and providing that renewals shall be contingent upon satisfactory performance by the firm and subject to the availability of appropriate funds.

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 attached hereto and incorporated herein as Exhibit "B". The total and cumulative compensation for this contract shall not exceed the compensation terms outlined in Article 1, and will need to be budgeted annually by the TOWN.
- B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the TOWN'S representative referenced in Article 1, above, indicating that services have been rendered in conformity with the Contract. Upon

approval, the invoice will be directed to the Finance Department for payment. CONTRACTOR shall invoice the TOWN in advance for each payment period. Invoices will normally be paid within 30 days following the TOWN representative's approval. Cost-Sharing payments will be done on a monthly basis and will be based on the previous month's revenue.

ARTICLE 4. TERMINATION

The Town may unilaterally cancel the Contract for the refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material subject to the provisions of F.S. ch. 119 and made or received by the contractor in conjunction with the contract and pursuant to Article 22.

This Contract may be terminated by the CONTRACTOR upon 30 days' prior written notice to the TOWN'S representative in the event of a default by the TOWN. A default shall occur upon the TOWN'S failure to perform in accordance with the terms of this Contract. The TOWN may terminate the Contract upon default, or for convenience upon giving CONTRACTOR 30 days advance written notice. 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 pursuant to the TOWN'S direction.
- D. Continue and complete all parts of the work that have not been terminated.

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 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, licensed, 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 while on Town premises, shall 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 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.

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

- A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its elected and appointed 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 elected and appointed officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, or its elected or appointed 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.
- D. Nothing in this Contract shall 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. 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 10. 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 11. ATTORNEY FEES/ 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 shall be entitled to recover its reasonable attorney's fees, and all expenses 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 12. 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 13. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, shall 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 14. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its employees, affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 15. AMENDMENTS TO THE CONTRACT

The provisions, terms and conditions set forth herein shall only be modified upon the execution of a written amendment to the Contract. TOWN reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto.

ARTICLE 16. 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: Vivian Mendez, Town Clerk

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 17. 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.

ARTICLE 18. 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 19. PREPARATION

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

ARTICLE 20. 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 Request for Proposals and CONTRACTOR'S response thereto 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 21. 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 22. PUBLIC RECORDS

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes including, but not limited to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service in paper and/or electronic formats.
- B. Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall, upon request be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

TOWN OF LAKE PARK

BY: *Sam D. Baird*
MAYOR

TOWN OF LAKE PARK
SEAL

ATTEST:

FLORIDA
BY: *[Signature]*
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

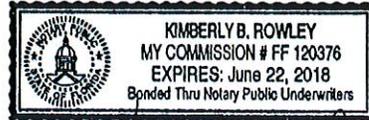
BY: _____
Thomas J. Baird TOWN ATTORNEY

PROPOSER (CONTRACTOR):

BY: *[Signature]*
Name of Authorized Representative:
Michael Conshull
Title: *V.P.*

WITNESSED BY:

Kimberly B. Rowley
Print Name:



Kimberly B. Rowley 10/16/14
(personally known)



- = Cost-Sharing per Contract
- = Compensated 100% pursuant to contracted hourly rates
- (no shading) = Solely Town of Lake Park fees (0% compensation)

APPROVED BY RESOLUTION 30-09-14 on 09-17-2014

BUILDING PERMIT FEES:

The Permit Fee Schedule shall be based on total valuation as follows:

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 %

(Note: 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; zoning 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 for one and two-family homes.....\$55.00

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

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.

- = Cost-Sharing per Contract
- = Compensated 100% pursuant to contracted hourly rates
- _____ (no shading) = Solely Town of Lake Park fees (0% compensation)

MOVING PERMIT FEES:

For the moving of any building or structure exceeding 500 Sq Ft
 the Permit Fee shall be:\$500.00

DEMOLITION PERMIT FEES:

For the demolition of any building or structure exceeding 500 sq ft the Permit Fee
 shall be: \$200.00 for the first 500 sq feet with the remainder @ \$1.00 / 500 sq ft

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

Exhibit "B" (from Hy-Byrd's proposal)

STATE PRICE IN WORDS AND FIGURES:

Price proposal shall be all inclusive to include costs for all functions and duties generally assigned to the contracted 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 Percentage of Permit Fees, Inspection Fees and Revision/Sub-Permit Fees (Primary source of compensation – refer to Exhibit "A" for existing schedule of fees and Exhibit "B" for proposed schedule of fees):

75 percent

B. Additional Hourly Loaded Billing Rates for non-permit related research and projects (as may be required):

Building Official:

\$60.00 per hour

Plans Examiner:

\$55.00 per hour

Building Inspector:

\$55.00 per hour

Related Services (as may be required)

Natural disaster services, including post-disaster building/property damage assessments:

\$75.00 per hour

Code Enforcement testimony at Special Magistrate hearing:

\$60.00 per hour

Drainage Systems enforcement of all MS4 NPDES requirements (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): \$60.00 per hour



CERTIFICATE OF LIABILITY INSURANCE

HYBYR-1

OP ID: LO

DATE (MM/DD/YYYY)

10/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Plastridge Agency-PBGO 10337 N Military Trail Palm Beach Gardens, FL 33410 Ray Allen	CONTACT NAME: Ray Allen	
	PHONE (A/C No. Ext.): 561-630-4955	FAX (A/C No.): 561-630-4966
ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Ohio Security Insurance Co.		24082
INSURER B: Associated Industries ins. Co.		
INSURER C: Houston Casualty Company		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Hy Byrd, Inc.
511 S. East Coast Street
Lake Worth, FL 33460-4428

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR W/OVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		BLS1554516246	08/29/2014	08/29/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COM/OP AGG \$ 2,000,000
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				PROPERTY DAMAGE (PER ACCIDENT) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				\$
	DED	RETENTION \$				EACH OCCURRENCE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		AWC1027950	12/10/2013	12/10/2014	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	Professional Liab		HCC1421168	08/29/2014	08/29/2015	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						limit per aggregate 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder included as additional insured with respects to General Liability

CERTIFICATE HOLDER**CANCELLATION**

Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ray Allen

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CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois, or
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 has coverage in force for the following Named Insured as shown below:

Named Insured HY-BYRD INC.
 Address of Named Insured 511 S EAST COAST ST.
LAKE WORTH, FL 33460

POLICY NUMBER	276 8488-C01-56D	C81 5735-D08-59	625 2104-D03-89B	024 3588-F21-86G
EFFECTIVE DATE OF POLICY	08/01/2014-03/01/2015	04/08/2014-10/08/2014 10/08/2014-04/08/2015	04/08/2014-10/08/2014 10/08/2014-04/08/2015	06/21/2014-12/21/2014
DESCRIPTION OF VEHICLE	2008 DODGE RAM 1500 VIN:1D7HA16K06J528271	2014 JEEP PATRIOT SPORT VIN:1C4NJP84ED694539	2007 CHEVROLET TRAILBLAZE VIN:1GN0813887227400	2011 HONDA FIT VIN:HMJGEH1MBC007340
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
LIMITS OF LIABILITY				
a. Bodily Injury Each Person	\$1,000,000.00	\$1,000,000.00	\$500,000.00	\$500,000.00
a. Bodily Injury Each Accident	\$1,000,000.00	\$1,000,000.00	\$500,000.00	\$500,000.00
b. Property Damage	\$1,000,000.00	\$1,000,000.00	\$500,000.00	\$500,000.00
c. Bodily Injury & Property Damage Single Limit Each Accident				
PHYSICAL DAMAGE COVERAGES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$250.00 Deductible
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$250.00 Deductible
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$500.00 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$250.00 Deductible
EMPLOYER'S NON-OWNERSHIP COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
HIRED CAR COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			

Paul Roca
 Signature of Authorized Representative

AGENT 2680 08/05/2014
 Title Agent's Code Number Date

Name and Address of Certificate Holder
 TOWN OF LAKE PARK
 535 PARK AVENUE
 LAKE PARK, FL 33403

Name and Address of Agent
 PAUL ROCA STATE FARM
 4163 SOUTH CONGRESS AVE
 LAKE WORTH, FL 33461

CERTIFICATE HOLDER COPY

Check if a permanent Certificate of Insurance for liability coverage is needed:
 Check if the Certificate Holder should be added as an Additional Insured:

Remarks: "As provided for in Section 320.02(6)(e), Florida Statutes, the listed insurance policy(s) or surety bond(s) may not be canceled on less than 30 days written notice by the insurer to the Department of Highway Safety and Motor Vehicles, such 30 days notice to commence from the date notice is received by the Department"