



TOWN OF MELBOURNE BEACH

SPECIAL TOWN COMMISSION MEETING

November 5, 2025

AGENDA PACKET

Town of Melbourne Beach

SPECIAL TOWN COMMISSION MEETING Wednesday, November 5, 2025 at 7:00 p.m. COMMUNITY CENTER – 509 OCEAN AVENUE

PUBLIC NOTICE AGENDA

Commission Members:

Mayor Alison Dennington
Vice Mayor Dawn Barlow
Commissioner Robert Baldwin
Commissioner Anna Butler
Commissioner Tim Reed

Staff Members:

Town Manager Elizabeth Mascaro
Town Attorney Ryan Knight
Town Clerk Amber Brown

1. Call to Order

2. Roll Call

3. Pledge of Allegiance and Moment of Silence

4. Public Comment

After being acknowledged by the Mayor, members of the public should state their name and address for the record. The Commission encourages citizens to prepare their comments in advance. Each individual will have three (3) minutes to address the Commission on any topic(s) related to Town business, not on the Agenda. Please remember to sign the sign-in sheet provided if you will be speaking at the meeting.

5. New Business

- A. Basin 1 infrastructure improvements scope, sequence, notification, and contract with Atlantic Development

6. Adjournment

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, THE TOWN HEREBY ADVISES THE PUBLIC THAT: In order to appeal any decision made at this meeting, you will need a verbatim transcript of the proceedings. It will be your responsibility to ensure such a record is made. Such person must provide a method for recording the proceedings verbatim as the Town does not do so. In accordance with the Americans with Disability Act and Section 286.26, Florida Statutes, persons needing special accommodations for this meeting shall, at least 5 days prior to the meeting, contact the Office of the Town Clerk at (321) 724-5860 or Florida Relay System at 711.



Town of Melbourne Beach

507 Ocean Ave, Melbourne Beach, FL 32951

AGREEMENT

THIS AGREEMENT is made by and between the TOWN OF MELBOURNE BEACH, a Florida municipal corporation, with its principal address located at 507 Ocean Avenue, Melbourne Beach, FL 32951, hereinafter referred to as the “TOWN”, and ATLANTIC DEVELOPMENT OF COCOA, INC., a Florida Profit Corporation, with its mailing address located at 2185 West King Street, Cocoa, FL 32926, hereinafter referred to as the “CONTRACTOR”.

WHEREAS, the TOWN is a municipal corporation organized and existing pursuant to the CITY’s Charter and the Constitution of the State of Florida; and

WHEREAS, the TOWN, through its Engineer B.S.E. Consultants, Inc., issued the Invitation to Bid for Basin 1 Improvements (“IFB”), herein attached as **Exhibit “A”** and incorporated herein by reference; and

WHEREAS, CONTRACTOR submitted a proposal to perform the services described and set out in the IFB, herein attached as **Exhibit “B”** and incorporated herein by reference; and

WHEREAS, the TOWN desires to accept CONTRACTOR’s bid in order for CONTRACTOR to render the services to the TOWN as provided herein.

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:

SECTION 1. **RECITALS.**

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. **TERM.**

The term of this Agreement shall commence upon execution of this Agreement by the TOWN and CONTRACTOR and shall continue until the services are completed.

SECTION 3. **WORK.**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally consists of preparation of Maintenance of Traffic plan, TV camera inspection of the 36-inch drainage outfall pipe and 24-inch drainage pipe along South Palm Avenue, removal and replacement of drainage pipe along Harland Avenue, Poinsettia Road, and Magnolia Drive, installation of new drainage pipe and structures along Harland Avenue and

Magnolia Avenue, irrigation restoration and driveway repair along Harland Avenue, Poinsettia Road, and Magnolia drive, as needed, and asphalt milling and overlay of the intersections of South Palm Avenue/Poinsettia Road and Shannon Avenue/Harland Avenue-Poinsettia Road.

In order to protect the street asphalt, no metal track machines will be allowed – rubber tired or rubber track machines only. Existing landscape vegetation (not grass or sod) is not be removed from swale construction. The only vegetation allowed to be removed is associated with storm sewer construction. Care must be taken to minimize vegetation damage. Asphalt milling and resurfacing is limited to those areas shown in the plans. This work is to direct surface flow to existing inlets. CONTRACTOR is to coordinate all work with TOWN personnel and provide a minimum of one (1) week notice to all residents in the work area.

SECTION 3. **ENGINEER.**

The Project has been designed by B.S.E. Consultants, Inc., 312 S. Harbor City Blvd., Suite 4, Melbourne, Florida 32901 (hereinafter “ENGINEER”) and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

SECTION 4. **TIME TO COMPLETE WORK & LIQUIDATED DAMAGES.**

4.1 The TOWN shall issue a Notice to Proceed for the TV camera inspection of the 36-inch drainage outfall pipe and 24-inch drainage pipe along South Palm Avenue, initiation of the Maintenance of Traffic Plan, and ordering of materials (the “Scoping Work”). The Scoping Work shall be substantially completed within 60 days from the issuance of the Notice to Proceed under this section.

4.2 After the Scoping Work is completed, the TOWN shall issue a separate Notice to Proceed for the Work provided for in this Agreement, other than the Scoping Work, and CONTRACTOR shall obtain substantial completion within 120 days from the issuance of the Notice to Proceed by the TOWN. The Work shall obtain final completion within 180 days from the issuance of a Notice to Proceed by the TOWN. Any changes and/or extensions to the Substantial Completion or Final Completion date must be in accordance with Article 12 of the General Conditions.

4.3 The TOWN and CONTRACTOR recognize that time is of the essence of the Agreement and that the TOWN will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize that it is difficult, if not impossible, to ascertain precisely the actual loss suffered by the TOWN if the Work is not substantially complete 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 the TOWN One-Hundred-Fifty Dollars (\$150.00) for each calendar day that expires after the time specified in paragraph 3.1 for substantial completion until the

ENGINEER finds the Work is substantially completed, in accordance with Article 14, Section 14.8 of the General Conditions.

SECTION 5. **CONTRACT DOCUMENTS.**

The Contract Documents, which comprise the entire agreement between the TOWN and CONTRACTOR are attached to this Agreement as **Exhibits “A” and “B”** and are incorporated and made part of this Agreement. In the event of any conflict between this Agreement and the Contract Documents, the terms and conditions shall be governed by the following order of precedence:

1. This Agreement;
2. ITB, attached as Exhibit “A”; and
3. CONTRACTOR’s proposal, attached as Exhibit “B”.

SECTION 6. **CONTRACT PRICE.**

The TOWN shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: For all items listed on the Bid Schedule by CONTRACTOR in **Exhibit “B,”** installed and measured in accordance with the Contract Documents, payment for each item shall be the unit price or lump sum bid for each item multiplied by the measured quantity. The cost of the Work is based on the estimated quantities shown on the Bid Schedule which is **\$1,981,210.75.**

SECTION 7. **PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions. The provided Applications for Payment and Change Order Form **MUST BE UTILIZED.**

7.1 Progress Payments. The TOWN shall make progress payments on account of the Contract Price on the basis of CONTRACTOR’s Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

7.2 Prior to Substantial Completion, progress payments will be in an amount equal to ninety percent (90%) of the Work completed and less in each case the aggregate of payments previously made.

7.3 Upon Substantial Completion, the TOWN shall pay an amount sufficient to increase total payments to CONTRACTOR to ninety-five percent (95%) of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 14.7 of the General Conditions.

7.4 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 14.13 of the General Conditions, the TOWN shall pay the remainder of the Contract Price as recommended by ENGINEER as provided for in Section 14.13 of the General Conditions.

SECTION 8. **PROMPT PAYMENT ACT.**

All payments shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70, *Florida Statutes*.

SECTION 9. **CONTRACTOR'S REPRESENTATIONS.**

CONTRACTOR represents and warrants that:

- A. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.
- B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- C. CONTRACTOR has made or caused to be examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in Section 9(B), above, as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- D. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

SECTION 10. **STANDARD OF CARE.**

- A. CONTRACTOR has represented to the TOWN that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. CONTRACTOR shall perform the services requested in an efficient manner consistent with the TOWN's stated objectives and standards.

- B. CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 11. **INSURANCE.**

- A. CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the TOWN, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
 - a. Combined Single Limit: \$300,000 per accident,
OR
 - b. Bodily Injury: \$300,000 per person,
AND
Property Damage: \$100,000 per accident;
2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

- B. For every insurance policy required hereunder, CONTRACTOR shall provide the TOWN with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List the "TOWN OF MELBOURNE BEACH" as an Additional Insured,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,

9. A statement that the insurer will mail notice to the TOWN at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. CONTRACTOR shall name the "Town of Melbourne Beach" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the TOWN with proof of same.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the TOWN, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. CONTRACTOR shall ensure that any subcontractor(s), hired to perform any of the duties contained in the Scope of Work of this Agreement and Contract Documents, maintain the same insurance requirements set forth herein. In addition, CONTRACTOR shall maintain proof of same on file and made readily available upon request by the TOWN.
- F. CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by CONTRACTOR and shall deliver evidence of the same to the to the TOWN upon reasonable request.
- G. The TOWN shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of the Town of Melbourne Beach. The liability policies shall be Primary/Non-Contributory.

SECTION 12. **PUBLIC RECORDS.**

- A. Pursuant to Florida Statutes, Section 119.0701:

**IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF
FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE**

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

TOWN CLERK: AMBER BROWN
507 OCEAN AVENUE
MELBOURNE BEACH, FL 32951
(321) 724-5860
TOWNCLERK@MELBOURNEBEACHFL.ORG

B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the TOWN to perform the services set forth herein.
2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the 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 set forth herein. 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.

SECTION 13. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that CONTRACTOR, its employees, subcontractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the TOWN for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers'

compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder.

SECTION 14. **BINDING EFFECT.**

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 15. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 16. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 17. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 18. **CONFLICT OF INTEREST.**

CONTRACTOR warrants that CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the TOWN shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 19. **PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 20. **JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 21. **EQUAL OPPORTUNITY EMPLOYER.**

CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. CONTRACTOR will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 22. **AUDITING, RECORDS, AND INSPECTION.**

In the performance of this Agreement, CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the TOWN and shall be retained by CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The TOWN shall retain the right to audit the books during the five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The TOWN also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the TOWN. The TOWN has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 23. **SOVEREIGN IMMUNITY.**

The TOWN expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the TOWN for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida

Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the TOWN which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 24. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

Pursuant to Florida Statutes, Section 448.095, CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the TOWN without regard to any notice otherwise required herein. In the event the TOWN incurs costs as a result of CONTRACTOR'S breach of this provision, any and all such costs shall be paid by CONTRACTOR immediately upon receipt of notice of the same from the TOWN. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 25. **SCRUTINIZED COMPANIES.**

Pursuant to § 287.135, *Florida Statutes*, CONTRACTOR hereby certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. CONTRACTOR further agrees that CONTRACTOR will not subcontract with any entity that is on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, *Florida Statutes*, a "company" includes "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit." CONTRACTOR certifies that none of CONTRACTOR's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. In the event CONTRACTOR, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel during the term of this Agreement, CONTRACTOR shall immediately notify the TOWN. CONTRACTOR acknowledges that failure to comply with this provision, including any false certification, may subject CONTRACTOR to civil penalties, termination of the Agreement, and other remedies available under the law.

SECTION 26. **HUMAN TRAFFICKING AFFIDAVIT.**

CONTRACTOR hereby certifies that CONTRACTOR does not use coercion for labor or services, as defined in § 787.06, *Florida Statutes*, and that CONTRACTOR has provided to the TOWN the Human Trafficking Affidavit, attached hereto as **Exhibit "C"**, and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2025. One counterpart of each of the signatures shall be delivered to the TOWN, CONTRACTOR, and ENGINEER.

TOWN OF MELBOURNE BEACH

Lisa Frazier, Town Manager

ATTEST:

Amber Brown, Town Clerk

CONTRACTOR

By: _____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2025.

(stamp)

NOTARY PUBLIC, State of Florida