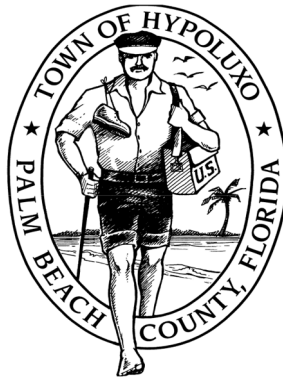


SPECIFICATIONS, GENERAL TERMS AND CONDITIONS

Request for Proposals for
Building Department and Related Services



TOWN OF HYPOLUXO
7580 SOUTH FEDERAL HIGHWAY
HYPOLUXO, FL 33462

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REQUEST FOR PROPOSALS

The Town of Hypoluxo will be receiving sealed proposals to provide **Building Department and Related Services**.

Sealed proposals (one original and five copies) will be received by the Town at 7580 South Federal Highway, Hypoluxo, Florida 33462 until **11:00 a.m. on Friday, July 12, 2024**. Any proposals received after the time specified will not be accepted and shall be returned unopened to the Proposer. All proposals will be publicly opened and read aloud in the Town Council Chambers.

The Request for Proposals is open to inspection and may be obtained at Town Hall, 7580 South Federal Highway, Hypoluxo, Florida 33462 or on the Town's website: www.hypoluxo.org.

No proposal may be withdrawn for a period of sixty (60) days after the scheduled closing date for the receipt of proposals except as otherwise provided in the Instructions to Proposers and Terms and Conditions.

The Town of Hypoluxo reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise. The award, if made, will be made to the most responsive Proposer whose proposal is determined by the Town, in its sole discretion, to be most advantageous.

TOWN OF HYPOLUXO, FLORIDA
Dixie Gualtieri
Deputy Town Clerk

Publish: Palm Beach Post
June 14, 2024

INSTRUCTIONS TO PROPOSERS AND TERMS AND CONDITIONS

GENERAL INFORMATION

The Proposal Documents consist of:

1. Request for Proposals;
2. Instructions to Proposers and Terms and Conditions;
3. Scope of Work/Specifications
4. Drug Free Workplace Certification;
5. Sworn Statement on Public Entity Crimes;
6. Proposal Form;
7. Standard Contract for Services;
8. Any Addenda issued prior to the date designated for receipt of proposal.

Complete sets of the Proposal Documents shall be used in preparing the submitted Proposal. The Town of Hypoluxo (“Town”) does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. The Proposal Form is to be filled in, signed, and all required documents are to be placed in a sealed envelope bearing the words “**Proposal for Building Department and Related Services**” on the outside and mailed or hand-delivered to the Town Clerk on or before the specified time and date. **Each Proposer shall submit one (1) original and five (5) copies of its Proposal.**

It is the Proposer’s sole responsibility to ensure that its Proposal is received by the Town Clerk on or before the closing date and time. The Town shall in no way be responsible for delays caused by any other occurrence. Proposals submitted by telephone, telegram or facsimile will **not** be accepted.

The proposal opening time shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered. Such proposals shall be returned unopened.

All proposals must be typewritten or filled in with pen and ink. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed or the signature attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All corrections made to the proposal price must be initialed.

Proposers shall not be allowed to modify their proposals after the opening time and date.

Pursuant to Section 119.071(1)(b)2, Florida Statutes, sealed proposals remain exempt from public disclosure until such time as the Town provides notice of its intended decision to accept a Proposal or for thirty (30) days after opening, whichever is earlier.

The submission of a proposal shall constitute an incontrovertible representation by the Proposer that the Proposal Documents and Contract are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the requested services.

For information concerning this Proposal, please contact:

Dixie Gualtieri, Deputy Town Clerk
Town of Hypoluxo
7580 South Federal Highway
Hypoluxo, FL 33462
(561) 582-0155

All questions must be submitted in writing by email to dgualtieri@hypoluxo.org at least seven (7) days prior to the proposal opening.

ACCEPTANCE/REJECTION

The Town reserves the right to accept or to reject any or all proposals in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Proposer, who in the sole opinion of the Town, is the lowest responsive, responsible Proposer and whose Proposal will be most advantageous to the Town. The Town reserves the right to reject the Proposal of any Proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not able to perform properly under this award. The Town reserves the right to re-issue the Request for Proposals.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal Response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the terms and conditions in this proposal solicitation are the only conditions applicable to the Proposal and the Proposer's authorized signature affixed to the Proposer acknowledgment form attests to this.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the Proposal Documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of Proposals will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Proposers prior to the established Proposal opening date.

Submission of a Proposal constitutes acknowledgment by the Proposer of the receipt of addenda. All addenda are a part of the Proposal Documents and each Proposer will be bound by such addenda, whether or not received. It is the responsibility of each Proposer to verify that the Proposer has received all addenda issued before Proposals are opened. No authorization is allowed by Town personnel to interpret, or give information as to Proposal requirements in addition to that which is contained in the written Proposal document and addenda.

CONTRACTUAL AGREEMENT

All terms and conditions of the Proposal Documents shall be included and incorporated in the Standard Contract, a copy of which is included in the Proposal Documents. The order of contract precedence shall be the Contract and then Proposal Documents and Proposal Response. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida.

FEDERAL AND STATE TAX

The Town is exempt from Federal and State taxes for tangible personal property. However, vendors or contractors doing business with the Town shall **not** be authorized to use the Town's Tax Exemption Number in securing materials for performance of the work associated with this Project.

LEGAL REQUIREMENTS

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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, subcontractor, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

VARIANCES

The Proposer shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of proposal evaluation, Proposers must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, the Town shall construe the Proposal to fully comply with the specifications, terms, and conditions as given herein.

AWARD

The Town reserves the right to hold all Proposals and Proposal Guarantees for a period not to exceed sixty (60) days after the date of proposal opening stated in the Request for Proposal.

PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the time set for opening of the proposals. Any proposals not so withdrawn shall, upon opening, constitute an irrevocable offer to sell to the Town the goods or services set forth in the attached specifications until one or more of the proposals have been duly accepted by the Town.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the Town and promptly demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of his/her Proposal, that Proposer may withdraw his/her Proposal. Thereafter, that Proposer will be disqualified from further proposals on the work.

CERTIFICATION

When applicable, vendor 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 vendor shown on the Proposal page.

NON-APPROPRIATIONS

The obligations of the Town to make a Proposal award and execute a Contract under the terms of this "Request for Proposal" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Town, at its sole discretion, shall have the right to reject all proposals.

PROPOSAL FORMS

In filling out proposal forms, Proposers 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 Proposer 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 a Proposer wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initialed 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 PROPOSERS

This proposal shall be awarded only to a responsible Proposer, qualified by experience to provide the services specified. Each Proposer shall submit the following information with its proposal:

- A. A list of five (5) client references providing the client's name, address, project representative, e-mail, 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 and location of all offices/facilities.
- C. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
- D. Statement or Proof of Insurance as described in the RFP.
- D. List of experience, equipment, and personnel requirements as set forth in the Scope of Work/Specifications. Include resumes as applicable.
- 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 contractor will be permitted to occupy such portions of the Town Center as permitted by the owner or its representative or as necessary to complete requested services. He shall leave the site of work in a neat and orderly condition equal to that which originally existed.

REGULATIONS, PERMITS AND FEES

The selected Proposer will be required to obtain at its own expense all licenses required to provide the required services to the Town. The selected Proposer 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.

INSURANCE REQUIREMENTS

The insurance requirements for the successful Proposer are set forth in Article 6 of the Standard Contract.

TERM OF CONTRACT

The initial term of the proposed contract shall be for a period of three (3) years, commencing on September 1, 2024, 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.

CONE OF SILENCE

This Request for Proposals is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract entered into in violation of the cone of silence provisions shall render the transaction voidable.

SCORING CRITERIA

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

Max. Points	Category
35	<i>Qualifications and Experience of Firm</i> <ul style="list-style-type: none">• Qualifications and experience with similar projects• Experience working with Government Agencies• Availability of qualified personnel• Certifications/Licenses
15	<i>References (provide a minimum of 5)</i> <ul style="list-style-type: none">• Provide at least three (3) government references from the past three (3) years• Demonstrated environment for good communication
15	<i>Location considerations and how it impacts on maintaining effective communication between the Town & Consultant</i>
35	<i>Contract Price</i>

NON-COLLUSION

By submitting a Proposal, each Proposer affirmatively represents that neither the Proposer nor any of its officers, partners, owners, agents, representatives, or employees have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer to submit a collusive or sham Proposal or have in any manner directly or indirectly sought by agreement or collusion to fix the prices of the Proposal or to secure through any agreement or collusion any advantage. The prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, or employees.

SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a proposer's social, political, or ideological interests when determining if the proposer is responsible. Further, the Town may not give a preference to a proposer based on the proposer's social, political, or ideological interests.

SCOPE OF WORK/SPECIFICATIONS

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

The Town of Hypoluxo requests proposals from all qualified and interested firms with the experience and technical qualifications to provide comprehensive Building Department services **commencing September 1, 2024**. Proposing firms shall have the capability of providing personnel possessing all licenses and certifications required by Florida Statutes. Work will be performed within the Town of Hypoluxo. The selected firm will be responsible for all Building Department services including, but not limited to, permit reviews, plans examining, Building Official duties in accordance with state statutory provisions, building inspections, code enforcement inspections, drainage system inspections, natural disaster inspections and building damage assessments and all communications and meetings required by the Town involving these Building Department responsibilities.

In the three-year period from January 1, 2020 through December 31, 2023, the Town of Hypoluxo collected \$664,773.10 in Building Permit and Plan Review Fees.

Building Official

The Firm 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;
- Reviewing milestone inspection reports for compliance with the requirements of Section 533.899, Florida Statutes, and administering the inspection process;
- Liaison to the construction industry, State, contractors, and the 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.
- Acting as the Town’s floodplain administrator and 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.

Plans Examiner

The Firm 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 Hypoluxo Code of Ordinances, specifically including the Zoning Code regulations. 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 Firm 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 Firm 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 Firm 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 Firm 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 Firm. 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 Department services, the following response times shall be adhered to:

1. Responses to public inquiries (within two business days or scheduled appointment during on-site office hours).
2. Plan review (within seven calendar days).
3. Inspections (final inspections to be scheduled during on-site office hours; in progress inspections on the next business day for requests made prior to 3:00 p.m. the prior day).

Performance Standards:

This subsection provides a summary of the minimum performance standards for the Firm. Final

provisions shall be determined during contract negotiations:

1. Under normal circumstances, all inspections shall be conducted within the normal business hours of 8:00am to 4:00pm, Monday through Friday, and inspection results made available by 4:00pm the following business day.
2. Firm shall provide a Building Official and/or Building Inspector on-site at Town Hall for a minimum of four (4) consecutive hours one (1) day each week.
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.
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 Firm 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. Firm 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 Hypoluxo.
9. All sketches, tracings, drawing, computation details, designs, calculations, records from inspections, work papers and other documents and plans that result from the firm providing services shall be the property of the Town.
10. The Firm shall coordinate activities with the Florida Building Commission as needed.
11. The Firm shall coordinate activities with the Boynton Beach Fire Department Staff.
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 Firm maintain the necessary education/certification and data to ensure an acceptable ISO (Insurance Service Office) rating.

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to the Town of Hypoluxo, Florida

by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the Individual
signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 20__ by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Town of Hypoluxo, Florida

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.
2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
 - C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Town from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees

and/or costs.

I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 20__ by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

PROPOSAL FORM

Proposal of _____ to furnish all materials, equipment, and labor and to perform all work in accordance with the requirements of the Proposal Documents and Scope of Work/Specifications for: **Building Department and Related Services for the Town of Hypoluxo**

TO: Dixie Gualtieri, Deputy Town Clerk
Town of Hypoluxo
7580 South Federal Highway
Hypoluxo, FL 33462

PROPOSAL OPENING DATE: FRIDAY, 1, 2024 AT 10:00 A.M. AT HYPOLUXO TOWN HALL, 7580 SOUTH FEDERAL HIGHWAY, HYPOLUXO, FL 33462.

The Proposer is responsible to provide an on-site Building Official for a minimum of one (1) day per week (four consecutive hours per day between the hours of 8 a.m. and 4 p.m.); Building Inspector and Plans Examiner as needed to perform Building Department activities for the Town, for a twenty-four (24) month period. The Proposer must provide verification of experience working with government agencies, and the ability to work within the identified Scope of Work/Specifications.

Proposer's Name: _____
(Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: _____

Address: _____

Telephone No.: _____ Fax Number: _____

Contact representative: _____

E-mail: _____

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFP, and proposes and agrees that if this proposal is accepted by the Town, the Proposer will enter into the standard Town contract to provide the services as stated in this proposal and in accordance with the terms and conditions of this RFP.

Authorized Representative's Signature

Date

Name:

Position:

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 department 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 BUILDING DEPARTMENT AND RELATED SERVICES FOR THE TOWN OF HYPOLUXO

Building Department Services (Each proposal may contain a revenue share percentage and/or loaded hourly rates)

A. Revenue Sharing Percentage of Permit Fees:

_____ percent

B. Hourly Loaded Billing Rates:

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

CONTRACT FOR SERVICES

This Contract is made as of the _____ day of _____, 2024, by and between the Town of Hypoluxo, a Florida municipal corporation, hereinafter referred to as the TOWN, and _____ [] 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 _____.

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 and provide necessary personnel to accommodate the TOWN's needs for Building Department and Related Services as described in the Scope of Work/Specifications Section of the TOWN's Request for Proposals for Building Department and Related Services, which is incorporated herein by reference.

The TOWN'S representative/liaison during the performance of this Contract shall be Dixie Gualtieri, Deputy Town Clerk.

ARTICLE 2. TERM/COMMENCEMENT DATE

This agreement shall become effective September 1, 2024 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 two (2) 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 based on (fee split/hourly rates). CONTRACTOR'S Proposal is hereby 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.

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 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.

- B. The CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability, including Professional Liability Errors and Omissions insurance in the amount of \$1,000,000.00 in aggregate to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- C. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the TOWN.
- E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN OF HYPOLUXO as an "**Additional Insured.**"

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 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. DISPUTE RESOLUTION, LAW, VENUE, AND REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The VILLAGE and CONTRACTOR **knowingly, voluntarily, and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Contract.**

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 Contract.

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

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its 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 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 Hypoluxo.

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 Hypoluxo
7580 South Federal Highway
Hypoluxo, Florida 33462
Attention: Mayor Michael Brown

and if sent to the CONTRACTOR shall be mailed to:

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 default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 26. AUDITS

CONTRACTOR shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the Services for at least three (3) years after completion of this Contract. The TOWN shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 27. LEGAL EFFECT

This Contract shall not become binding and effective until approved by the TOWN Council of the TOWN of Hypoluxo 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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS, DEPUTY TOWN CLERK DIXIE GUALTIERI AT (561) 582-0155 OR DGUALTIERI@HYPOLUXO.ORG, 7580 SOUTH FEDERAL HIGHWAY, HYPOLUXO, FL 33462

CONTRACTOR shall comply with the provisions of Section 119.0701, Florida Statutes, and specifically agrees to:

- A. Keep and maintain public records required by the TOWN to perform the service.
- B. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 for the duration of the Contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.
- D. Upon completion of the Contract, transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

ARTICLE 31. E-VERIFY

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the Town has a good faith belief that CONTRACTOR

has knowingly violated Section 448.09(1), Florida Statutes, the TOWN shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the TOWN has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

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 HYPOLUXO

CONTRACTOR:

BY: _____
MAYOR

BY: _____
Name:
Title:

ATTEST:

WITNESSED BY:

BY: _____
TOWN CLERK

Print Name:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
TOWN ATTORNEY

Exhibit "A"

Building Permit Fees

Permit Fees:	
Permit	\$100.00 plus 2.00% of estimated value
Permit Extension (up to 90 days)	\$50.00
Failure to Obtain Permit	2 times permit fee plus penalties up to 300% of permit fee
Permit Reissuance	\$50.00
Permit Transfer	\$50.00
Plan Review Fees:	
Residential	10% of estimated permit fee Minimum \$50.00
Commercial	10% of estimated permit fee Minimum \$100.00
Revisions:	
Minor Revision (<i>including, but not limited, to revisions to electrical, mechanical or plumbing and changes to structural components on set of submitted or permitted plans that do not change the model of the unit or the square footage and layout of the structure, as determined by the Building Official</i>)	Pre-Permit \$25.00 Post-Permit \$65.00 per hour billed to the nearest half-hour (Minimum \$65.00)
Major Revision (<i>changes to the model of the unit or the square footage and layout of the structure, as determined by the Building Official, on a set of submitted or permitted plans</i>)	Pre-Permit \$65.00 per hour billed to the nearest half-hour (Minimum \$65.00) Post-Permit \$65.00 per hour billed to the nearest half-hour (Minimum \$65.00)
Inspection Fees:	
Reinspection	1 st Reinspection \$ 50.00 2 nd Reinspection 100.00 3 rd Reinspection 150.00 4 th Reinspection 250.00
Miscellaneous Inspection	\$50.00
Replacement Documents:	
Permit Card	\$35.00
Stamped Plans	\$35.00 plus printing costs
Temporary Certificate of Occupancy	
Residential Single-Family	\$200.00

Multi-Family and Commercial	\$500.00 plus \$50.00 per condition
Building Board of Adjustment Appeal	\$750.00