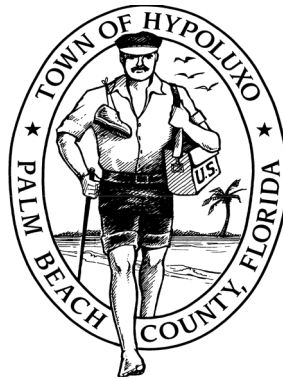


**INVITATION FOR SEALED BIDS FOR
TOWN HALL ROOF REPLACEMENT**



TOWN OF HYPOLUXO
7580 SOUTH FEDERAL HIGHWAY
HYPOLUXO, FL 33462

**ADVERTISEMENT, INSTRUCTIONS TO BIDDERS,
SPECIFICATIONS AND BID FORMS**

ADVERTISEMENT

The Town of Hypoluxo will be receiving sealed bids for the furnishing of labor, equipment and material for the replacement of the metal roof at Town Hall within the Town of Hypoluxo (“Project”) at the Town Clerk’s Office, Hypoluxo Town Hall, 7580 South Federal Highway, Hypoluxo, FL 33462 until **2:00 p.m. EST on FEBRUARY 23, 2022**, which time they will be opened and read aloud in Town Council Chambers.

The complete Invitation to Bid, including all specifications and bid forms, may be obtained by bona fide bidders at Hypoluxo Town Hall, 7580 South Federal Highway, Hypoluxo, FL or on the Town’s website at: www.hypoluxo.org

Bids must be accompanied by Bid Security. The amount of the security shall not be less than five (5%) percent of the Bidder’s total price indicated in the Bid Proposal Form.

No bid may be withdrawn for a period of sixty (60) days after the scheduled closing date for the receipt of bids.

The Town of Hypoluxo shall accept the bid of the responsible bidder that best meets the needs of the Town, taking into consideration, among other things, the financial responsibility of the bidder, proven skill and experience, capability to perform the contract on a timely basis, previous satisfactory performance, and such other abilities of the bidder that the Town, in its sole discretion, determines will enable the bidder to perform effectively and efficiently.

The Town reserves the right to reject any and all bids, in whole or in part, to make awards either as individual items or as a total combined bid, whichever it considers in the best interest of the Town, and to waive any informality in any bid.

All bidders are encouraged to perform a site visit prior to submitting their bid.

TOWN OF HYPOLUXO, FLORIDA
Dixie Gualtieri, Deputy Town Clerk

Publish: Palm Beach Post
Date: January 26, 2022

INSTRUCTIONS TO BIDDERS AND SPECIFICATIONS

SECTION 1. GENERAL INFORMATION

The Bid Documents consist of the Advertisement, the Instruction to Bidders and Specifications, the Bid Proposal Form, the Drug Free Workplace Certification, the Sworn Statement on Public Entity Crimes, the Sworn Statement on Discrimination, the Scrutinized Vendor Certification; the Bid Bond Form, the Contract, the Project Drawings and any Addenda issued prior to the date designated for the receipt of Bids.

The Town will receive sealed bids at the Town Clerk's Office, Hypoluxo Town Hall, 7580 South Federal Highway, Hypoluxo, Florida 33462 until **2:00 p.m. EST on FEBRUARY 23, 2022**. Any bids received after the time specified will not be accepted and shall be returned unopened to the Bidder. All Bids shall be publicly opened and read aloud in the Town Hall Council Chambers.

SECTION 2. BID SUBMISSION.

Complete sets of the Bid Documents shall be used in preparing the Bid Proposal. The Town of Hypoluxo ("Town" or "Owner") does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

The Bid Proposal Form is to be completed, signed and placed in a sealed envelope bearing the words "**Bid for Town Hall Roof Replacement**" on the outside and mailed or presented to the Deputy Town Clerk on or before the specified time and date. The Bid Proposal Form shall be accompanied by: (1) a Statement of Qualifications; (2) Drug Free Workplace Certification; (3) Sworn Statement Regarding Public Entity Crimes; (4) Sworn Statement Regarding Discrimination (5) Scrutinized Vendor Certification; (6) Bid Bond or other acceptable form of bid security; and (7) any required Certifications.

It is the sole responsibility of the Bidder to ensure that the Bid is received by the Deputy 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. Bids submitted by telephone, telegram or facsimile will not be accepted.

The Bid opening time shall be scrupulously observed. Under no circumstances shall Bids delivered after the time specified be considered. Such Bids will be returned to the vendor unopened.

Bids 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 and attested by the secretary or an assistant secretary. The corporate address shall be shown below the signature.

Bids 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.

The submission of a Bid shall constitute an incontrovertible representation by the Bidder that the

Bid Documents are sufficient in scope and detail to indicate and convey a complete understanding of all terms and conditions for performance of the work and the completion of the Project.

SECTION 3. SPECIFICATIONS

The description of the Work is as follows: Metal Roof Replacement/Gulf Coast .021 Aluminum 1” Golflok System Standard SMP Finish, including a 35-year Ocean Guard Salt Water Warranty.

The detailed specifications are attached hereto and incorporated herein.

SECTION 4. CONTACT PERSON

For information concerning this Bid, please contact:

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

All questions must be submitted in writing by e-mail to dgualtieri@hypoluxo.org at least five (5) days prior to the bid opening.

SECTION 5. ACCEPTANCE/REJECTION

The Town shall accept the Bid of the responsible Bidder that best meets the needs of the Town, taking into consideration, among other things, the financial responsibility of the Bidder, proven skill and experience, capability to perform the contract on a timely basis, previous satisfactory performance, and such other abilities of the Bidder that the Town, in its sole discretion, determines will enable the Bidder to perform effectively and efficiently.

The Town reserves the right to reject any and all Bids, in whole or in part, to make awards either as individual items or as a total combined Bid, whichever it considers in the best interest of the Town, and to waive any informality in any Bid.

SECTION 6. INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Bidder as to the meaning of the Bid Documents. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Bids 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 Bidders prior to the established Bid opening date. Submission of a Bid constitutes acknowledgment by the Bidder of the receipt of addenda. All addenda are a part of the Bid Documents and each Bidder will be bound by such addenda, whether or not actually received. It is the responsibility of each Bidder to verify that he or she has received all addenda issued before Bids are opened. Town personnel are not authorized to interpret or give information as to Bid requirements in addition to that which is contained in the written Bid Documents and addenda.

SECTION 7. BID SECURITY

Each Bid shall be accompanied by a Bid Security in the form of a Bid Bond (or at the Bidder's option, a cashier's check or money order) in an amount equal to at least five percent (5%) of the Bid price pledging that the Bidder will, within fourteen (14) days after the Town accepts the Bid, enter into the Contract with the Town and furnish the bonds required by the Bid Documents. Should the Bidder refuse to enter into the Contract or fail to furnish such bonds, the amount of the Bid Security shall be forfeited to the Town as liquidated damages, not as a penalty.

SECTION 8. CONTRACTUAL AGREEMENT

The Bid Documents shall be included and incorporated into the Contract. For purposes of interpretation, the order of contract precedence will be the Contract and then the remaining Bid Documents. The Bid Documents shall be construed in a manner so as to give effect to each term and condition whenever possible. In the event of an express conflict, the more restrictive or specific provision shall control.

SECTION 9. PAYMENT AND PERFORMANCE BOND

The selected Bidder shall be required to furnish the Town with a Performance and Payment Bond in an amount not less than the proposed amount to complete the Project and provide all goods and services under this Invitation to Bid. The Bond shall continue in effect for the duration of the Project and for one (1) year after final completion and acceptance thereof covering the faithful performance of the Contract and payment of all obligations arising thereunder. To be acceptable to the Town, the public construction bond shall comply with the following provisions:

- (A) The bond shall be secured from a Surety Company licensed in the State of Florida.
- (B) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (C) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (D) The Surety Company shall have twice the minimum surplus and capital required by the Florida Insurance Code shall be in full compliance with all other provisions of the Insurance Code.
- (E) Delay damages arising of the delay by the selected Bidder (if applicable under the Contract) shall be included within the coverage of the public construction bond.

The selected Bidder shall deliver the required and executed bond to the Town within five (5) days of the award of the resulting contract, but not less than three (3) days prior to commencement of any work at the Project site

SECTION 10. INSURANCE REQUIREMENTS

- (A) Prior to the approval of the Contract, the selected Bidder shall provide to the Town certificates evidencing insurance coverage in the minimum amounts 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 selected Bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the Town. Failure to comply with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under a resulting contract.
- (B) The selected Bidder shall maintain, during the life of a resulting contract, commercial general liability, including contractual liability insurance, in the amount of \$1,000,000 per occurrence or \$2,000,000 in aggregate to protect the selected Bidder 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 a resulting contract, whether such operations be performed by the selected bidder or by anyone directly employed by or contracting with the selected bidder.
- (C) The selected Bidder shall maintain, during the life of a resulting 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 selected bidder 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 selected bidder or by anyone directly or indirectly employed by the selected Bidder.
- (D) The parties to the resulting 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 other party.
- (E) All insurance, other than Worker's Compensation, to be maintained by the selected bidder shall specifically include the Town as an Additional Insured.

SECTION 11. VARIANCES

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications set forth in the Bid Documents. For purposes of Bid evaluation, Bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the bid, it shall be construed that the Bid fully complies with the specifications, terms and conditions as given herein.

SECTION 12. BRAND NAMES

The Town reserves the right to order specific brand/manufacturer items on a "NO SUBSTITUTE" basis where those items have been found by usage and experience to be the most durable, suitable,

and acceptable for the operational conditions of the Town.

SECTION 13. AWARD

The Town reserves the right to hold all Bids and Bid Security for a period not to exceed sixty (60) days after the date of bid opening stated in the Invitation to Bid.

SECTION 14. BID WITHDRAWAL

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

If, within twenty-four (24) hours after Bids are opened, any Bidder 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 the Bid, that Bidder may withdraw their Bid. Thereafter, that Bidder will be disqualified from further bids on the Project.

SECTION 15. CERTIFICATION

When applicable, the Bidder must hold a Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt. Copy of the Certificate and Receipt shall be submitted with Bid and shall be in the name of the Bidder as shown on the Bid Proposal Form.

SECTION 16. NON-APPROPRIATIONS

The obligations of the Town to make a bid award and execute a Contract under the terms of this Invitation to Bid 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 Bids.

SECTION 17. BID FORMS

In filling out Bid forms, Bidders shall be governed by the following provisions.

- (A) Bids must be made on the blank provided herewith, and all blank spaces in the Bid Proposal Form must be filled in.
- (B) Lump sum Bids shall be shown in both figures and writing.
- (C) Bids must be signed in ink by the Bidder with the signature in full.
- (D) Bids 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 bid.
- (E) If a Bidder wishes to change prices, the Bidder shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the bid. Any

changes or alteration of prices in the bid must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the bid as informal or irregular.

SECTION 18. STATEMENT OF QUALIFICATIONS

This Bid shall be awarded only to a responsible Bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with its Bid:

- (A) Certifications required by Section 15 above.
- (B) Experience record showing the Bidder's training and experience in similar work.
- (C) List and brief description of similar work satisfactorily performed with location, dates of contracts, names, telephone numbers and addresses of owners.
- (D) List of equipment and facilities available to do the work.

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

SECTION 19. SITE ACCESS AND DUTIES

For the performance of the contract, the successful Bidder will be permitted to occupy such portions of the Project site as permitted by the Town or its representative. Should the successful Bidder require additional area, he shall make the necessary arrangements for such use.

Upon completion of the work and before acceptance and final payment is made, the successful Bidder shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind and leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work will be disposed of at locations satisfactory to the Town.

SECTION 20. COMPLIANCE WITH CODES/REQUIREMENTS

All work performed in connection with this Project shall be in compliance with all building codes and other applicable laws, ordinances and regulations. In accordance with Section 255.20, Florida Statutes, the selected bidder must comply with the requirements for state-produced lumber as provided in that section.

BID PROPOSAL FORM

Bid of _____ to furnish all materials, equipment and labor and to perform all work in accordance with the requirements of the Bid Documents for: **Town Hall Roof Replacement.**

NOTE: Bids shall include all sales taxes, all other applicable fees, and all requirements of the Bid Documents. Bidder agrees to perform all work described in the Bid Documents, including but not limited to the Specifications, for the following lump sum:

1. TOTAL AMOUNT OF BID:

\$ _____.

Written Out: _____
Dollars and _____ Cents.

2. TIME OF COMPLETION:

The Bidder warrants completion of the Project within following number of days:

Written Out: _____ Days.

3. COST OF ADDITIONAL WOOD (AS NECESSARY)

Cost to remove and replace 1/2" plywood per sheet \$ _____
Cost to remove and replace 5/8" plywood per sheet \$ _____
Cost to remove and replace T-11 per sheet \$ _____
Cost to remove and replace 1"x 4" PINE \$ _____ Cedar \$ _____ Per LFT
Cost to remove and replace 1"x 6" PINE \$ _____ Cedar \$ _____ Per LFT
Cost to remove and replace 1"x 8" PINE \$ _____ Cedar \$ _____ Per LFT
Cost to remove and replace 1"x 10" PINE \$ _____ Cedar \$ _____ Per LFT
Cost to remove and replace 2"x 4" PINE per LFT \$ _____
Cost to remove and replace 2"x 6" PINE \$ _____ Cedar \$ _____ Per LFT
Cost to remove and replace 2"x 8" PINE \$ _____ Cedar \$ _____ Per LFT
Cost to remove and replace 1"x 6" Tongue&Groove PINE \$ _____ Cedar \$ _____ Per LFT
Cost to remove and replace 1"x 8" Tongue&Groove PINE \$ _____ Cedar \$ _____ Per LFT

The undersigned Bidder has carefully examined the Bid Documents and the site of the proposed work. The undersigned is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done. The undersigned agrees to do all the work and furnish all materials called for by the Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Town of Hypoluxo, for the total price and within the number of days designated in the spaces provided above.

Signature

Print Name

Title

Date

Phone Number

Address

E-mail Address

Witnessed or Attested by:

Print Name:

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 bid 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 bid, 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.

Bidder's Signature

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC 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 bid 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 bids or applies to bid 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:

**SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a),
FLORIDA STATUTES, ON DISCRIMINATION**

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 "discrimination" as defined in Section 287.134(1)(b), **Florida Statutes**, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

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

- a. A predecessor or successor of an entity that discriminated; or
- b. An entity under the control any natural person who is active in the management of the entity that discriminated. 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 entity, or the 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 entity controls another entity.

4. I understand that an "entity" as defined in Section 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 bids or applies to bid 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.

5. 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 placed on the discriminatory vendors list.

_____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 placed on the discriminatory vendors list.

_____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 placed on the discriminatory vendors list. 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 discriminatory vendors 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 THIS 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:

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address and Principal Place of Business):

OWNER (Name and Address):

BID DUE DATE: _____

PROJECT: Town Hall Roof Replacement

BOND:

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the next page hereof, do cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____ (Seal)

_____ (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors,

administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth in the face of this Bond.

2. Default of Bidder shall occur upon failure of the Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Contract required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner.

4. Payment under this Bond will be due and payable upon default by Bidder within 30 calendar days after receipt by Bidder and surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state and county in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of the Bond. Such notices may be sent by personal

delivery, commercial courier, or by United States registered or certified mail, return receipt required, postage pre-paid and shall be deemed to be effective upon receipt by the party concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

10. The term "Bid" as used herein include a bid, offer or proposal as applicable.

CONTRACT

This Contract is made as of the _____ day of _____, 2022, by and between the TOWN OF HYPOLUXO, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as TOWN, and _____, a _____ corporation or partnership authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is _____.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the CONTRACTOR shall provide to the TOWN all goods and services requested under Invitation to Bid for the Town Hall Roof Replacement (“ITB”) and as further stated in CONTRACTOR’s Bid Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF THE CONTRACTOR.

A. The CONTRACTOR shall provide all goods and services as stated in the ITB and the Project Drawings referenced therein in accordance with the Bid Proposal (hereinafter referred to as “Work”), which are incorporated herein by reference, to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the Work is provided.

B. The Work provided by the CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract and upon written notice from the TOWN to proceed.

ARTICLE 2. PERIOD OF SERVICE.

A. This Contract and the provision of all Work hereunder shall be completed by the CONTRACTOR within _____ (____) days of a notice to proceed or for such other period of time agreed to in writing by the parties in accordance with the terms and conditions of this Contract from the date of a Notice to Proceed from the TOWN.

B. The CONTRACTOR shall not be considered in default by reason of any failure in performance of the Work 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; unreasonable utility provider delays, unreasonable permitting delays and abnormally severe and unusual weather conditions.

C. 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.

D. Notwithstanding the foregoing, the CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the TOWN for direct, indirect, consequential, impact or other costs, expenses or damages, including

but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, that this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the TOWN or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the schedule in this Contract as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

ARTICLE 3. TOWN'S REPRESENTATIVE.

Unless otherwise specified by the TOWN, the TOWN's representative shall be Dixie Gualtieri, Deputy Town Clerk.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

A. The TOWN agrees to compensate the CONTRACTOR in accordance with CONTRACTOR's Bid Proposal in response to the ITB. The total and cumulative amount of this Contract shall not exceed _____ (\$_____).

B. CONTRACTOR shall invoice the TOWN on the form provided as Exhibit "A" and include such information as requested in Exhibit "A". Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the TOWN's representative, indicating that the Work has been provided and rendered in conformity with the Contract prior to payment. Invoices will normally be paid within thirty (30) days following the TOWN representative's approval.

C. Work undertaken or expenses incurred that exceeds an amount set forth in this Contract without prior written authorization from the TOWN shall be the liability of the CONTRACTOR.

D. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

E. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the TOWN. This certifies that all Work has been properly performed and all charges have been invoiced to the TOWN. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The TOWN will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of the Work.

F. If the TOWN fails to make any payment due the CONTRACTOR for the Work under this Contract within forty-five (45) days after the CONTRACTOR's transmittal of its invoice to the TOWN, the CONTRACTOR may, after giving notice to the TOWN, suspend the Work under this Contract until it has been paid in full all amounts due.

G. If the TOWN disputes any invoice or part of an invoice, TOWN shall notify CONTRACTOR of such dispute within fifteen (15) days of receipt of the invoice. TOWN reserves the right to off-set, reduce or withhold any payment to CONTRACTOR in accordance with the terms and conditions of this Contract.

ARTICLE 5. 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 Contract 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 Section 768.28, Florida Statutes.

ARTICLE 6. PERSONNEL.

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.

B. All of the Work required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of the CONTRACTOR's personnel (and all sub-contractors) while on TOWN premises, will comply with all TOWN requirements governing conduct, safety, and security.

ARTICLE 7. TERMINATION.

A. This Contract may be cancelled by the CONTRACTOR upon ten (10) 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. It may also be terminated, in whole or in part, by the TOWN, with or without cause, upon ten (10) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for Work 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:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

3. Transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN.
4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 8. FEDERAL AND STATE TAX.

The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN's Tax Exemption Number in securing such materials.

ARTICLE 9. INSURANCE.

Prior to commencing any Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required in the Bid Documents. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN as an Additional Insured.

ARTICLE 10. 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 11. GOVERNING LAW, VENUE AND REMEDIES.

A. This Contract shall be governed by the laws of the State of Florida. In the event of any conflict between any portion of this Contract and Florida law, the laws of Florida shall prevail. The STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, shall determine the forum and venue in which any dispute under this Contract is decided.

B. 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.

C. The TOWN 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 12. INDEPENDENT CONTRACTOR RELATIONSHIP.

The CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent CONTRACTOR, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the Work 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.

ARTICLE 13. ACCESS AND AUDITS.

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after completion of this Contract. The TOWN shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at the 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 14. 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 15. 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 16. AUTHORITY TO PRACTICE.

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

ARTICLE 17. 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 18. MODIFICATIONS OF WORK.

A. The TOWN reserves the right to make changes in the 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: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the TOWN of any estimated change in the completion date, and (3) advise the TOWN if the contemplated change shall effect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

B. If the TOWN so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by the contemplated change, pending the TOWN's decision to proceed with the change.

C. 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 19. PROTECTION OF WORK AND PROPERTY.

A. The CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the TOWN's property and adjacent private and public 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.

B. Until acceptance of the Work by the TOWN, the TOWN's property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.

C. The CONTRACTOR will also take every necessary precaution to ensure the safety of the TOWN, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

D. The CONTRACTOR shall have the responsibility to repair, rebuild or restore to its former condition any and all portions of existing utilities, structures, equipment, appurtenances or facilities, other than those to be paid for under the specifications, which may be disturbed or damaged due to his construction operations. The Contractor shall be responsible for the damage to all ornamentals and other existing vegetation including grasses, shrubbery, palms, trees and others on abutting private property and shall replace them in a growing condition of the same size and type which he removed or damaged due to his construction operations for which no separate payment will be made.

ARTICLE 20. 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
Attn: Michael C. Brown, Mayor
7580 South Federal Highway
Hypoluxo, FL 33462
and if sent to the CONTRACTOR shall be mailed to:

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

ARTICLE 21. TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES.

Time is of the essence in all respects under this Contract, and the parties agree that the TOWN will suffer financial loss if the work contemplated herein is not completed within the time specified, including any authorized extensions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, the TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay to the TOWN an amount equal to \$500.00 per day for each calendar day that expires after the time specified for completion. Liquidated damages may be deducted from payments due to the CONTRACTOR.

ARTICLE 22. 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. This Contract specifically incorporates by references the provisions required for Department of Transportation Funded Agreements and Federal Aid Construction Contracts attached to the ITB, with the exception of the Davis-Bacon Act.

ARTICLE 23. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof",

“hereunder”, “hereinafter” and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 24. WAIVER.

Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties’ right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 25. PREPARATION.

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

ARTICLE 26: 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 27. EXHIBITS AND CONTRACT DOCUMENTS.

Each exhibit and other contract documents referred to in this Contract forms an essential part of this Contract. The exhibits and other contract documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 28. LEGAL EFFECT.

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

ARTICLE 29. SURVIVABILITY.

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

ARTICLE 30. DEFAULT.

A. 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:

1. The filing of a lien by any sub-CONTRACTOR, sub-contractor or third tier sub-contractor including, but not limited to materialmen, 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;

2. 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
3. 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.
4. Due to circumstances within the control of the CONTRACTOR, CONTRACTOR fails to provide the Work under this Contract on schedule as agreed to by CONTRACTOR in this Contract.

B. CONTRACTOR shall provide written notice to the TOWN of the occurrence of any event of default within five (5) days of CONTRACTOR's receipt of notice or knowledge of any such default.

ARTICLE 31. WARRANTY.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection, subject to the conditions set forth in the Plans and Specifications. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the TOWN, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense.

ARTICLE 32. 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.

ARTICLE 33. WAIVER OF SUBROGATION.

CONTRACTOR hereby waives any and all rights to Subrogation against the TOWN, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 34. 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. CONTRACTOR shall also comply with all State of Florida Inspector General requirements as set forth in Section 20.055(5), Florida Statutes.

ARTICLE 35. PUBLIC RECORDS

IF THE 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 PUBLIC RECORDS AT: (561) 582-0155; DGUALTIERI@HYPOLUXO.ORG; OR 7580 SOUTH FEDERAL HIGHWAY, HYPOLUXO, FL 33462.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public records required by the TOWN to perform the service.
2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. 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 the CONTRACTOR does not transfer the records to the TOWN.

4. 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 services. 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.

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

ARTICLE 36. REPRESENTATIONS/BINDING AUTHORITY.

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

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

CONTRACTOR:

BY: _____

Print Name: _____

Title: _____

TOWN OF HYPOLUXO

BY: _____

MICHAEL C. BROWN
MAYOR

ATTEST:

BY: _____

DEPUTY TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
TOWN ATTORNEY

EXHIBIT "A"
INVOICE FORM AND REQUIREMENTS
(FORM ATTACHED)

APPLICATION FOR PAYMENT NO. _____

To: TOWN OF HYPOLUXO (OWNER)

From: _____

Contract: Town Hall Roof Replacement

For Work accomplished through the date of: _____20__.

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ _____
3.	Current Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date:	\$ _____
5.	Less previous Application for Payments:	\$ _____
6.	DUE THIS APPLICATION (6 MINUS 7):	\$ _____

Accompanying Documentation:

CONTRACTOR'S Certification: The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done and goods purchased under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work, materials and equipment covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances, and (3) all Work, materials and equipment covered by this Application for Payment are in accordance with the Contract Documents and not defective.

Dated _____ By: _____
Contractor

State of _____

County of _____

Subscribed and sworn to before me this _____
day of _____, 20__

Notary Public

My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____ By: _____