

## **CONTRACT FOR BUILDING INSPECTIONS AND PLAN REVIEW SERVICES**

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the **Town of Highland Beach, Florida**, a municipal corporation with its office located at 3614 So. Ocean Blvd., Florida 33487, hereinafter referred to as the “Town,” and **C.A.P. Government, Inc.**, a Florida corporation, with its office located at 1910 N. Mango Road, West Palm Beach, FL 33409, hereinafter referred to as “Contractor.”

### **RECITALS**

WHEREAS, the Town is a municipal corporation organized and existing pursuant to its charter and the laws of the State of Florida; and

WHEREAS, the City of Boynton Beach issued Request for Proposal No. 021-2411-20/RW for Supplemental Building Inspections and Plan Review Services and awarded the Contractor a Professional Services Agreement for these services; and,

WHEREAS, the Town is in need of building inspections and plan review services and Contractor has agreed to provide those services as requested by utilizing the Contractor’s City of Boynton Beach agreement which is valid until February 16, 2023 (with two (2) additional one (1) year extension options); and

WHEREAS, Contractor further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the Town finds utilizing the existing City of Boynton Beach Agreement described herein serves a valid public purpose.

NOW, THEREFORE, the Town hereby engages the services of Contractor, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

### **I. GENERAL CONDITIONS**

**1.1 Contract Documents.** The Contract Documents are incorporated herein by reference as if originally set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of RFP No. 021-2411-20/RW (the “RFP”), the Professional Services Agreement for Supplemental Building Inspections and Plan Review Services between the Contractor and the City of Boynton Beach (the “Boynton Beach Contract”) (as amended herein), this Contract, and any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the Services, Contractor finds an ambiguity, error or discrepancy in the Contract Documents, Contractor shall so notify the Town, in writing, at once and before proceeding shall obtain a written interpretation or clarification. In resolving conflicts in any of the Contract Documents, the order of

precedence shall be as follows:

- First Priority: Duly executed Change Orders; Work Direct Changes; and, Amendments
- Second Priority: This Contract
- Third Priority: The Boynton Beach Contract
- Fourth Priority: The RFP.

The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

**1.2 Contract Administrator.** Contractor shall follow the instructions of the Town's Contract Administrator. The Contract Administrator shall be the Town Manager or the Town Manager's designee. In the administration of this Contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

**1.3 Contract Rates.** The Town engages Contractor to provide the Services at the rates established in the Boynton Beach Contract (see **Exhibit A** attached hereto and incorporated herein).

**1.4 Term.** The term of this Contract shall be from the execution by the Town for a period of one (1) year. The Town Manager is authorized to extend the Contract for one additional year. The Town, however, may terminate this Contract as stated herein.

## **II. SCOPE OF SERVICES/WORK**

**2.1 Services.** Contractor agrees to provide to the Town the building inspections and plan review services as set forth in the RFP and the Boynton Beach Contract, as amended herein, and in accordance with the Town's Code of Ordinances (collectively, the "Services"). The Town does not guarantee the Contractor any minimum amount of hours or annual earnings under this Contract.

**2.2 Schedule.** Contract shall perform the Services hereunder during normal business hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, as needed, or as may be altered by mutual agreement.

**2.3 Quality.** Contractor represents to the Town that the Services to be performed under this Contract shall be in accordance with accepted and established trade practices and procedures recognized in Contractor's trade in general and that Contractor's Services shall conform to the highest standards and in accordance with this Contract.

2.4 **Licensed.** Contractor represents that it is licensed to do business in the State of Florida and further warrants its capability and experience to perform the Services provided for herein in a professional and competent manner.

### **III. PERSONNEL; SUBCONTRACTORS**

3.1 **Personnel.** The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services under this Contract. All of the Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, licensed and/or permitted under state and local law to perform such Services. All of Contractor's personnel (and all subcontractors, if any) shall comply with all Town requirements governing conduct, safety, and security, while on Town property. The Town reserves the right to reject the use of a particular employee to perform the Services, and the Contractor shall replace said employee to the reasonable satisfaction of the Town.

3.2 **Subcontractors.** The Town reserves the right to accept the use of a particular subcontractor or to reject the selection of a particular subcontractor to perform the Services. All subcontractors shall be required to provide their own insurance coverage identical to those required of the Contractor under this Contract. In the event that a subcontractor does not have the appropriate insurance, the Contractor shall indemnify and hold harmless the Town for any claim in excess of the subcontractor's insurance coverage, arising out of the acts, errors or omissions of the subcontractor.

### **IV. PROJECT MANAGEMENT**

4.1 Both parties shall appoint a person who shall meet to coordinate, review and insure performance by Contractor under this Contract. The Contract Administrator will oversee the daily administration of the tasks to be performed by Contractor under this Contract.

### **V. EQUIPMENT**

5.1 Contractor shall provide all the equipment and fuel necessary to complete the Services to be performed hereunder. In the event Contractor requires equipment from the Town, Contractor shall meet and confer with the Contract Administrator before work commences. In the event the Town's equipment is to be utilized, any costs chargeable to Contractor shall be agreed upon in advance of the commencement of work.

### **VI. FEE AND ORDERING MECHANISM**

6.1 **Fee.** For Services rendered in accordance with this Contract, Contractor shall be entitled to a fee for actual Services performed and accepted by the Town. Such fee shall be in accordance with the hourly rates set forth in **Exhibit A**.

6.2 **Purchase Orders.** The Town's ordering mechanism for all work performed under this Contract shall be a Town Purchase Order. Contractor shall not perform work under this Contract without a Town Purchase Order specifically for this purpose. Contractor shall not perform work which is out of scope, nor exceed any not to exceed amounts expressed on the Purchase Order. Note that the Town's Fiscal Year ends on September 30<sup>th</sup> of each calendar year. The Town cannot authorize work beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the Town Commission. Additionally, the Town must have budgeted appropriate funds for this work in any subsequent Fiscal Year. The Town will issue a new Purchase Order each Fiscal Year, for required and approved Services.

## **VII. MAXIMUM COSTS**

7.1 Contractor expressly acknowledges and agrees that the total cost to complete all Services as specified herein shall not exceed the hourly billing rates provided for in the Boynton Beach Contract (see **Exhibit A**) without prior written approval from the Town.

## **VIII. BILLING; PAYMENTS**

8.1 **Invoices.** Contractor shall submit an itemized monthly bill to the Contract Administrator for approval prior to receiving compensation. Billing shall include an itemized summary of total costs billed. If the Town disputes any invoice or part of an invoice, the Town shall notify the Contractor within fifteen (15) days of receipt of the invoice. The Town reserves the right to off-set, reduce or withhold any payment to the Contractor until such dispute is resolved. The Contractor shall correct all defective work and re-perform defective services at no cost to the Town.

8.2 **Payments.** Except as otherwise set forth in this Contract, the Contractor shall be paid within thirty (30) days receipt of approved invoice for Services.

## **IX. AUDIT BY TOWN**

9.1 Contractor shall permit the Town, or any authorized representatives of the Town, at all reasonable times, access to and the right to examine all records, books, papers or documents related to Contractor's performance under this Contract including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Contract.

## **X. COPIES OF DATA/DOCUMENTS**

10.1 Copies or original documents prepared by Contractor in relation to work associated with this Contract shall be provided to the Town. Data collected, stored, and/or provided shall be in a form acceptable to the Town and agreed upon by the Town.

## **XI. OWNERSHIP**

11.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by Contractor pursuant to or in connection with this Contract shall be the exclusive property of the Town.

## **XII. WRITTEN AUTHORIZATION REQUIRED**

12.1 Contractor shall not make changes to the Services or perform any additional services without first obtaining written authorization from the Town for such additional services. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

## **XXIII. DEFAULTS, TERMINATION OF CONTRACT**

13.1 **Contractor Default.** If the Contract Administrator deems that Contractor is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform the Services specified in this Contract, the Contract Administrator may give written notice to Contractor specifying defaults to be remedied within ten (10) days. Such notice, made in accordance with this Contract, shall set forth the basis for any dissatisfaction and suggest corrective measures.

A. If Contractor does not remedy defaults within ten (10) days or commence steps to remedy default to the reasonable satisfaction of the Contract Administrator, the Town may secure such services from another Contractor and the Town may withhold any money due or which may become due to Contractor for such task related to the claimed default; or

B. If after ten (10) days Contractor has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Contract Administrator, the Town may elect to terminate this Contract.

13.2 **Termination.** Notwithstanding paragraph 13.1, the Town reserves the right and may elect to terminate this Contract at any time, with or without cause. At such time, Contractor would be compensated only for Services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Contract.

## **XIV. INSURANCE**

14.1 Prior to the effective date of this contract, Contractor shall be required to submit to the Town Clerk's Office, a copy of its Certificates of Insurance, reflecting, at a minimum, the coverages required under the Boynton Beach Contract.

The Town of Highland Beach shall be named as "Additional Insured" on Contractor's General Liability Policy, and if Contractor's vehicles will be operating on Town-owned

property, the Town of Highland Beach must also be named as "Additional Insured" on Contractor's Automobile Liability policy.

Copies must be provided to the Town Clerk and Contract Administrator prior to beginning work or within specified number of days following execution of Contract. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of Contractor to insure it or the Insurance carrier, notifies the Town of Highland Beach's Contract Administrator, at least thirty (30) days before expiration of or any changes to the policy.

## **XV. WAIVER OF BREACH**

15.1 The waiver of either party of any breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

## **XVI. INDEMNITY**

16.1 **Generally.** Contractor shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the Town and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, Contractor's performance of this Contract (including performance by its agents, employees, subcontractors or by anyone Contractor directly or indirectly employed). Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

16.2 **Survivability.** Contractor's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon Contractor whether such injury or damage shall accrue, or may be discovered, before or after termination of this Contract.

16.3 **Breach.** Contractor's failure to comply with this section's provisions shall constitute a material breach upon which the Town may immediately terminate or suspend this Contract.

## **XVII. ENTIRE CONTRACT**

17.1 **Generally.** This Contract supersedes any and all other Contracts, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other

Contract, statement, or promise relating to the subject matter of this Contract which is not contained herein shall be valid or binding.

17.2 **Recitals Incorporated.** The recitals (whereas clauses) above are incorporated herein and hereby made a part of this Contract.

## **XVIII. THIRD-PARTY BENEFICIARIES; ASSIGNMENT**

18.1 **No Third-Party Beneficiaries.** Nothing under this Contract shall be construed to give any rights or benefits to any party other than the Town and Contractor. All duties and responsibilities under this Contract shall be for the sole and exclusive benefit of the Town and Contractor and not for the benefit of any other party. Contractor shall not assign any right or interest in this Contract, and shall not delegate any duty owned, without the Town's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the Town may immediately terminate or suspend this Contract.

18.2 **Assignment.** In the event the Town consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Contract's covenants, conditions, obligations and provisions.

## **XIX. SUCCESSORS AND ASSIGNS**

19.1 Subject to the provision regarding assignment, this Contract shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

## **XX. WAIVER OF TRIAL BY JURY**

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT.

## **XXI. GOVERNING LAW AND REMEDIES**

21.1 **Applicable Laws; Venue.** The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

21.2 **Remedies.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **XXII. TIME IS OF THE ESSENCE; DAMAGES**

22.1 **Time is of the Essence.** Time is of the essence in the completion of Services as specified herein. Contractor and the Town agree that the ongoing performance and completion of all Services specified in this Contract are of vital importance to the Town and the Town will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

22.2 **Damages.** The Town may recover from Contractor any amounts paid by the Town for damages suffered to third parties as a result of Contractor's failure to complete the Services as required in this Contract.

## **XXIII. NOTICES**

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date personally delivered to the address indicated below or delivered by nationally recognized overnight courier to the address indicated below or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office to the address indicated below. Should the Town or Contractor have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from Contractor to the Town shall be given to the Town address as follows:

Town Manager  
Town of Highland Beach  
3614 So. Ocean Blvd.  
Highland Beach, Florida 33487

All notices, demands or requests from the Town to Contractor shall be given to Contractor address as follows:

C.A.P. Government, Inc.  
1910 N. Florida Mango Road  
West Palm Beach, FL 33409

## **XXIV. SEVERABILITY**

24.1 Should any part, term or provision of this Contract or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

## **XXV. FORCES OF NATURE**



25.1 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of either party shall automatically extend the time schedule as set forth in this Contract by the period of any such delay.

## **XXVI. COUNTERPARTS**

26.1 This Contract may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. The parties agree to accept the execution and delivery of this document by electronic means and shall treat the same as an original. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Contract.

## **XXVII. PUBLIC ENTITY CRIMES**

27.1 Contractor acknowledges and agrees that 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier or sub-Contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor will advise the Town immediately if it becomes aware of any violation of this statute.

## **XXVIII. PREPARATION**

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

## **XXIX. PALM BEACH COUNTY IG**

29.1 In accordance with Palm Beach County ordinance number 2011-009, Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **XXX. PUBLIC RECORDS**

30.1 Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under

section 119.011(2), Florida Statutes, 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 or designee, 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 Chapter 119, Florida Statutes, 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 this Contract and following completion of this Contract if the Contractor does not transfer the records to the Town.
- (d) Upon completion of this 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 or designee, in a format that is compatible with the information technology systems of the Town.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, [lgaskins@highlandbeach.us](mailto:lgaskins@highlandbeach.us), OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487.**

#### **XXXI. FEDERAL AND STATE TAX**

31.1 The Town of Highland Beach is exempt from Federal Tax and State Tax for Tangible Personal Property. Vendors or contractors doing business with the Town of Highland Beach shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's tax Exemption Number in securing such materials.

#### **XXXII. PROTECTION OF PROPERTY**

32.1 Contractor shall at all times guard against damage or loss to the property of the

Town or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful Contractor or its agents. Contractor shall be responsible to safeguard all of their property such as tools and equipment while on site. The Town will not be held responsible for any loss of Contractor property due to theft or vandalism.

### **XXXIII. DAMAGE TO PERSONS OR PROPERTY**

33.1 The responsibility for all damage to person or property arising out of or on account of services performed under this Contract shall rest upon Contractor, and he/she shall save the Town and political unit thereof harmless from all claims made on account of such damages.

### **XXXIV. ENFORCEMENT COSTS**

34.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

### **XXXV. INDEPENDENT CONTRACTOR**

35.1 No employer/employee relationships shall be deemed to be established by this Contract, and Contractor, its agents and employees shall be deemed independent contractors at all times.

### **XXXVI. SCRUTINIZED COMPANIES**

36.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate the Contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

36.2 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of services under the Contract.

36.3 The Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the term of the Contract, including any and all renewals.

36.4 The Contractor agrees that if it or any of its subcontractors' status changes in

regards to any certification herein, the Contractor shall immediately notify the Town of the same.

36.5 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

#### **XXXVII. E-VERIFY**

37.1 Pursuant to Section 448.095(2), Florida Statutes, the Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and
6. Be aware that if the Town terminates this Contract under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

#### **XXXVIII. SURVIVABILITY**

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

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract on the day and year first above written.

**TOWN OF HIGHLAND BEACH, FLORIDA**

By: \_\_\_\_\_  
Douglas Hillman, Mayor

ATTEST:

\_\_\_\_\_  
Lanelda Gaskins, MMC, Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Glen J. Torcivia, Town Attorney

**C.A.P. GOVERNMENT, INC.**

BY: \_\_\_\_\_ [SEAL, IF REQUIRED]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ [name], as \_\_\_\_\_ [title] of C.A.P. GOVERNMENT, INC., a Florida corporation, and who is personally known to me or who has produced the following as identification: \_\_\_\_\_.

[Notary Stamp]

\_\_\_\_\_  
Signature of Notary Public