

Public Comment at RTCM 6/17/26

I stand here today as a 35 year resident and ACTIVE citizen in our community for the majority of those years, including 20 years of service as a support member of MBVFD, as well as two short term appointments to the TC in 2001 and 2010.

In light of the recent State legislative action to move forward with a ballot question to be put before Florida voters in November 2026 regarding proposed changes to the Homestead exemption for property taxes in the near future, municipal budgets and required public safety funding is an impending CRITICAL issue to be addressed NOW!

I first want to thank the previous Town Commission for responsibly agreeing to fund three paid firefighter positions in this current year's budget, expanding a previously very limited hybrid staffing model with only a paid fire chief and part time maintenance position supplementing the volunteers. That vital decision addressed a very real concern brought forward by Chief Gavin Brown publicly in February 2025 regarding the diminishing ability to provide the residents of the Town of Melbourne Beach with a sufficient and timely response to alarms by volunteer firefighters with required professional FFI standards.

FYI- to obtain that State certification required to be a volunteer firefighter in Florida, individuals have to commit to completing 191 hours of instruction with certified in house instructors that takes a minimum of one year to complete, pass performance standards for hundreds of fire related component skills, not once but twice, and then pass the state certification exam. In addition to those requirements for FFI, there are nearly 200 hours of required training to that support and augment FFI training to respond to all kinds of emergencies. That requires a SERIOUS commitment of time and effort, in addition to a willingness to put your life in harms way to protect your neighbors with minimal compensation.

Comparative cost information of alternative outsourced emergency services was brought forward in a second TC workshop by Chief Brown in May 2025. The 2025 proposed MBVFD hybrid staffing model retained Town of Melbourne Beach autonomy over the emergency services provided to our residents, as well as control of future budgeting and necessary funding. That autonomy and cost controls would be lost if emergency services were outsourced to outside agencies. In addition, outsourcing protective fire department services would make obsolete over a million dollars in taxpayer investments in MBVFD infrastructure over the past 25 years needed to comply with industry standards.

I suggest asking West Melbourne government officials why retaining that infrastructure investment is so critical. They outsourced their fire protective services to BCFR years ago but have recently discovered it would be cheaper for them to take it back to within their municipal budget... but they can't because of the large cost of the infrastructure needed to do that. So instead, they will continue to pay the increasing costs to their taxpayers of outsourcing that vital emergency service.

The previous Town Commission's vote was a compromised position from the recommended six paid firefighters Chief Brown had requested in February 2025, but at least it recognized that action needed to be taken for the public safety of the residents of Melbourne Beach. It is definitely NOT a position that this current Town Commission can retreat from !

Susan Stark
307 Fifth Avenue
Melbourne Beach

3.8 Control Elevation

The control elevation for the analysis is assumed at the **Mean High Water Elevation -0.71 NAVD** based on NOAA/LABINS tidal data for the Indian River Lagoon. Influence of the depth of the water table have been accounted for in the hydrologic soil group and curve number calculations.

NOAA historically uses a 19-year cycle called the National Tidal Datum Epoch (NTDE) to calculate Mean High Water (MHW). The current official dataset reflects the **1983–2001** epoch. Because this epoch is over two decades old, it does not fully account for recent sea level rise or local land subsidence.

NOAA manages tidal datums via the [National Tidal Datum Epoch](#) by taking long-term averages to eliminate astronomical and seasonal biases. To address the age of this data, NOAA is currently rolling out an updated NTDE based on data from **2002–2020**. Once the new datums are officially released, they will supersede the old 1983–2001 averages.

3.9 Tailwater

The tailwater condition for the analysis is assumed at the Mean High Water Elevation -0.71 NAVD based on NOAA/LABINS tidal data for the Indian River Lagoon at the Harbor East Canal outlet. The tailwater is assumed constant (free) under most circumstances due to being a tidal water body. **Higher tailwater elevations due to such variabilities like storm surge or kings tides are not a part of this analysis.**

4.1 Stormwise Model Results and Findings

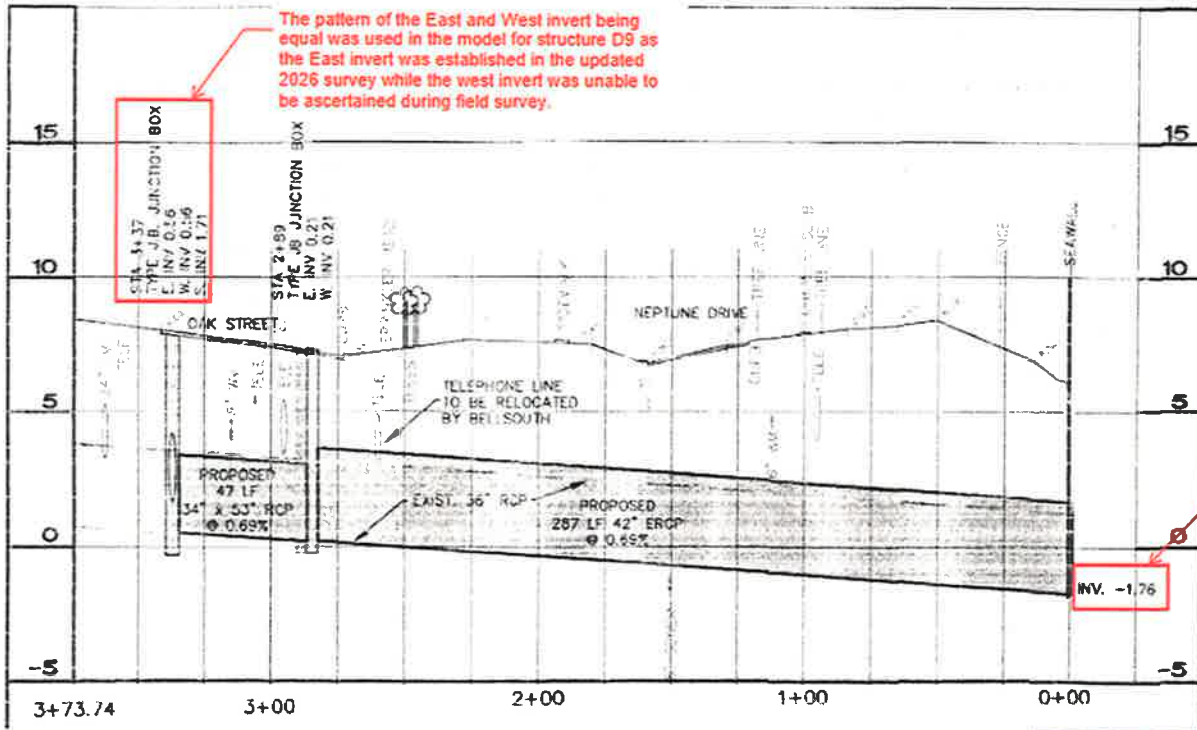
Please note, the Stormwise model enclosed with this report was developed utilizing updated survey information collected by Haley Ward. Where such data could not be obtained the engineer utilized existing, historical, and permitted data in a conservative manner. The findings presented in this report are based on the best available data and current modeling parameters

While these results are provided as a foundational assessment, they are not intended to represent every possible real-world scenario or extreme outlier. The model was specifically developed to yield a conservative range of outcomes, with reasonable margin of error, and serving as a baseline to inform further recommendations and system improvements

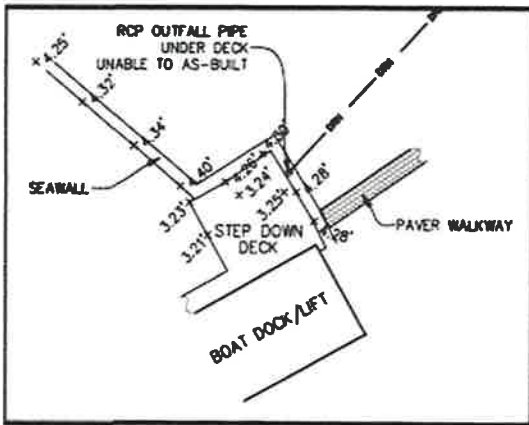
4.2 Recommendations

Additionally, the Haley Ward survey data shows instances where upstream pipes are lower than downstream inverts. While most have a marginal influence on the flood stages it can create hydraulic inefficiencies in the system.

Last, the field observations performed by our office suggest that a TV sewer inspection of the Basin 10 system be performed prior to construction of any proposed improvements. The TV sewer inspection will allow for further observations between the sub-basin drainage system to confirm that damages, obstructions, or other anomalies are not causing/contributing to observed flooding

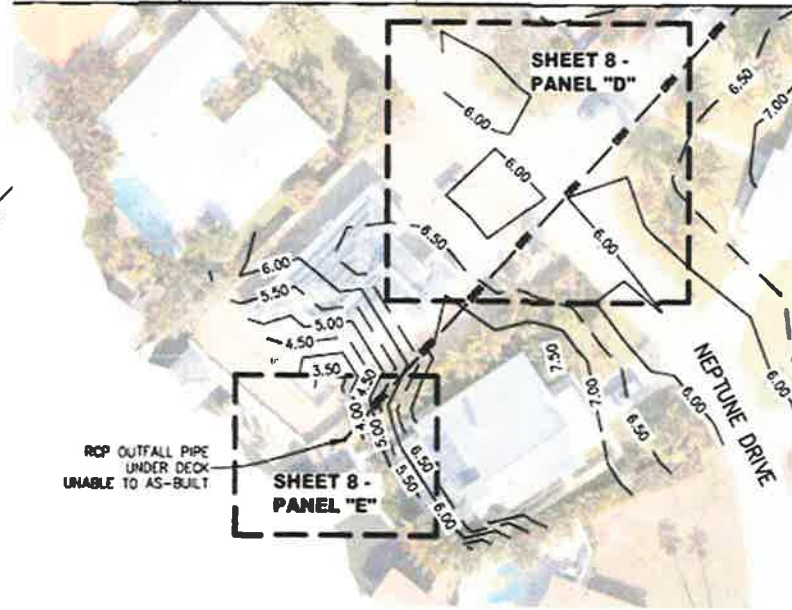
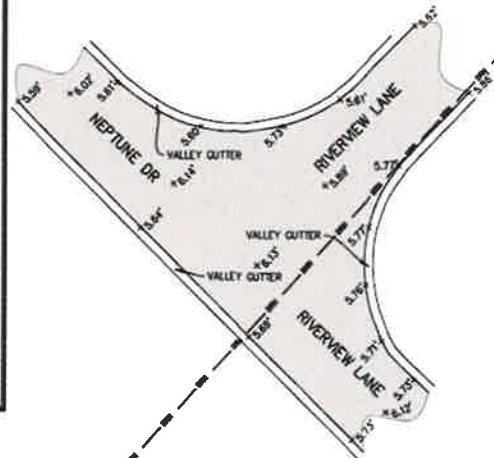


Invert converted from NGVD to NAVD and used in the model for the Harbor East Canal Outfall.



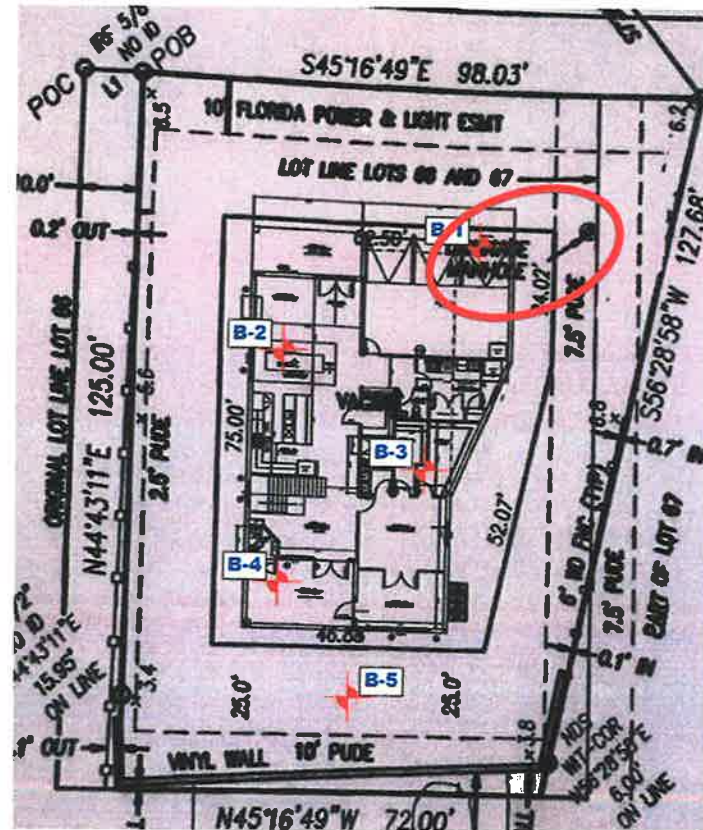
SHEET 8 - PANEL "E"

You said: Storm drain concrete junction cylinder with manhole cover



FIRE RESCUE





A **precast concrete storm manhole** (or concrete junction box) is a heavy-duty underground utility structure used to connect multiple storm drain pipes, collect surface water, and provide maintenance access. [\[1\]](#) [\[2\]](#) [\[3\]](#)

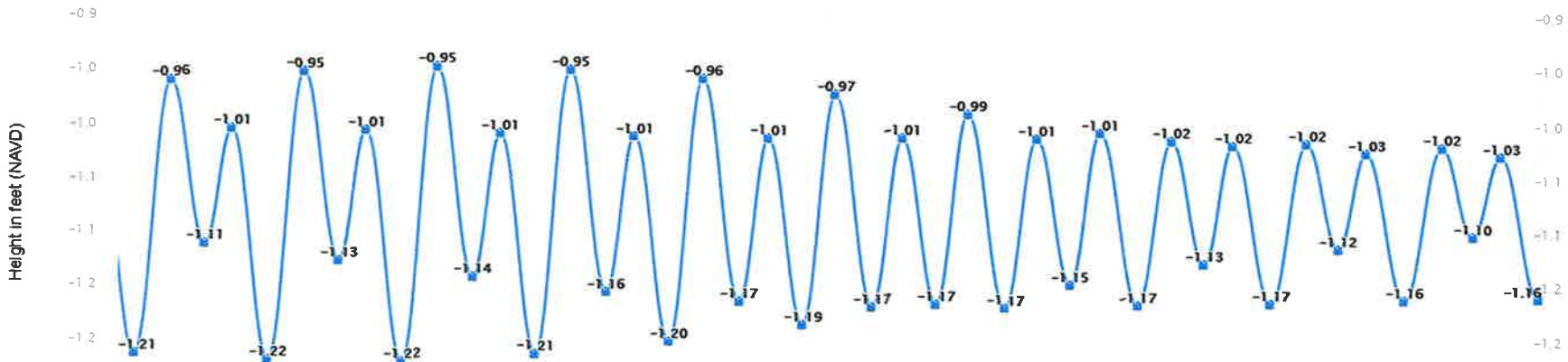
Core Structure and Components

- **The Cylinder (Riser Sections):** The main vertical chamber consists of modular, precast reinforced concrete rings built to ASTM C-478 standards. They range from 48 inches to 144 inches in diameter. [\[1\]](#) [\[2\]](#) [\[3\]](#) [\[4\]](#)
- **Junction Base:** The bottom section features built-in pipe connections or "knockouts" where different lines converge, change direction, or transition in elevation. [\[1\]](#) [\[2\]](#)
- **Concentric/Eccentric Cone:** A specialized top concrete section that tapers the wide cylinder down to match the narrower diameter of the street-level opening. [\[1\]](#) [\[2\]](#) [\[3\]](#)
- **Manhole Cover & Frame:** A heavy cast-iron frame embedded at ground level holding a solid, removable iron lid. This seals out debris and withstands heavy vehicle traffic on roadways and parking lots. [\[1\]](#) [\[2\]](#) [\[3\]](#) [\[4\]](#) [\[5\]](#)

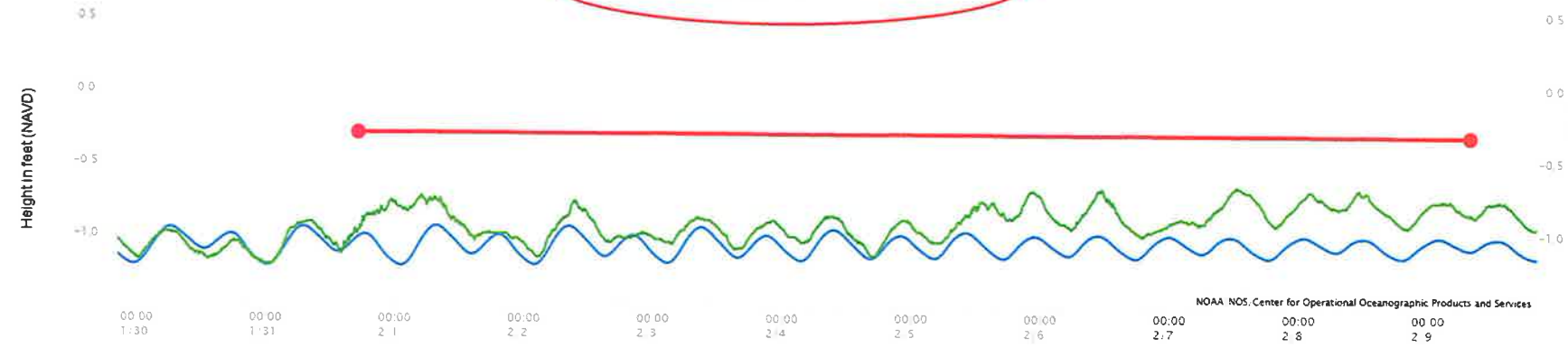
Primary Functions

- **Pipe Interconnection:** Acts as a centralized convergence hub for multiple reinforced concrete pipes (RCP).
- **System Maintenance:** Provides immediate access for municipal crews to vacuum out sediment, clear blockages, and inspect pipe integrity

NOAA/NOS/CO-OPS
 Tide Predictions at 8721843, MELBOURNE CAUSEWAY FL
 From 2026/01/30 12:00 AM LST/LDT to 2026/02/09 11:59 PM LST/LDT



NOAA/NOS/CO-OPS
 Observed Water Levels at 8721843, MELBOURNE CAUSEWAY FL
 From 2026/01/30 00:00 LST/LDT to 2026/02/09 23:59 LST/LDT



— Predictions — Verified — Preliminary

Options for
 8721843 MELBOURNE CAU ...

From:
 Jan 30 2026

To:
 Feb 9 2026

Units
 Standard

Timezone
 LST/LDT

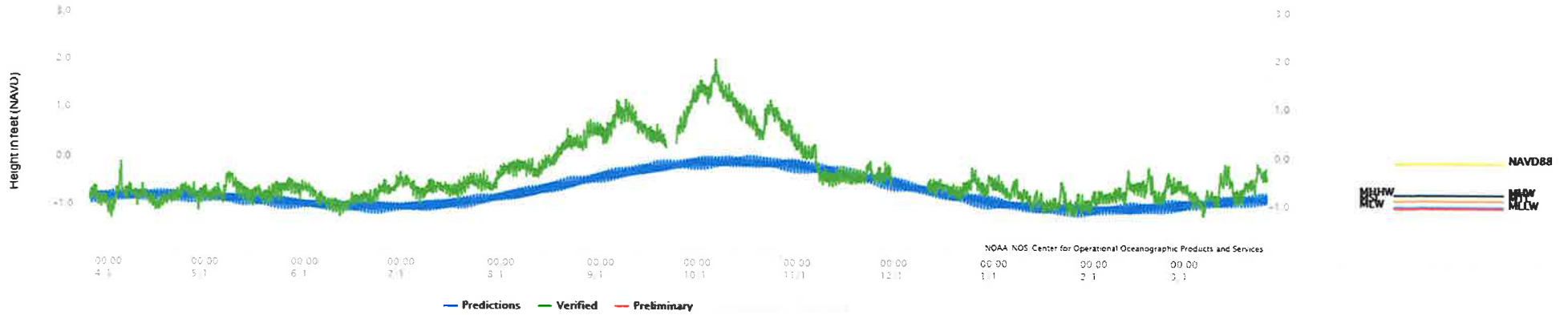
Datum
 NAVD

Shift dates
 Back 1 Day Forward 1 Day

Interval
 6 min 1 hr H/L Day Month

Update
 Plot Data Only

NOAA/NOS/CO-OPS
 Verified Hourly Heights at 8721843, MELBOURNE CAUSEWAY FL
 From 2025/03/31 00:00 LST/LDT to 2026/03/31 23:59 LST/LDT



Options for: 8721843 MELBOURNE CAU...

From: Mar 31 2025

To: Mar 31 2026

Units: Standard

Timezone: LST/LDT

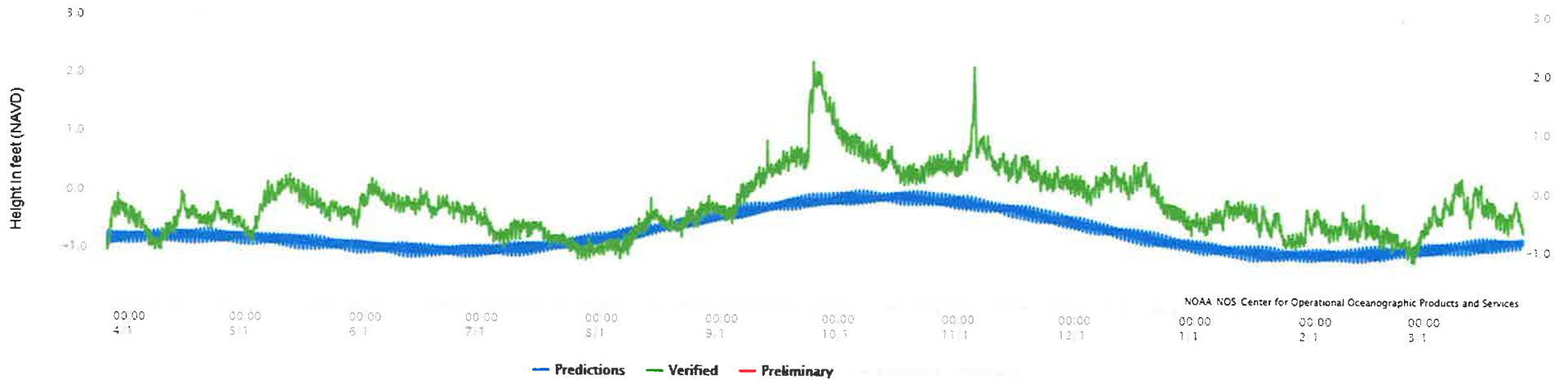
Datum: NAVD

Shift dates: Back 1 Day, Forward 1 Day

Interval: 6 min, 1 hr, H/L, Day, Month

Update: Plot, Data Only

NOAA/NOS/CO-OPS
 Verified Hourly Heights at 8721843, MELBOURNE CAUSEWAY FL
 From 2022/03/31 00:00 LST/LDT to 2023/03/31 23:59 LST/LDT



StormWise is fully capable of modeling precharged tailwater systems. It natively supports evaluating downstream tailwater effects (where elevated water levels restrict upstream drainage) as well as complex stage-discharge relationships, making it ideal for the flat, coastal terrain of Florida.

Melbourne Beach Town Clerk

From: Bruce Pickett <jb081395@gmail.com>
Sent: Wednesday, June 17, 2026 11:22 AM
To: Melbourne Beach Town Manager; Melbourne Beach Town Clerk; Anna Butler
Subject: Message to the Town of Melbourne Beach commission

Bruce Pickett 1501 Oak Street

I will not address the miss-information and falsehoods that circulate on the social media platforms other than to ask residents to look at the Town Managers presentation at the workshop on June 10th. When in doubt get your information from the experts.

I would like to ask the town Commission to use reserve funds to begin planning for the storm water work on basin 10 and then use non-Ad Valorem money to fund the project. This would get the process started so that we are ready to begin the actual process when monies are available. While there is no immediate fix we can be proactively working on the issue. At that point we can look at grants to update our stormwater plan which does need to be updated and be proactive with that plan.

I would also ask that the Commission implement a fire assessment to fully fund the fire department. I believe that if/ when the proposed state referendum passes there will be a need to raise more money as public safety will be required to be funded and other areas of budget will be lower on the priority list. Public safety is a high priority as it affects our entire town. The other consideration may be the bond interest rate which may be higher now.

Lastly I would like the commission to consider a bond and possibly grants to fund paving our roads. I think this will ultimately be a high cost and may be more suitable to a bond. This will also affect our entire town and might be easier to pass on a referendum. This would be a multi-year project and hopefully would include a survey of our roads and a plan that our residents can see and plan for, knowing an approximate time frame when their street will get paved.

I have complete confidence in our Town Manager and our Town Finance Manager and their expertise. I believe that they are completely capable of accomplishing all of this. They just need the tools/ money and support of the Commission and the residents to be successful.

Thank You for your consideration

Sent from Bruce's iPhone

TOWN OF MELBOURNE BEACH, FLORIDA

Capital Improvement and Priority Projects

A category-by-category overview of proposed projects for Commission consideration.

Regular Town Commission Meeting • June 17, 2026



1

ON THE RADAR

Homestead tax credit ballot measure

Possibly Up for Vote November 3, 2026

The State Legislature approved a ballot measure this month that would

- Increase the homestead exemption for *non-school* ad valorem taxes from \$50,000 to \$150,000 in 2027
- and up to \$250,000 by 2028.
- It needs 60% support from the public in November to become state law.

Lawsuit Filed to Block Amendment

A week later, a non-profit group filed a lawsuit seeking a declaration that the ballot language is “unconstitutionally biased, misleading and inaccurate” and asking that the Florida Attorney General redraft the language before it goes to the voters.

2

ON THE RADAR

Homestead tax credit ballot measure

If approved, the \$150K exemption will take place on the 2027 tax bill that goes out November 1, 2027.

What this means for Melbourne Beach year 1 of tax credit

Based on the current certified millage rate (2025)*

- With 5% NON HEX CAP
- \$150,000 exemption
- We will have an estimated taxable difference of **(\$517,087)**

What this means for Melbourne Beach year 2 of tax credit

Based on the current certified millage rate (2025)*

- With 5% NON HEX CAP
- \$250,000 exemption
- We will have an estimated taxable difference of **(\$801,044)**

*Estimates calculated by Brevard County Property Appraiser based on 2025 tax roll.

3



Police Salary Step Plan

- Professionalize the Town's Police Pay System like other agencies in the County and State.
- Allows Town's officer salaries to remain competitive with other agencies in the County, with starting salary at \$54K.
- Creates pay equality among officers – same pay for same job and same amount of service to the town.
- Prevents compression between rank.
- Estimate about \$50K to put into effect.
- Federal funds for police department saved the town \$167,500 this year.

4

CAPITAL PROJECTS

Facilities & Buildings

Town Hall Roof

Repair / replacement

\$65,000 – \$250,000



5

CAPITAL PROJECTS

Facilities & Buildings



Ryckman House Restroom

Roof and skylights

\$25,000

Electric to Maintenance Building

Electrical wiring and service

\$8,000

6

CAPITAL PROJECTS

Facilities & Buildings



Town Hall Building Repairs

Elevator repair/replacement; HVAC and ceiling repair

Scope-dependent



7

CAPITAL PROJECTS

Roads, Stormwater & Waterfront



Stormwater — Basin 1

Drainage improvements and stormwater pipe realignment due to displacement from power pole.

\$178,000

Stormwater — Basin 10

Drainage improvements and swale construction.

\$323,000

Stormwater Pipe Grates

Stormwater pipe grates to prevent manatees from entering pipes.

\$10,000+ Labor

8

CAPITAL PROJECTS

Roads, Stormwater & Waterfront



Main Town Pier

Replace large posts holding up roof, lighting and splintered planks along walkway

\$19,000

Road Repair and Maintenance

Townwide resurfacing and repairs with prioritization

\$100,000/year

9

CAPITAL PROJECTS

Equipment & Technology

Software tools to ensure town complies with federal standards and communication upgrades.

Website ADA Accessibility

Town compliance by April 26, 2028, to federal Web Content Accessibility Guidelines (WCAG) 2.1, Level AA.

\$9100

Mass Public Notification Software

Communications tool for push notification of non-emergency events/ information.

\$5500

Agenda and Meeting Management

Streamline agendas, meetings and cross-departmental collaboration.

\$6500

10

CAPITAL PROJECTS

Equipment & Technology

Work Truck for Public Works

Replacement 10 yr-old vehicle for public works field crews.

\$55,000



Parking Payment Kiosks

Self-service kiosk for parking payment transactions and Ryckman and Ocean parks.

\$25,000

11

CAPITAL PROJECTS

Planning Studies

Three planning studies, each estimated at approximately \$40,000 - \$60,000.

Comprehensive Plan

Long-range framework for land use and town growth. Required by Florida State law.

~\$50,000

Master Stormwater Plan

Townwide drainage and flood-mitigation strategy with prioritization of projects.

~\$50,000

Non-Ad Valorem Study

Assessment review/study for fire service, police service, storm water or other.

~\$50,000

12

DISCUSSION

Questions & Next Steps

Capital Improvement and Priority Projects — proposed for Commission review and prioritization.



Melbourne Beach Wags and Flags Parade



Date: July 4th, 2026

Meeting Location: Rock Harbour Church

Meeting Time: 3:45 p.m.

Parade starts at 4:00 p.m.

Please note: Golf carts, vehicles, and pets.

No walkers please.

Commissioner Sherri Quarrie Response to New Business item 13 F.

RTCM June 17 2026

RFP for Road Assessment & Maintenance Services – Commissioner Tim Reed - Page 407

The paving for our streets was decided as One mile per year in 2016-2017. The attached bid packet shows Per One inch depth for a square yard of asphalt was \$6.52 and \$2.00 for milling same size area. \$8.52 a square yard 10 years ago. One mile equals 3.098 square yards If we have 20 miles of road x 3.098 = 61.96 square yards.

Attached is the winning bid packet, minutes showing selection, and Moore finance report showing amount paid **\$540,360. for paving 5 miles and Flamingo Road** in 2017-2018

Road quality for replacement analysis is secondary to stormwater structure conditions. This should only be considered if the Commission decides to get a paving bond and an analysis is necessary for the total dollar amount.

Our Public Works department is capable of doing the patching maintenance of our roads. That service is listed in their department description.

+

Thank You


Sherri Quarrie

WESTFIELD INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

V.A. Paving, Inc.
P.O. Box 1046
Cocoa, FL 32923

SURETY:

(Name, legal status and principal place of business)

WESTFIELD INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

Town of Melbourne Beach
507 Ocean Avenue
Melbourne Beach, FL 32951

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Road Resurfacing Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of March, 2017.

Nancy L. Urlosky

(Witness)
[Signature]

(Witness)

V.A. Paving, Inc.
(Principal) _____ (Seal)
By: [Signature]
Debra Mallard, President

WESTFIELD INSURANCE COMPANY
(Surety)
By: [Signature]
Tina Montanez, Attorney-In-Fact _____ (Title)



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BD5084 OFWWN (10/2010)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/05/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0994372 02

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint BRADFORD W. BUSH, KYLE C. WHITMAN, CLARENCE F. GREENE, III, TINA MONTANEZ, JOINTLY OR SEVERALLY

of JACKSONVILLE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 06th day of JANUARY A.D., 2017.



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 05th day of JANUARY A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 31st day of March, A.D. 2017.



Frank A. Carrino Secretary

This is a bid of:

V.A. Paving, Inc.
2955 Lake Drive
Cocoa, FL 32926
Ph: 321-636-2565 Fax: 321-631-4541
(Contractor/Address/Phone No./Fax No.)

BID FORM
(Sealed Bids in Duplicate)

TO: Honorable Mayor and Town
Commission

Pursuant to and in compliance with your Invitation to Bid under the bid letting date of March 31, 2017, the Instructions to Bidders and other documents related thereto, the undersigned hereby proposes to furnish all material, labor and equipment necessary for constructing **RESURFACING PROGRAM, RFP 02-2017, Melbourne Beach, Florida**, as required by and in strict accordance with the contract documents.

Definition: Allowance: Not to exceed amount reimbursed to the Contract. Appropriate documentation must accompany all pay estimates when applying for reimbursement.

The undersigned agrees to start work within ten (10) calendar days after written notice to proceed, and fully complete all work hereunder within the number of calendar days specified in each project work order after said date.

If written notice of award of this bid is mailed, telegraphed, or delivered to the undersigned within fifty-five (55) days after date of opening of bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the bid as accepted, all within fifteen (15) days after the prescribed forms are presented to him for signature.

ATTACHMENTS TO BID

The following item(s) must be attached to the Bid Form or the bid will be rejected:

1. Bid Form
2. Bid Bond
3. Drug Free Workplace Form
4. Non-Collusion Affidavit of Prime Bidder
5. Certification regarding debarment, suspension, and other responsibility matters primarily covered transactions (prime contractor)
6. Certification of non-segregates facilities.

Notice of award should be mailed or delivered to the undersigned at the following address:

Acknowledgment is hereby made of receipt of following addenda, if any:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

V.A. Paving, Inc. (SEAL)
Company Name

2955 Lake Drive
Address

Cocoa, FL 32926
City, State and Zip

By: 
Signature – MUST BE BLUE INK
(If Bidder is a corporation, attach evidence of authority to sign.)

Debra Mallard, President
Printed Name and Title

CUC057261
License Number

063896807
Data Universal Number System (DUNS) number

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that V.A. Paving, Inc. does:
(Name of Business)

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 1893 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 Debra Mallard, President

3/31/17

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS (PRIME CONTRACTOR)

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Debra Mallard
Name

Road Resurfacing Services
Project Name

President
Title

17-02
Project Number

V.A. Paving, Inc.
Firm

2955 Lake Drive
Street Address

Cocoa, FL 32926
City, State, Zip

3/31/17
Date

CERTIFICATION OF NON SEGREGATED FACILITIES

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated -facilities at- any of its establishments, and that if will not permit its employees to perform their service at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this Certification is violation of the Equal Opportunity Clause of this contract.

As used in this Certification, the terms "segregated facilities" means any waiting rooms, work areas, restrooms, and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, age, national origin or physical or mental handicap, religion and sexual orientation because of habit, local custom otherwise.

Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to award of subcontracts, that it will retain such certifications in its files.

V.A. Paving, Inc.

(Contractor)

(Authorized Signature)

Debra Mallard, President

(Title)

3/31/17

(Date)

BIDDER'S CHECK LIST

TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City to help eliminate errors and omissions which may render your bid non-responsive. Please check all appropriate boxes and submit this page with your bid.

1. BID

Signed by Bidder

2. BID BOND

Enclosed

3. DRUG FREE WORKPLACE FORM

Enclosed

Signed by Bidder

6. COPIES OF REQUIRED LICENSE(S)

**Note: A Business Tax Receipt does not qualify as a license*

Enclosed

Enclosed _____ Signed by Bidder _____ Notarized _____

TOTAL # OF PAGES IN BID SUBMITTAL _____

END OF SECTION

CERTIFICATION OF NON SEGREGATED FACILITIES

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated -facilities at- any of its establishments, and that if will not permit its employees to perform their service at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this Certification is violation of the Equal Opportunity Clause of this contract.

As used in this Certification, the terms "segregated facilities" means any waiting rooms, work areas, restrooms, and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, age, national origin or physical or mental handicap, religion and sexual orientation because of habit, local custom otherwise.

Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to award of subcontracts, that it will retain such certifications in its files.

V.A. Paving, Inc.

(Contractor)



(Authorized Signature)

Debra Mallard, President

(Title)

3/31/17

(Date)

Melbourne Beach Resurfacing Program RFP 02-2017

THIRD AVENUE:

Pave 1" -	6416 sy @ \$ 6.52 per sy =	\$ 41,832.32
Mill 1" -	6416 sy @ \$ 2.00 per sy =	<u>\$ 12,832.00</u>
		\$ 54,664.00

ANDREWS DRIVE:

Pave 1" -	4700 sy @ \$ 6.52 per sy =	\$ 30,644.00
Mill 1" -	4700 sy @ 2.00 per sy =	<u>\$ 9,400.00</u>
		\$40,044.00

HIBISCUS TRAIL:

Pave 1" -	12,129 sy @ \$ 6.52 per sy =	\$ 79,081.08
Mill 1" -	12,129 sy @ \$ 2.00 per sy =	<u>\$ 24,258.00</u>
		\$103,339.08

ROSEWOOD DRIVE:

Pave 1" -	2293 sy @ \$ 7.38 per sy =	\$ 16,922.34
Mill 1" -	2293 sy @ \$ 4.00 per sy =	<u>\$ 9,172.00</u>
		\$ 35,266.34

BIRCH AVENUE:

Pave 1" -	2933 sy @ \$ 7.38 per sy =	\$ 21,645.54
Mill 1" -	2933 sy @ \$ 4.00 per sy =	<u>\$ 11,732.00</u>
		\$ 33,377.54

ELM AVENUE:

Pave 1" -	1899 sy @ \$ 7.38 per sy =	\$ 14,014.62
Mill 1" -	1899 sy @ \$ 4.00 per sy =	<u>\$ 7,596.00</u>
		\$ 21,610.62

DOGWOOD:

Pave 1" -	2322 sy @ \$ 7.38 per sy =	\$ 17,136.36
Mill 1" -	2322 sy @ \$ 4.00 per sy =	<u>\$ 9,288.00</u>
		\$ 26,424.36

SURF ROAD:

Pave 1" -	6888 sy @ \$ 7.38 per sy =	\$ 50,833.44
Mill 1" -	6888 sy @ \$ 4.00 per sy =	<u>\$ 27,552.00</u>
		\$ 78,385.44

ACACIA BOULEVARD:

Pave 1" -	1400 sy @ \$ 7.38 per sy =	\$ 10,332.00
Mill 1" -	1400 sy @ \$ 4.00 per sy =	<u>\$ 5,600.00</u>
		\$ 15,932.00

CITRUS COURT:

Pave 1" -	1992 sy @ \$ 7.38 per sy =	\$ 14,700.96
Mill 1" -	1992 sy @ \$ 4.00 per sy =	<u>\$ 7,968.00</u>
		\$ 22,668.96

POINSETTIA ROAD:

Pave 1"-	4712 sy @ \$ 6.52 per sy =	\$ 30,722.24
Mill 1" -	4712 sy @ \$ 2.00 per sy =	<u>\$ 9,424.00</u>
		\$ 40,146.24

CORAL AVENUE:

Pave 1" -	1362 sy @ \$ 7.38 per sy =	\$ 10,051.56
Mill 1" -	1362 sy @ \$ 4.00 per sy =	<u>\$ 5,448.00</u>
		\$ 15,499.56

NEPTUNE DRIVE:

Pave 1" -	3288 sy @ \$ 7.38 per sy =	\$ 24,265.44
Mill 1" -	3288 sy @ \$ 4.00 per sy =	<u>\$ 13,152.00</u>
		\$ 37,417.44

Total Price For This Work =

\$524,775.58

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CUC057261	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



MALLARD, ARNOLD ALFRED
V A PAVING INC
2955 LAKE DRIVE
COCOA FL 32926



ISSUED: 07/17/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607170001951

Commissioner Walters made a motion to approve the Public Works Lead Maintenance Worker position and job description at \$32,828; Commissioner Quarrie seconded. Motion carried 5-0.

Commissioner Walters made a motion to authorize the Town Manager to hire a third Public Works employee as he deems necessary; Vice Mayor Davis seconded. Motion carried 5-0.

D. Consideration of bids for the road resurfacing project – Town Manager Day (01:23:57)

Town Manager Day said that three bids were submitted from three qualified companies. All three bids exceeded the \$500,000 cap set by the Commission.

Commissioner Walters said we've been satisfied with V.A. Paving's work and they are the lowest bidder so he is OK with the \$525,000 bid. Vice Mayor Davis agreed and added that we have had no problems with the quality of products they have used or their work.

The Town Manager said there was some question about material. V.A. Paving uses the #1 FDOT recommendation for residential roadways because it contains granite. On page 112 of the agenda packet, the square yardage number for Surf Road is incorrect and that value has been corrected. The owner of V.A. Paving said that if we need more millings over the one inch specified in their bid, they will go to 1.5 inches without charge.

Commissioner Quarrie asked if the type of material used can be put in the contract to which the Town Manager responded in the affirmative. The start date should be around the first week of July. Mayor Simmons said V.A. Paving's plan includes more square yardage than the other two bidders. We are back on plan to pave one mile of roadway per year.

Public Comment

*Jean Marshall
410 6th Avenue*

Ms. Marshall asked if the blacktop is being removed. The answer was no. She also asked where the money was coming from. Mr. Day said we are using money from the bond. Commissioner Walters confirmed that this is legal and that the bond money is being used appropriately.

Commissioner Walters moved to accept the bid from V.A. Paving not to exceed \$530,000; seconded by Commissioner Quarrie. Motion carried 5-0.

The General Fund is the chief operating fund of the Town. At the end of the 2017 fiscal year, unassigned fund balance of the general fund was \$1,834,096 while total general fund balance was \$1,903,993. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. An excess of revenues over expenditures of \$256,193 was offset by \$128,598 of transfers to the debt service fund for debt payments and transfers of \$32,000 to the capital projects fund for capital improvements.

The Capital Projects Fund has a fund balance of \$747,838. The net change in fund balance during the current year in the capital projects fund was (\$540,360). The decrease was related to the milling and paving of five (5) miles of town road and the additional paving of Flamingo Drive.

The Debt Service Fund has a fund balance of \$546,750. The net change during the current year in the debt service fund was (\$39,580). The decrease was related to the additional expenses incurred for the refunding of the muni-bond.

The Nonmajor Funds have a fund balance of \$169,612 at the end of the year. The net change in the funds of (\$87,884) is attributable in part to the additional expenses incurred by the Town for repairs due to damage from Hurricane Matthew to the Town Pier.

General Fund Budgetary Highlights

Although the Town inputs the budget by line item, the tracking of the budget is done at the department level. Department budgeting allows management to check budgets for negatives by classifications in accordance with the State of Florida's Uniform Accounting System Manual.

Capital Asset and Debt Administration

Capital assets. The Town's investment in capital assets for its governmental funds as of September 30, 2017, amounts to \$8,624,784 (net of accumulated depreciation). This represents a net increase of \$430,245. The current year additions include \$701,323 of buildings and improvements and \$235,437 of equipment. The Town had no projects under construction at the end of 2017 or 2016. These additions were offset by current year depreciation expense which totaled \$502,675, and a \$3,839 loss on the disposition of depreciable assets during the year.

Town of Melbourne Beach

507 Ocean Avenue

Melbourne Beach, FL. 32951

Legal Advertisement

Request for Proposals – RFP # 17-02

Due Date: Friday March 31, 2017

Time: 1:00 PM (local Time)

ROAD RESURFACING SERVICES

Sealed proposals will be received by the Town of Melbourne Beach, Florida, through the Town Clerks Office, 507 Ocean Ave, Melbourne Beach, Florida, 32951, until 1:00 p.m. local time, **March 31, 2017**, at which time bids will be opened and publicly read for the construction of the Town's **ROAD RESURFACING PROJECT, RFP 17-02**, in Town of Melbourne Beach, Florida.

Scope of Work: The work consists of furnishing all material, labor, and equipment necessary for constructing RESURFACING PROJECT. All work is to be done in accordance to the plans identified by the Town of Melbourne Beach, Florida.

The Contractor shall not subcontract more than 50% of the work based on the total contract price. The contractor shall be required to provide a list of Subcontractors and the value of each subcontractor's portion of work.

Plans, specifications and other documents may be obtained at Melbourne Beach Town Hall or the Town website at www.melbournebeachfl.org.

The Town will pave approximately 5 miles of residential roadway as part of this project. **The following streets are part of the paving project and they are not contiguous;**

Third Avenue	Elm Avenue	Poinsettia Road <u>(both sides)</u>
Andrews Drive	Dogwood Avenue	Coral Avenue
Hibiscus Trail	Surf Road	Neptune Drive
Rosewood Drive	Acacia Boulevard <u>(both Sides)</u>	
Birch Avenue	Citrus Court	

The Streets that the Town has identified to be paved may in fact need milling or additional improvements. Bids shall identify which road(s) will need milling.

Please identify clearly in the proposal other considerations that are necessary to pave each street or what special considerations are needed to pave a segment of one of the streets. Bids shall include Mobilization, Preparation, Tack and Paving.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, sex, religion or national origin. Minority and female owned businesses are encouraged to apply. The Town of Melbourne beach is and equal opportunity employer.

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 a contract to provide any goods or services to a public entity, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may 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.

The Town of Melbourne Beach, Florida, reserves the right to reject any and all bids, and to waive technicalities and informalities.

INSTRUCTIONS TO BIDDERS

Bids:

Sealed bids will be received by the Town of Melbourne Beach, Florida, through the Town Clerks Office, 507 Ocean Avenue , Melbourne Beach, Florida, 32951, in accordance with the advertisement as posted in the *Florida Today* newspaper and/or at www.Melbournebeachfl.org and will be publicly opened and read aloud for furnishing all labor, material, equipment and incidentals for this project.

Bids shall be in ink or typewritten and submitted in duplicate on the form provided for that purpose and **shall be enclosed in a sealed envelope clearly marked "Bid for RESURFACING PROGRAM, RFP 02-2017, to be opened at 1:00 p.m., local time, Friday March 31, 2017," so as to guard against opening prior to the time set therefor.** The bidder shall be responsible for placing his firm name on the outside of such bid envelope.

Bids which are incomplete, unbalanced, conditional, or which contain additions not called for, alterations or irregularities of any kind, or which do not comply with the Contract Documents may be rejected at the option of the Town.

Each bid shall be signed on behalf of the individual, partnership or corporation making the proposal, by the person or persons legally authorized to sign this document and thereby bind the maker in full responsibility therefor. The address of the individual, partnership, or corporation shall be appended and, upon demand, the names and addresses of all members of a partnership or the corporate officers of a corporation thus bound shall be made known.

Within five (5) business days of the bid opening, the Bidder shall submit a list of names of the Subcontractors and major material and equipment suppliers proposed for the principal portions of the work.

Prior to award of Contract, Town will notify the Bidder in writing of an objection to any person or entity listed. Upon such reasonable objection, the Bidder shall propose an acceptable substitute person or entity in accordance with the section of the General Conditions relating to Subcontracting.

Notice to Bidders: Bidders are notified that they must thoroughly examine the Specifications and Contract Documents, which may include, but are not limited to, the Invitation to Bid, Instructions to Bidders, Bid Form, Construction Agreement, Form(s), General Conditions, Federal Specifications, Special Conditions, Technical Specifications, drawings and all addenda issued prior to the opening of bids.

Interpretations: No oral interpretations will be made to any bidder as to the meaning of the Specifications or any other Contract Documents. Every request for such an interpretation shall be made in writing and addressed and delivered to the Town Manager eight (8) or more working days before the date fixed for opening of bids. Every interpretation made to a bidder will be in the form of an addendum to the Contract Documents which, if issued, will be sent as promptly as is practical to all persons to whom the Specifications have been issued. All such addenda shall become part of the Contract Documents.

Bid Bond: Bid(s) must be accompanied by a certified check or bid bond in an amount not less than five percent (5%) of the bid.

Owner:

This project is owned by the Town of Melbourne Beach, Florida, with whom the Contract will be made, otherwise referred to as the City.

Bids may be hand-delivered to the Town of Melbourne Beach, Town Clerk, located at 507 Ocean Avenue, Melbourne Beach, Florida 32951 or mailed to the Town of Melbourne Beach, Attention: Town Clerk, 507 Ocean Avenue, Melbourne Beach, Florida 32951.

Subsequent communications between the Bidder and the Town shall be mailed to the Town Manager, Town of Melbourne Beach, 597 Ocean Avenue, Melbourne Beach, Florida 32951.

Town Manager: The Town Manager of the Town of Melbourne, Florida, is appointed as Manager of the project. Where the term "Town Manager" is used in these Contract Documents, it refers to Town Manager or his authorized representatives.

Ability to Perform Work: Any bidder may be required, before the award of any contract, to show to the complete satisfaction of the Town that he has the necessary facilities, ability and financial resources to perform the work in a satisfactory manner within the time specified; that he has had experience in construction work of the same or similar nature; and that he has a past history and references which will serve to satisfy the Town beyond any doubt as to his qualifications for doing the work. The Town has the right to disqualify any bidder that does not meet any or all qualifications necessary as determined by the City.

Special Notice: Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and the Contractor must employ, so far as possible, such methods and means

in carrying out his work as will not cause any interruption or interference with any other construction the City has underway.

Labor Regulations: Each Contractor and Subcontractor shall comply fully with all applicable Federal, State and local laws and regulations concerning labor, work hours and labor conditions and with wage rates as established for this work by the Labor Standard Contract Specifications and the United States Department of Labor's Wage Rate Determination, if applicable.

Check or Bid Bond:

10.1 Cashier's checks or bid bonds and the monies payable thereon will, at the option of the Town, be paid into the funds of the Town if the bidder fails to execute the written Contract and furnish the required surety bond within fifteen (15) consecutive calendar days following written notice of the award of the Contract, as liquidated damages therefor.

Attorneys-in-fact who sign bid or contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

Liquidated Damages: Should the bidder, as subsequent Contractor for the work, become liable to assessment of liquidated damages for reasons set forth in Paragraph 15 of General Conditions Division "E" of these Contract Documents, the Contractor and his sureties shall pay to the Town the sum of \$500.00 for each calendar day for which such liquidated damages are assessed.

Precedence Over Conflict in Documents: In the event of a conflict between the Technical Specifications and the Plans, the technical specifications shall prevail. The Special Conditions shall prevail over the Technical Specifications.

Visit to Site: Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions relating to construction and labor so that he may fully understand facilities, difficulties and restrictions attending the execution of work under the Contract. Bidder shall thoroughly examine and be familiar with the Contract Document. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

Award of Contract:

15 It is the intent of the Town to award a contract to the lowest responsible Bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. The Town shall have the right to waive any informality or irregularity in any bid or bids received and to accept the bid or bids which, in his judgment, is in his own best interests.

The Town shall have the right to accept alternates in any order or combination, unless otherwise specifically provided, and to determine the lowest responsible Bidder on the basis of the sum of the base bid and the alternates accepted.

Notwithstanding the foregoing, in the event that Federal or State Funds are used in whole or in part to pay for the work or services to be performed under this Contract, applicable Federal or State grant/funding laws and regulations, or other applicable Federal and State Laws and regulations, shall be followed and prevail over any contrary provisions of the Local Government Prompt Payment Act or this section 32.0 of the General Conditions. Additionally, the Town's obligation to proceed with this Contract and to make payments hereunder is specifically conditioned upon receipt of any Federal or State Funds and/or Federal or State approvals anticipated for the subject project. If such Federal or State Funds and/or Federal or State approvals are not received, the City may terminate the Contract, whereupon the Town and Contractor shall be released from any and all obligations under the contract.

Contract Security and Insurance: Upon execution of a Contract for work covered by this project, the Contractor shall furnish a surety bond in an amount not less than 100 percent of the contract price as set forth in the General Conditions of this Contract Document. Surety bonds will be required on all awarded bids \$25,000.00 or greater.

Bonds shall be executed by surety authorized to do business in the State of Florida and have an A. M. Best bond rating of "A" or better.

Bonds executed by an attorney-in-fact on behalf of the surety shall have affixed thereto a certified and current copy of power of attorney indicating the monetary limit of such power.

The Contractor shall furnish the Town with proof of carriage of insurance as stipulated under the General Conditions of this Contract Document. The Contractor will maintain Contractor's All-Risk Insurance on a 100 percent completed value basis on the insurable portion of the project.

Execution of Contract: The Bidder to whom a Contract is awarded will be required to execute in five (5) counterparts the prescribed Contract and Performance and Payment Bonds, if applicable, within fifteen (15) days from the date of Notice of Award, and deliver the executed Contract to the Town along with the Certificate of Insurance and

Employment Plan, if applicable, as prescribed by the General Conditions or the Contract is subject to forfeiture.

Payments: Payment for all work or equipment will be made by the Town in accordance with the terms set out in the Contract. Estimates will be made by the Contractor and checked by the Town.

Certifications: Before any payments, either partial or final, may be made to the Contractor for work performed, written certification must be filed with the Town by the Contractor that the items for which requisition for payment is made have not been paid and that there are no vendors', mechanics' or other liens or right to liens or conditional sale contracts which should be satisfied or discharged before such payment is made.

Laws and Regulations: The bidders' attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

Reporting Requirements: The contractor shall comply with the reporting requirements associated with this project as identified in the Contract and Specifications.

Access to Records: All records must be retained for five (5) years after Contract completion, with respect to all matters covered by this project shall be made available at any time for audit and inspection by the Town. If any work is subcontracted, the Town shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

The unemployment of unauthorized aliens by any vendor is considered a violation of Section 274(a)(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

This is a bid of:

Ph: _____ Fax: _____
(Contractor/Address/Phone No./Fax No.)

BID FORM
(Sealed Bids in Duplicate)

TO: Honorable Mayor and Town
Commission

Pursuant to and in compliance with your Invitation to Bid under the bid letting date of March 31, 2017, the Instructions to Bidders and other documents related thereto, the undersigned hereby proposes to furnish all material, labor and equipment necessary for constructing **RESURFACING PROGRAM, RFP 02-2017, Melbourne Beach, Florida**, as required by and in strict accordance with the contract documents.

Definition: Allowance: Not to exceed amount reimbursed to the Contract. Appropriate documentation must accompany all pay estimates when applying for reimbursement.

The undersigned agrees to start work within ten (10) calendar days after written notice to proceed, and fully complete all work hereunder within the number of calendar days specified in each project work order after said date.

If written notice of award of this bid is mailed, telegraphed, or delivered to the undersigned within fifty-five (55) days after date of opening of bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the bid as accepted, all within fifteen (15) days after the prescribed forms are presented to him for signature.

ATTACHMENTS TO BID

The following item(s) must be attached to the Bid Form or the bid will be rejected:

1. Bid Form
2. Bid Bond
3. Drug Free Workplace Form
4. Non-Collusion Affidavit of Prime Bidder
5. Certification regarding debarment, suspension, and other responsibility matters primarily covered transactions (prime contractor)
6. Certification of non-segregates facilities.

Notice of award should be mailed or delivered to the undersigned at the following address:

Acknowledgment is hereby made of receipt of following addenda, if any:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

_____(SEAL)
Company Name

Address

City, State and Zip

By: _____
Signature – **MUST BE BLUE INK**
(If Bidder is a corporation, attach evidence of authority to sign.)

Printed Name and Title

License Number

Data Universal Number System (DUNS) number

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

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 1893 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

Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF)
) SS
COUNTY OF)

_____, being first dully sworn, deposes and says that:

1. He/She is _____ of _____
_____ the Bidder that has submitted the attached bid for “(INSERT PROJECT NAME)”
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of it's officers, partners, Town's, agents, representatives, employees or parties of interest including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder or to fix any overhead, profit or cost element of the bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Melbourne Beach or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Town's, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

Subscribed and sworn to before me this _____ day of _____.

Notary Public
My Commission Expires: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS (PRIME CONTRACTOR)**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation- of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name

Project Name

Title

Project Number

Firm

Street Address

City, State, Zip

Date

CERTIFICATION OF NON SEGREGATED FACILITIES

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated -facilities at- any of its establishments, and that it will not permit its employees to perform their service at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this Certification is violation of the Equal Opportunity Clause of this contract.

As used in this Certification, the terms "segregated facilities" means any waiting rooms, work areas, restrooms, and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, age, national origin or physical or mental handicap, religion and sexual orientation because of habit, local custom otherwise.

Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to award of subcontracts, that it will retain such certifications in its files.

(Contractor)

(Authorized Signature)

(Title)

(Date)

BIDDER'S CHECK LIST

TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City to help eliminate errors and omissions which may render your bid non-responsive. *Please check all appropriate boxes and submit this page with your bid.*

1. BID

Signed by Bidder _____

2. BID BOND

Enclosed

3. DRUG FREE WORKPLACE FORM

Enclosed

Signed by Bidder _____

6. COPIES OF REQUIRED LICENSE(S)

**Note: A Business Tax Receipt does not qualify as a license*

Enclosed

Enclosed _____ Signed by Bidder _____ Notarized _____

TOTAL # OF PAGES IN BID SUBMITTAL _____

END OF SECTION

CERTIFICATION OF NON SEGREGATED FACILITIES

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(Contractor)

(Authorized Signature)

(Title)

(Date)