



# REGULAR TOWN COUNCIL MEETING

Monday, November 7, 2022 at 7:30 pm

1. CALL TO ORDER, PRAYER AND PLEDGE
2. ROLL CALL
3. APPROVAL OF AGENDA - ADDITIONS/DELETIONS/CHANGES
4. CONSENT AGENDA

- a. **Approve Minutes of 10/17/2022 RTCM**

Exhibit: Agenda Report Number 4a

**Attachments:**

- **Agenda Report Number 4a** (Agenda\_Report\_Number\_4a.pdf)

- b. **Consideration to Award - ITB 22-01 Renovation of Malabar Community Restroom Facility**

Exhibit: Agenda Report Number 4b

**Attachments:**

- **Agenda Report Number 4b** (Agenda\_Report\_Number\_4b.pdf)

5. ATTORNEY REPORT
6. BCSO REPORT
7. BOARD / COMMITTEE REPORTS
  - a. T&G Committee
  - b. Park & Recreation Board
  - c. Planning & Zoning Board

8. STAFF REPORTS
  - a. Manager
  - b. Special Projects Manager - Lisa Morrell
  - c. Clerk
  - d. Fire Chief
  - e. **Public Works Director - Written Report**

Exhibit: Agenda Report Number 8e

**Attachments:**

- **Agenda Report Number 8e** (Agenda\_Report\_Number\_8e.pdf)

9. PUBLIC COMMENTS

Comments at this point may address items NOT on the Agenda. Comments related to

subsequent Agenda Items may be made as those items come up. Public comments do not require a Council response. (Speaker Card is Required)

***Five (5) Minute Limit per Speaker***

**10. PUBLIC HEARINGS / SPECIAL ORDERS**

**a. PUBLIC HEARING - Multiple Vacate Requests within Section 11, Melbourne Heights subdivision (SD) Section "E" east of Corey Road (Resolution 19-2022)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; PROVIDING FOR THE VACATE OF THREE FIFTY (50) FOOT-WIDE UNIMPROVED PLATTED RIGHTS-OF-WAY ABUTTING PARCELS 29-37-11-75-22-1 AND 29-37-11-75-19-1 IN SECTION"E" MORE SPECIFICALLY KNOWN AS HENBANE STREET, NASSAU STREET AND COLORADO AVENUE AND DESCRIBES HEREIN; AUTHORIZING THE TOWN CLERK TO RUN A LEGAL ADVERTISEMENT OF THIS ADOPTED RESOLUTION; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10a

**Attachments:**

- **Agenda Report Number 10a** (Agenda\_Report\_Number\_10a.pdf)

**11. UNFINISHED BUSINESS/GENERAL ORDERS MAY INCLUDE ITEMS DIRECTLY RELATED TO RESIDENTS PRESENT AT MEETING**

(RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES)

**12. ACTION ITEMS**

ORDINANCES: 1

RESOLUTIONS: 1

MISCELLANEOUS: 0

**a. First Reading - Fiscal Year 2021/2022 Budget Amendment (Ordinance 2022-10)**

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PERTAINING TO A BUDGET AMENDMENT IN THE FISCAL YEAR 2021/2022 TO PROVIDE FOR ACTUAL REVENUES RECEIVED; PROVIDING FOR THE UNSPENT BUDGETED FUNDS DUE TO REDUCED EXPENDITURES; PROVIDING DIRECTION TO DELEGATE SUCH EXCESS FUNDS TO DESIGNATED RESTRICTED RESERVES FOR BUILDING DEPARTMENT USE, STORMWATER USE; PROVIDE FOR THE DEPOSIT INTO RESERVES FOR VEHICLE REPLACEMENTS AS BUDGETED IN THE FIRE AND STREETS AND ROADS DEPARTMENTS AND PAVING RESERVES; PROVIDING THE SHIFTING OF UNSPENT MONIES BETWEEN DEPARTMENTS TO BALANCE THE EXPENDITURES; PROVIDING REMAINING EXCESS FUNDS TO RESERVES ON DEPOSIT; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12a

**Attachments:**

- **Agenda Report Number 12a** (Agenda\_Report\_Number\_12a.pdf)

**b. Appoint Meghan Wolfgram to the Planning and Zoning Board (Resolution 28-2022)**

Exhibit: Agenda Report Number 12b

**Attachments:**

- **Agenda Report Number 12b** (Agenda\_Report\_Number\_12b.pdf)

COUNCIL CHAIR MAY EXCUSE ATTORNEY AT THIS TIME

**13. DISCUSSION/POSSIBLE ACTION**

**a. Contract Negotiations Treasurer Virginia Raftery**

Agenda Report Number 13a

**Attachments:**

- **Agenda Report Number 13a** (Agenda\_Report\_Number\_13a.pdf)

**b. Town of Malabar Lobbyist Status - Mayor Reilly**

Exhibit: Agenda Report Number 13b

**Attachments:**

- **Agenda Report Number 13b** (Agenda\_Report\_Number\_13b.pdf)

**c. Create a restricted fund for Streets and Roads - CM Scardino**

Exhibit: Agenda Report Number 13c

**Attachments:**

- **Agenda Report Number 13c** (Agenda\_Report\_Number\_13c.pdf)

**14. PUBLIC COMMENTS**

General Items (Speaker Card Required)

**15. REPORTS - MAYOR AND COUNCIL MEMBERS**

**16. ANNOUNCEMENTS**

(1) Vacancy on the Parks and Recreation Board, (1) Vacancy on the Palanning and Zoning Board, and (2) Vacancies on the Parks and Recreation Board

**17. ADJOURNMENT**

If an individual decides to appeal any decision made by this board with respect to any matter considered at this meeting, a verbatim transcript may be required, and the individual may need to ensure that a verbatim transcript of the proceedings is made (Florida Statute 286.0105).

The Town does not provide this service. In compliance with F.S. 86.26 and the Americans with Disabilities Act (ADA), anyone who needs a special accommodation for this meeting should contact the Town's ADA Coordinator at 321-727-7764 at least 48 hours in advance of this meeting.





# TOWN OF MALABAR

## Regular Town Council Meeting

**AGENDA ITEM NO: 4.a**  
**Meeting Date: November 7<sup>th</sup>, 2022**

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT: Approve Minutes of the RTCM of 10/17/2022**

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**BACKGROUND/HISTORY:**

Summary of actions at Town Council Meetings

**ATTACHMENTS:**

- Draft Minutes of RTCM of 11/07/2022

**ACTION OPTIONS:**

Review

**MALABAR TOWN COUNCIL  
REGULAR MEETING MINUTES  
October 17<sup>th</sup>, 2022, 7:00 PM**

This meeting of the Malabar Town Council was held at Town Hall at 2725 Malabar Road.

**1. CALL TO ORDER:**

Council Chair Mayor Patrick T. Reilly called meeting to order at 7:00 pm. CM Scardino led P&P.

**2. ROLL CALL:**

CHAIR:

MAYOR PATRICK T. REILLY

VICE CHAIR:

STEVE RIVET – Arrived 7:05

COUNCIL MEMBERS:

MARISA ACQUAVIVA-EXCUSE

BRIAN VAIL

DAVID SCARDINO

MARY HOFMEISTER

TOWN MANAGER:

MATT STINNETT

TOWN ATTORNEY:

KARL BOHNE

SPECIAL PROJECTS MANAGER:

LISA MORRELL

TOWN CLERK:

RICHARD KOHLER

**3. APPROVAL OF AGENDA - ADDITIONS/DELETIONS/CHANGES: NONE.**

**4. TREASURER INTERVIEWS**

**a. Virginia K. Raftery**

- i. Interview begins at 7:05 PM. CM Scardino asked Ms. Raftery about her experience in the position. Ms. Raftery explained she has been in the financial side of Government for municipal government since 2001. CM Scardino asks about her computer expertise. She stated she uses technology to work every day. CM Scardino asks about the size of her current town. Ms. Raftery stated it is about 8,000 people and a \$6 million budget. CM Hofmeister asked if the applicant is familiar with the area? Ms. Raftery states she live here in the past and would be excited to return to the area. CM Hofmeister asks if there would be anything holding her back in NJ? Ms. Raftery states just giving her current employer two weeks. CM Rivet asks what she could bring from her old position to Malabar? Ms. Raftery explained some of the minor differences between NJ and FL Govt work, but that she has researched Malabar and is confident she can handle the job. CM Vail asks about her long-term plans. Ms. Raftery states she plans to be here for a long time. CM Hofmeister asks Ms. Raftery if hurricanes would scare her away? Ms. Raftery states she lived here before and she is no stranger to them. SPM Morrell states the TRIM and budget systems are different. CM Scardino asks Ms. Raftery how many employees work at her current municipality. Ms. Raftery stated there are 12 in the Town Hall, but about 100 total. CM Scardino states Malabar is small, and that will lead to more responsibilities. CM Vail states someone in this position will have to wear several hats. CM Hofmeister asks how COVID affected her work? Ms. Raftery stated she still went to work, but they made changes to allow work to continue. Ms. Raftery asks if we have a time frame on when we will be deciding soon. CM Scardino states soon. Ms. Raftery states she is also available for a personal interview if required. Council then thanked Ms. Raftery for her time and ended the interview.

CM Scardino states the applicant seems well rounded. Coming from a bigger city provides her additional experience. CM Vail states she expressed a willingness to work as a team, which is a big plus. CM Scardino is impressed with her government experience. SPM Morrell states government experience is a big pro.

**MOTION: CM Scardino/ CM Rivet move to hire Ms. Raftery.**

**Discussion:** CM Scardino states she is coming from a small city. CM Hofmeister states the new applicant, Mr. Davis should be interviewed. CM Hofmeister states we should interview all available applicants. CM Vail suggests interviewing Mr. Davis.

**Mayor calls a 5 Minute Recess to review Mr. Davis's application.**

CM Scardino states the new applicant has no government experience. We should take the opportunity to hire someone who wants to be here in a tough job market. CM Hofmeister states Ms. Raftery was her first choice, but we should interview Mr. Davis. He is local and has computer and accounting experience. CM Rivet states the lack of government experience excludes him. We should take the experienced applicant while we can. CM Hofmeister states her confusion with why we won't interview the new applicant. CM Rivet states we seem to have found a good applicant, and the new applicant does not have government experience. CM Hofmeister believes we should interview all applicants.

Mayor Calls the question.

**Motion carries 3-1. (Hofmeister Nay)**

SPM Morrell states staff can offer her the position and discuss next steps. Key points would be salary requirements, moving times and start times. CM Scardino suggests calling her now to tell her. CM Vail suggests letting her talk with staff. CM Scardino suggests SPM Morrell negotiate.

**MOTION: CM Scardino/CM Vail move to name SPM Morrell the main point of contact until negotiations.**

**Motion Carries (4-0).**

**b. Julianne Pelletier**

i. Declined Interview (10/17/2022)

**c. Anissa Calhoun**

i. Declined Interview (10/04/2022)

**d. Chris Quirk**

i. Did not respond to attempts to schedule interview.

**e. Jon E. Davis (New Applicant)**

i. CM Scardino suggests interviewing Applicant. Motion Scardino/Vail 3-0. After interviewing Ms. Raftery, Council decided to decline an interview with Mr. Davis based on his lack of Government experience.

**5. CONSENT AGENDA:**

**5.a. Approve Minutes of the Rescheduled Final Budget Hearing and the RTCM of 10/03/2022**

**5.b. Brevard County Stormwater Program Interlocal Agreement Contract Renewal**

**5.c. Third Amendment for Stormwater Education and Outreach Interlocal Agreement**

**MOTION: CM Vail / CM Scardino to approve Consent Agenda. Vote: All Ayes (4-0).**

**6. ATTORNEY REPORT:** Today was day 1 of the Painted Acres trial. Mr. Noah informed him day 1 went very well. We will present our case now. Mayor Reilly did an excellent job. Once the expert witnesses are heard, written closing statements will be provided to the court. CM Rivet asks about the Agricultural exemption for the EELs program. Atty states that the property appraiser's office has kept this from happening. It was a hail Mary from the county. We are monitoring, but not taking any further action on this issue.

**7. STAFF REPORTS:**

7.a. Town Manager – TM Stinnett states he is still actively seeking public works employees. We have received no applications. Spoke with Chief Foley, who is hoping to return to work after November 7<sup>th</sup>. CM Scardino asks if we offer higher wages will it help? TM explains other cities and the county are having the same issue.

7.b. Special Projects Manager – Went over written report. (Attached to minutes) Requests Council allow staff to perform a fundraiser to purchase lift bags and an ATV with a trailer for trail rescue. Consensus reached in agreement.

7.c. Town Clerk – Beginning stages of the 21/22 FY audit are underway. Staff has provided numerous documents requested by the auditors. We will be receiving the first batch of scanned boxes from the record scanning project. 53 boxes of mostly building department related records. This is the completion of the first of many steps to digitizing our Town records.

**8. PUBLIC COMMENTS:** Comments at this point may address items NOT on the Agenda. Comments related to subsequent Agenda Items may be made as those items come up. Public comments do not require a Council response. (Speaker Card is Required)  
**Five (5) Minute Limit per Speaker.**

**9. PUBLIC HEARINGS / SPECIAL ORDERS: 0**

**10. UNFINISHED BUSINESS/GENERAL ORDERS MAY INCLUDE ITEMS DIRECTLY RELATED TO TOWN APPOINTED BOARDS/COMMITTEES: 0**

**11. ACTION ITEMS:**

**ORDINANCES: 0**

**RESOLUTIONS: 5**

**MISCELLANEOUS: 2**

**11.a. Recognizing Florida Municipal Government Week (Resolution 22-2022)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; RECOGNIZING FLORIDA MUNICIPAL GOVERNMENT WEEK, OCTOBER 17TH TO OCTOBER 23RD, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING EVENTS.

**Exhibit: Agenda Report Number 12a**

Resolution read by title only.

**MOTION: CM Rivet / CM Hofmeister to adopt Resolution 22-2022.**

**Discussion:** None

**ROLL CALL VOTE: CM Hofmeister, Aye; CM Acquaviva, EXCUSED; CM Vail, Aye; CM Rivet, Aye; CM Scardino, Aye. Motion carried 4-0.**

**11.b. Appoint Joanne M. Korn to Board of Adjustment (Resolution 23-2022)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF JOANNE M. KORN TO THE MALABAR BOARD OF ADJUSTMENT AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit: Agenda Report Number 11b**

Resolution read by title only.

**MOTION: CM Vail / CM Scardino to adopt Resolution 23-2022.**

**Discussion:** None.

**ROLL CALL VOTE: CM Acquaviva, EXCUSED; CM Vail, Aye; CM Rivet, Aye; CM Scardino, Aye; CM Hofmeister, Aye. Motion carried 4-0.**

**11.c. Appoint Katie Abare to Board of Adjustment (Resolution 24-2022)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF KATIE ABARE TO THE MALABAR BOARD OF ADJUSTMENT AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS

OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit: Agenda Report Number 11c**

Resolution read by title only.

**MOTION: CM Hofmeister / CM Vail to adopt Resolution 24-2022.**

**Discussion:** None.

**ROLL CALL VOTE: CM Vail, Aye; CM Rivet, Aye; CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, EXCUSED. Motion carried 4-0.**

**11.d. Appoint Barbara Cameron to Trail and Greenways Committee (Resolution 25-2022)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF BARBARA CAMERON TO THE MALABAR TRAILS AND GREENWAYS COMMITTEE AS AN ALTERNATE MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit: Agenda Report Number 11d**

Resolution read by title only.

**MOTION: CM Hofmeister / CM Scardino to adopt Resolution 25-2022.**

**Discussion:** None.

**ROLL CALL VOTE: CM Rivet, Aye; CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, EXCUSED; CM Vail, Aye. Motion carried 4-0.**

**11.e. Appoint David Scott Taylor to the Planning and Zoning Board (Resolution 26-2022)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF DAVID SCOTT TAYLOR TO THE MALABAR PLANNING AND ZONING BOARD AS A REGULAR; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit: Agenda Report Number 11e**

Resolution read by title only.

**MOTION: CM Hofmeister / CM Vail to adopt Resolution 26-2022.**

**Discussion:** Mr. Taylor states he is looking forward to contributing to the Town.

**ROLL CALL VOTE: CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, EXCUSED; CM Vail, Aye; CM Rivet, Aye. Motion carried 4-0.**

**MISCELLANEOUS: 0**

**11.f. Piggy-back Contract – Plan Review and Building Inspector Services, IFB # 09-0-2021, City of Palm Bay, CAP Government, Inc.**

**Exhibit: Agenda Report Number 11f**

**Staff Comments:** TM Stinnett began by providing a little background history. We have worked with one company, but it hasn't been a good fit.

**Motion: CM Scardino / CM Hofmeister to approve Town Staff to Piggy-back the contract with CAP Government, Inc.**

**Discussion:** None

**Vote: All Ayes (4-0)**

**11.g. Procurement of BS&A Accounting Software**

**Exhibit: Agenda Report Number 11g**

**Staff Comments:** TM Stinnett explained this is a growing need. QuickBooks is not a government software. BS&A has a good software, and they provide the software to several cities in Brevard County.

**Motion: CM Hofmeister / CM Rivet to approve Town Staff to enter a contract with BS&A to provide the Town's accounting software.**

**Discussion:**

**Vote: All Ayes (4-0)**

**Chair excuses Attorney**

**12. DISCUSSION / POSSIBLE ACTION: 0**

**12.a. Limited Manufacturing in Certain Zoning Districts (CM Scardino)**

**Exhibit: Agenda Report Number 12a**

**Discussion:** CM Scardino began by explaining to Council he sees light and limited manufacturing as environmentally detrimental. He is glad to see that there are environmental protections included in the proposed code. He believes with enough restriction; we can mitigate pollution. Mayor Reilly states that this item is in front of the Planning and Zoning Board now. CM Vail states this is so important because the Jordan Scrub removed most of the Town's industrial area. He supports additional manufacturing in residential areas. SPM Morrell provided more insight into the P&Z discussions. CM Rivet states his biggest concern is how this will affect residents. He doesn't want to see the rural atmosphere of our town destroyed by noise, light, and water pollution. CM Vail agrees that light pollution is a key issue. SPM Morrell offered sending P&Z minutes about this issue to Council.

**12.b. Sign Code Update to Planning and Zoning Board (CM Scardino)**

**Exhibit: Agenda Report Number 12b**

**Discussion:** CM Scardino began by stating he noticed people are putting up landscaping signs, and they are not covered by our building code. SPM Morrell states the building official states it is not a structure. CM Scardino states it is advertising and should be permitted. CM Vail referenced Camelot and Palm Bay. CM Scardino states the Elholiem Church sign should have been permitted. Mayor Reilly states the Planning and Zoning board reviewed the sign ordinance recently. It was deemed that landscaping was not a sign based on the Atty, Planning and Zoning Board, and a prior Council. CM Scardino states the sign he is discussing is made out of wood and has supports in the ground. SPM Morrell states the building code deems that landscaping, not a sign. CM Hofmeister states the Planning and Zoning board worked tirelessly to define the sign code. Mayor suggests Town Staff research if the sign should have had a building permit. SPM states Staff will look into it and provide additional info for council.

**13. PUBLIC COMMENTS: General Items (Speaker Card Required)**

**14. REPORTS – MAYOR AND COUNCIL MEMBERS**

**CM Acquaviva:** Excused

**CM Vail:** None.

**CM Rivet:** None.

**CM Hofmeister:** Stated there will be more people out running and biking, and drivers should be aware and courteous.

**CM Scardino:** None.

**Mayor Reilly:** States he missed the meeting where Council decided to do reviews and asks if anyone had completed one. None have been submitted.

**14. ANNOUNCEMENTS: (2) Vacancy on the Planning & Zoning Board.**

**15. ADJOURNMENT:** There being no further business to discuss and without objection, the meeting was adjourned at 8:02 P.M.

BY: \_\_\_\_\_

Mayor Patrick T. Reilly, Council Chair

ATTEST:

Date Approved: 11/7/2022

\_\_\_\_\_  
Richard Kohler  
Town Clerk

DRAFT

# TOWN OF MALABAR

## COUNCIL MEETING

SPM Staff Report  
Meeting Date: October 17, 2022

Prepared By: Lisa Morrell, Special Projects Manager

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**SUBJECT: SPM Report for October 17, 2022 Council Meeting**

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Updates from the May 31, 2022 staff report have been provided in bold for each topic with new topics added to the end of the report from the previous reporting period:

### **Cybersecurity Awareness Program - CS/HB 7055: Cybersecurity**

The Town has initiated distribution of cybersecurity awareness training with 11% of the training material completed by employees. Two new training campaign has been launched called "the Inside Man" which enforces the principles outlined in the Security Awareness Foundation Training modules. The second campaign is Payment Card Industry Data Security Standard. (PCI-DSS) will launch on March 31, 2022.

**09/1/2022 – Ongoing, Employee Participation 11% complete**

### **Fixed Town Facility or Entrance Signage**

An RFP was awarded to Southeastern Lighting Solutions to replace (2) two fixed entrance signs: Malabar Community Park and Disc Golf Sanctuary. The contract was executed by both parties on March 22, 2022. A purchase order will be released soon for design, fabrication, installation, delivery, and warranty. Estimate this project will be completed in 90 days short of any delays (ex. Material availability, shipping, and labor shortages).

06/29/2022 – Colors proof, frame, and hardware approved, signs for Malabar Community Park and Disc Golf Sanctuary progress to production queue.

7/26/2022 – Inquiry on production and estimated timeframes for delivery.

8/16/2022 – Attempted delivery and installation occurred with receipt of single sided signage; 9/12/2022 RTCM agenda item for consideration.

**10/11/2022 -Signs Installed**

### **Document Imaging and Scanning (SLFRF Funded)**

The contract has been executed by both parties and corresponding purchase orders have been issued with the payment of the annual software subscription license mailed on March 23, 2022. The deposit for the project will be mailed this week. After payments are received by MCCi, The Town will be scheduled for a project kickoff meeting. The Town Clerk staff will begin paper record retention review, pursuant to the Florida record retention schedule and guidelines, of documents to be scanned within the project to reduce the scanning of records that are no longer required to be retained.

**10/18 Virtual Meeting Scheduled to Review Workflow, (50) Scanned Boxes Returning**



## Grants

I have been enrolled and registered with eCivis, a Florida League of Cities partner, to receive daily emails regarding new grant announcements and updates. I review these daily and share these with the Town Manager and Departments, highlighting any relevant opportunities.

### Volunteer Fire Assistance (VFA) Grant

The Malabar Fire Department is requesting to apply for the Volunteer Fire Assistance Grant available from Florida Department of Agriculture and Consumer Service to replace Fire Turnout Gear that has reached is approaching end-of-life use; this is 50/50 match grant.

7/26/2022 – Reflective material is delayed, estimated delivery is 2/13-6/13/2023; shared with VFA grant admin, Ralph Crawford at FDAC, stated that delays are occurring and the grant will still be valid due to the delay.

**8/31/2022 Acting Chief Hooker states that some gear has been delivered and received by the Fire Department from the vendor and provided partial invoices for payment.**

### Firehouse Subs Grant - Q3 2022

On April 7, 2022 The Fire House Subs quarterly grant portal opened for community public safety equipment grant requests. The Town of Malabar submitted at grant at 9:07 am after the portal opened at 6:00 am to requests financial assistance in procuring air lift bag kits totaling \$14,652.00 quoted by a vendor, Mutual Emergency Services. An email confirmation as received of the submission which only opens to 600 applicants each quarter. Currently awaiting a response to the grant application from Firehouse Subs Foundation, the confirmation states "All applicants will be notified of approval or denial within two months of the quarterly grant application deadline". The website grant portal notice currently states "Q3 2022 grant award notifications, will be emailed prior to July 7, 2022."

07/6/2022 – Received a denial letter for April Application.

07/7/2022 – Resubmitted application, award notice expected by October 6, 2022

**10/4/2022 – Application Denied, 3<sup>rd</sup> request.**

### State & Local Fiscal Recovery Fund (SLFRF) formerly American Rescue Plan (ARPA)

5/25/2022 Single Audit alternatives, for expense of \$750,000 or more in one fiscal year, have been distributed to NEU's; Town Staff is consulting with the Town's Auditing Firm for costs to provide a full audit (\$2,000) or the alternative of opinion for expense eligibility (\$1,500).

6/20/2022 Town Council action approved the allocated all funding to standard allowance expenditures and capital infrastructure: Water, Roads, Stormwater.

### Life Pak 15 (SLFRF)

A purchase order has been issued for the cardiac defibrillators and monitors to the contracting vendor, Stryker Medical. To date, upon inquiry, I have not received a confirmation or estimated shipping date for the equipment for Malabar Fire Department.

**7/7/2020, lead time has been updated to 32-36 weeks, or 8months for estimated receipt of order.**

### Park Restroom Remodel Plans

Design plans and scope of work are currently underway for vendor solicitation to perform the approved public facilities upgrades for sanitary components to include sinks with integrated facets to include automated soap, water, and drying functions, automated flush toilets, replacement partitions, epoxy coating for the floor, minor electrical upgrades for occupancy sensors with energy efficient LED lighting fixtures, addition of automated doors for open and close schedules, and a re-roof to secure the envelope and upgrades.

8/30/2022 A mandatory pre-bid was held on Tuesday, August 30, 2022 for potential bidders to review the bid documents, project overview, and an on site visit to the facility at the Park. It was well attended with 12 contractors.

#### **10/27/22 Bids Due & Opening on 10/24**

#### **Procurement Cards**

8/31/2022 – Implementation and setup with Bank of America is complete. Cards have been distributed to financial staff for use and documenting the process to train other departmental staff on policies, use, and monthly reconciliation process to receive their approved purchasing card and accepting the established program terms.

#### **10/17/2022: Cards activated and distributed to (4) Employees.**

#### **Surficial assessment of Road Pavement Analysis as a service**

8/30/2022 – RTCM 9/12 Agenda item for Town Council consideration.

**10/5/2022 – PO issued to vendor for commencement, report due within 90 days, January 2023**

#### **Employee Policy Handbook Review and Update**

July 1, 2022 inquired with Florida League of Cities Employment Law Program for any resources for review and legal review of the existing policy handbook that could be provided to the Town. July 20, 2022 had a brief call with an attorney with the program and will provide more information of two options for the Town to consider: engagement letter for services to review and update or consultant services with a base template for a new policy handbook.

8/30/2022 – Town Manager and I participated on a overview for proposal conference call with the Town's employment attorney, a proposal is forth coming for a future Town Council meeting for consideration.

**10/13/2022 PO issued to Legal Review, not to exceed 16 hours of review with full mark-up.**

#### **FSS 380.093 Resilient Florida Grant Program**

Brevard County requested a conference call on August 18, 2022 with all municipalities within the county, to discuss cooperative efforts to achieve compliance with Florida State Statute 380.093 entitles Resilient Florida Grant Program to achieve the State of Florida's goal of a Comprehensive Statewide Flood Vulnerability And Sea Level Rise Data Set And Assessment.

Brevard County has contracted with Singhofen & Associates for this task. The Town of Malabar contracted with same engineering firm for the Town's Stormwater Master Plan. The Town will be participating in this effort of sharing all applicable data.

#### **Fire Department Fire Incidents & Patient Reporting**

The Town Council approval of the ESO software contract has been executed with the vendor; the project implementation queue is backlogged 90 days, staff is awaiting communication for a kickoff date for implementation and setup.

**10/15/2022: FD in pilot, handheld field tablets to be distributed by next week.**

#### **Town Treasurer**

Serving as Interim, year end tasks in process for fiscal close out processes to include budget amendment and report to Council of unaudited year end fund balances and summary before 11/30/2022. Auditor review of last fiscal year in work as well with testing and sample financial data requests.





## Lifting bags

Simply indispensable for rescuers worldwide.



## S.Tec 12 Lifting Bags (12 bar / 174 psi)

The next generation of high-pressure lifting bags.

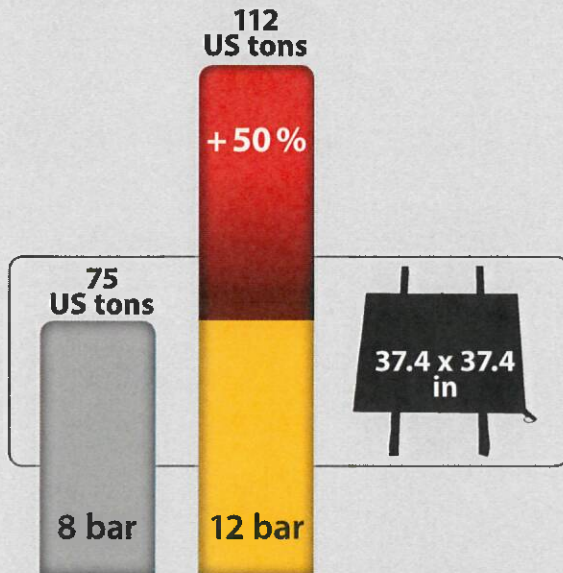
- › 50 % more performance\*
- › up to 112 US tons (102 tons) lifting power
- › 0.98 inch (2.5 cm) insertion height
- › compatible with 8 and 10 bar accessories

Vetter has further innovated the popular mini lifting bags to create a new generation of lifting bags: Vetter S.Tec 12 Lifting Bags master every rescue operation with ease. Amazingly flat and uniquely powerful. Its dynamic 12-bar lifting power makes it the most impressive lifting bag on the market. With an insertion height of only 0.98 inch (2.5 cm), our S.Tec 12 Lifting Bag fits in even the narrowest gaps and openings. Thanks to its intelligent surface profile, you can safely stack two bags.



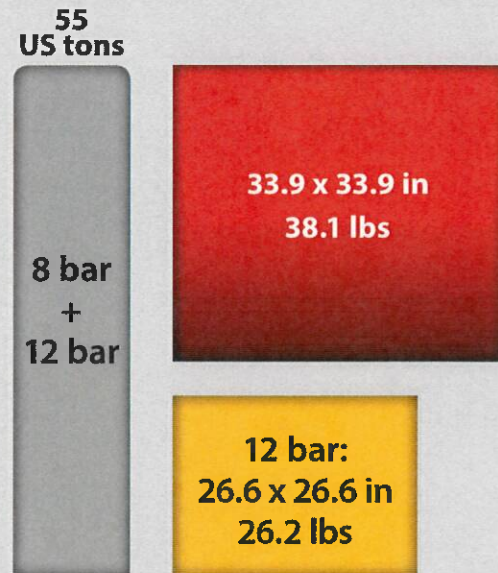


50 % performance increase with the same bag size.



Is valid for the following S.Tec 12 Lifting Bags  
V 1, V 5, V 7, V 26, V 33L, V 35, V 59, V 83 and V 102

Same lifting power with smaller and lighter bags\*



Is valid for the following S.Tec 12 Lifting Bags  
V 10, V 12, V 20, V 40 and V 50



Uniform low insertion height of 0.98 inch (2.5 cm)  
for all bag sizes.



### In operation ...

- › Freeing trapped persons
- › Traffic accidents
- › Rockfalls or landslides
- › Collapsed buildings



### Good reasons:

- › 50 % performance increase\*
- › Stackable due to non-slip surface profile
- › Safety coupling
- › Aramid-reinforced
- › compatible with 8 + 10 bar inflation accessories



### Guaranteed quality:

- › Individually tested (with dated inspection seal)
- › Safety factor greater than 4:1
- › Complies with EN 13731 (independently tested)
- › 3-year warranty



\* when compared with conventional 8 bar (116 psi) lifting bags

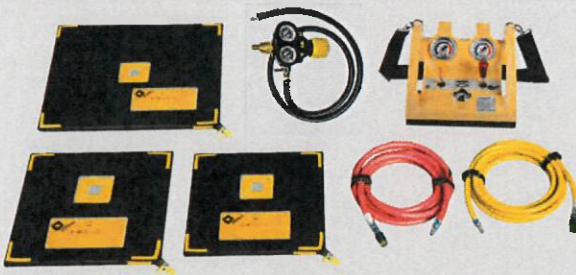
## S.Tec12 Lifting Bags sets (12 bar / 174 psi)

The world's most popular sets for any application:

### Rescue Set: 47 US tons/418kN

#### 106R147

This set is especially versatile and suitable for almost all road applications. Whether lifting vehicles when people are trapped underneath or freeing trapped limbs after traffic accidents, this set is a reliable helper.



#### The set includes:

- › Lifting bags V 10, V 12, V 20
- › 2 inflation hoses 12 bar, 5 m, yellow and red (174 psi, 16.4 ft.)
- › Air CU lighting, deadman controller
- › Pressure regulator: Inlet pressure 413 bar (6,000 psi) max  
Outlet pressure adjustable up to 27.57 bar (400 psi) max

### Emergency Rescue Set: 106 US ton/942 kN

#### 106R148

The emergency rescue set is ideal for the rapid rescue of trapped persons. The multitude of lifting bags lets you react to the lifting weight with great versatility. Use the emergency rescue set to create free space during traffic accidents and natural catastrophes.



#### The set includes:

- › Lifting bags V 10, V 12, 2 x V 20, V 33L
- › 2 inflation hoses 12 bar, 5 m, yellow and red (174 psi, 16.4 ft.)
- › Air CU lighting, deadman controller
- › Pressure regulator: Inlet pressure 413 bar (6,000 psi) max  
Outlet pressure adjustable up to 27.57 bar (400 psi) max



## Heavy Rescue Set : 320 US ton/2848 kN

106R149

With the heavy rescue set, you have 9 bags in 7 different sizes at your disposal, from little helpers to the big bag with up to 65 US tons (59 tons) of lifting power. With this set, you are ready for everything: traffic accidents with heavy trucks, collapsed buildings and even natural disasters. The heavy rescue set should be available at every major rescue operation.



### The set includes:

- › Lifting bags V 10, V 12, 2 x V 20, V 33L, V 35, 2 x V 50, V 59
- › 2 inflation hoses 12 bar, 5 m, yellow and red (174 psi, 16.4 ft.)
- › Air CU lighting, deadman controller
- › Pressure regulator: Inlet pressure 413 bar (6,000 psi) max  
Outlet pressure adjustable up to 27.57 bar (400 psi) max



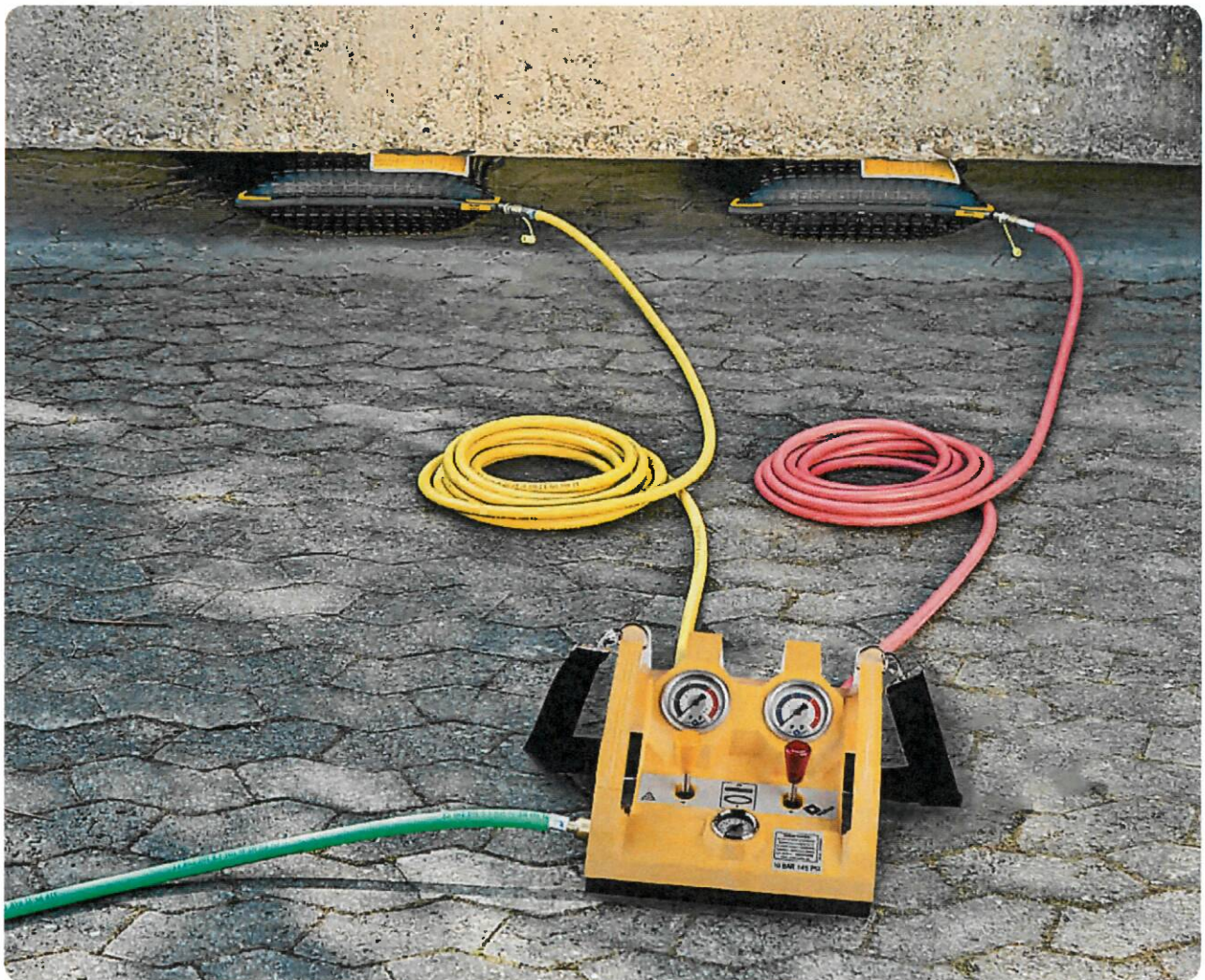
## S.Tec12 Lifting Bags (12 bar / 174 psi)

**You want a set of lifting bags perfectly tailored to your requirements?  
Just ask us. We'll be pleased to advise you.**

### **Your choice:**

- › 14 different lifting bag sizes (square or rectangular shaped) with lifting power up to 112 US tons (102 tons)
- › 4 controllers (2 deadman versions, 2 fitting)
- › many different compressed air sources including compressed air cylinder, compressor, compressed air connection on vehicles

For the right accessories to assemble custom sets, see page 24.





KIMTEK Corporation  
2163 VT Rt. 5A  
Westmore, VT 05860  
www.kimtekresearch.com

Contact: Randy Larson  
508-347-5961  
info@larsongroup.com

FOR IMMEDIATE RELEASE:

### **Kimtek's MEDLITE™ Transport a Perfect Fit for 2014 Yamaha Viking**

*First responders **have expanded options** with new UTV/skid unit combination*

*January 2014; Westmore, VT*—In its new lineup of larger side-by-side utility vehicles, Yamaha Motor Corporation has introduced the 2014 Yamaha Viking, a new UTV model that readily accommodates the Kimtek **MEDLITE™ Transport** skid units. The Viking FI 4X4 and the FI 4X4 EPS UTVs each have a cargo bed capacity of 600 pounds, ideally suited to carry the MEDLITE transport unit with attendant, patient, and gear.

#### **A useful combination**

With its **modular, slide-in design and numerous adaptability features**, Kimtek's MEDLITE Transport skid unit can be installed in the Yamaha Viking cargo bed in just minutes. MEDLITE's included tie-down system coordinates with the Viking's integrated tie-downs already located in the cargo bed for fast, simple installation. With room for three persons in the driver's compartment and an additional attendant in the rear, **the new Viking-MEDLITE combination** allows a total of four responders to reach and return with a patient. This combination gives first responders **a powerful tool for** off-road rescue, wildland search and rescue, large event medical response, lifeguard operations, industrial medical response, and many more field applications for police, fire, and EMS response agencies.

For more information about Kimtek's full line of MEDLITE **and FIRELITE™** Transport skid units, please visit [www.kimtekresearch.com](http://www.kimtekresearch.com). More information on Yamaha Viking UTVs is available at [www.yamahaviking.com](http://www.yamahaviking.com).

#### **About Kimtek Corporation**



3789 62nd Avenue North  
Pinellas Park, FL 33781

# Quote

**Quote #** QT1481276  
**Date** 09/16/2022  
**Expires** 12/12/2022  
**Sales Rep** Winkler, Thomas P  
**Shipping Method** FedEx Ground  
**Customer** (NON-TAXABLE) FIREHOUSE SUBS PSF, INC (FL)  
**Customer #** C44582

**Bill To**

FIREHOUSE SUBS PUBLIC SAFETY FDN,  
INC  
12735 Gran Bay Parkway  
Suite 150  
Jacksonville FL 32258  
United States

**Ship To**

Kevin Riley  
Malabar Fire Rescue  
1840 MALABAR RD  
Malabar FL 32950  
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
106R162			VCB 30 C.Tec 12 (includes 2 protection caps) Vetter round lift bag; 33.2 tons; 22.2 inch diameter	2	\$3,120.00	\$6,240.00
1000012500			Valise VCB 25/30 Vetter protective storage bag for VCB 30	2	\$259.00	\$518.00
106R163			VCB 75 C.Tec 12 (includes 2 protection caps) Vetter round lift bag; 82.3 tons; 35 inch diameter	1	\$4,940.00	\$4,940.00
1000012600			Valise VCB 62/75 Vetter protective storage bag for VCB 75	1	\$360.00	\$360.00
1000012100			Connection Plate Vetter	2	\$395.00	\$790.00
1200001700			Air CU Deadman Controller 12 bar with lights Vetter	1	\$1,010.00	\$1,010.00
266R179			Pressure Regulator (6,000 PSI) with 5' hose Vetter	1	\$780.00	\$780.00
1200003500			Inflation Hose with Shut-off 12 bar, 32 Ft/5 m, Yellow Vetter	1	\$220.00	\$220.00
1200003600			Inflation Hose with Shut-off 12 bar, 32 Ft/5 m, Blue Vetter	1	\$220.00	\$220.00
1200003800			Inflation Hose with Shut-off 12 bar, 32 Ft/5 m, Red Vetter	1	\$220.00	\$220.00

Firehouse Subs Public Safety Foundation Grant Request

Department Name: MALABAR FIRE RESCUE, 1840 MALABAR RD, MALABAR FL 32950

Department POC: Kevin Riley; (321) 987-9959; kriley@malabarfd.org

MES POC: Tom Winkler; 727-808-5344; twinkler@mesfire.com

<b>Subtotal</b>	\$15,298.00
<b>Shipping Cost</b>	\$280.00
<b>Tax Total</b>	\$0.00
<b>Total</b>	\$15,578.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1481276

Kimtek is the largest producer and marketer of ATV/UTV-specific skid units for public safety agencies in the U.S. Kimtek's FIRELITE fire and rescue skid units and MEDLITE medical skid units are now in service in **all fifty states**, five Canadian provinces and three territories, all branches of the military including in Afghanistan with the U.S. Army, the National Park Service, numerous NASCAR tracks and sporting complexes, and in several countries worldwide. **Kimtek Transport skid units are made in the USA.**

Kimtek Corporation was founded in 1984 as a research and development company dedicated to advances in life safety technology in the fire sciences. Kimtek manufactures and markets FIRELITE and MEDLITE Transport skid units for emergency service UTVs and pick-up trucks. For more information, please contact Kimtek at 888-546-8358 or visit the company's website at [www.kimtekresearch.com](http://www.kimtekresearch.com).

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# TOWN OF MALABAR

## COUNCIL MEETING

**AGENDA ITEM NO: 4.b.**  
**Meeting Date: November 7, 2022**

**Prepared By: Lisa Morrell, Special Projects Manager**

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**SUBJECT: Consideration to Award - ITB 22-01 Renovation of Malabar Community Restroom Facility**

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### **BACKGROUND/HISTORY:**

A public solicitation as an Invitation to Bid (ITB) was released on July 25, 2022, as ITB 22-01 Renovation of Malabar Community Restroom Facility, Public Restroom Renovation - Interior Renovation and Exterior Improvement, which sought bids from qualified contractors for the renovation project of an existing structure. The project consists of interior bathroom renovations to include the replacement of existing plumbing fixtures, stall partitions, electrical LED lighting with occupancy sensors, installation of entrance doors, and the replacement of a shingled roof with metal roofing as described in the specification plans. The project purpose is to provide contactless points of sanitary conditions and facility envelope protection.

The ITB process was completed with submissions of bids due on October 24, 2022, after a mandatory pre-bid meeting, a period for clarification with questions for Town response, and staff evaluation. A total of two (2) bids and one (1) statement of no bid was received by the due date.

Epic Development and Construction Corp submitted a statement of no bid, citing unresponsiveness of qualified subcontractors.

E.B. Morris General Contractors submitted a bid subtotaling \$146,572.02.

Dane Contracting, Inc. submitted a bid subtotaling \$86,900

After evaluation the bid submissions, Dane Contracting, Inc. is a qualified contractor and provided the lowest bid and required no deviations from the specifications provided in the ITB. Staff recommends awarding the proposal to Dane Contracting, Inc. as the bid submittal meets the criteria of the response and contains all the required forms as a qualified contractor for the renovation project for the Town.

### **FINANCIAL IMPACT:**

The total award, less the project contingency amount of \$15,000, is \$86,900.

This project bid exceeds the June 20<sup>th</sup> RTCM Allocation of \$50,000, by \$46,900 (525.3020)

Funding is available in the amount of \$26,933.88, as a reallocation from the Document Imaging ARPA Project, for this project in the amount of \$26,900. (525.3020)

Town Council may additionally reallocate \$20,000 towards this project from ARPA Stormwater Infrastructure Projects.

With an approval, the stormwater infrastructure project utilizing ARPA funds, would be reduced to \$309,011. (525.3020)

Use and funding source for the contingency funds totaling \$10,000 is reserved as a future request and approval by Town Council.

Town Staff recommends waiving permit fees for the project with contractor obtaining building permits and inspections, as required.

**ATTACHMENTS:**

ITB 22-01 Bid Tabulation. PDF

ITB Award Recommendation / Intent to Award

ITB 22-01 Renovation of Malabar Community Restroom Facility

Bid Submittal from E.B. Morris General Contractors

Bid Submittal from Dane Contracting, Inc.

Statement of No Bid from Epic Development and Construction Corp

**ACTION OPTIONS:**

Motion to award ITB 22-01, Renovation of Malabar Community Restroom Facility, to Dane Contracting, Inc., located at 2680 Kirby Circle NE, Palm Bay, FL 32905, with a bid subtotal award of \$86,900 with the approval of funding sources and reallocation as provided in the agenda report.

<b>Town of Malabar - BID Tabulation</b> <b>INVITATION TO BID (“ITB”) NO. 22-01</b> <b>RENOVATION OF MALABAR COMMUNITY RESTROOM FACILITY</b> <b>PUBLIC RESTROOM RENOVATION - INTERIOR RENOVATION AND EXTERIOR IMPROVEMENTS</b>			<b>E.B. Morris General Contractors</b> 238 Cana Blvd, Suite 1 Ponte Vedra Beach, FL 32092 (904-998-9281)	<b>Dane Contracting</b> 2680 Kirby Circle, NE Palm Bay, FL 32905 (321-768-1361)
Quantity	Unit of Measure	Description	Total	Total
1	LS	Demolition, Site Preparation	\$12,675.28	\$2,900.00
1	LS	Prep & Paint Ceiling, Walls, Floor Appendix 6 or Submitted Deviation	\$19,594.43	\$6,400.00
1	LS	Metal Roof Replacement – Include Submittal Spec	\$16,467.56	\$13,000.00
1	LS	Plumbing Labor & Materials	\$18,679.00	\$43,000.00
4	EA	Fixtures: Sinks: Appendix 6 or Submitted Deviation	\$37,351.39	Included
4	EA	Fixtures Faucets: Appendix 6 or Submitted Deviation	\$3,335.82	Included
3	EA	Fixtures Toilets: Appendix 6 or Submitted Deviation	\$4,002.98	Included
1	LS	Fixtures Partitions: Appendix 6 or Submitted Deviation	\$15,260.48	\$6,000.00
1	LS	Electrical Labor & Materials	\$2,920.00	\$5,100.00
2	EA	LED Lighting Fixtures & Occupancy Sensors: Include Submittal Spec	\$7,275.07	Included
1	LS	Install Exterior Doors & Hardware Include Submittal Spec	\$9,010.01	\$10,500.00
<b>Subtotal</b>			<b>\$146,572.02</b>	<b>\$86,900.00</b>
1	LS	Town Project Contingency	\$10,000	\$10,000
1	LS	Permit Allowance	\$5,000	\$5,000
<b>Total</b>			<b>\$161,572.02</b>	<b>\$101,900.00</b>

This is a lump sum bid. Use of contingency and allowance are subject to Town approval.

ITB AWARD RECOMMENDATION / INTENT TO AWARD

PROCUREMENT SPECIALIST: Lisa Morrell, Special Projects Manager

DATE: 10/26/22

ITB#: 22-01 ITEM / SERVICE: RENOVATION OF MALABAR COMMUNITY RESTROOM FACILITY

Attached are apparent low bid(s) and a tabulation for subject items/services requisitioned by the department.

RECOMMENDATION:

A. Which vendor is recommended for Award? Dane Contracting, Inc.

Dane Contracting, Inc  
2680 Kirby Circle, NE  
Palm Bay, FL 32905  
(321-768-1361)

B. Does this meet specifications as per the department's request and as advertised? YES  NO

If NO, is the variance considered: MINOR  MAJOR

Explain:

C. Is the recommendation the lowest bid received? YES  NO

D. List the Bids that are low but DO NOT meet specifications and list reasons why each does not meet specifications:  
attach a memorandum of explanation to this form if necessary.

(Attach an additional sheet if further comment or explanation is required.)

SIGNATURE:

  
Town Manager or Designee

Date: 10/26/2022

THIS FORM MUST BE COMPLETED FOR ALL AWARD RECOMMENDATIONS OF \$25,000 AND ABOVE.

Over \$25,000 YES  NO



# TOWN OF MALABAR, FLORIDA



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## RENOVATION OF MALABAR COMMUNITY RESTROOM FACILITY

### PUBLIC RESTROOM RENOVATION - INTERIOR RENOVATION AND EXTERIOR IMPROVEMENTS

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## TOWN INVITATION TO BID (“ITB”) NO. 22-01

Prepared by:

Town of Malabar, Florida  
2725 Malabar Road  
Malabar, Florida 32950

#### ITB 22-01 Key Dates

<b>ITB Prepared</b>	<b>July 12, 2022</b>
<b>Published &amp; Released</b>	<b>July 25, 2022</b>
<b>Mandatory Pre-Bid</b>	<b>August 24, 2022, at 10:00 am</b>
<b>Deadline for Clarification and or Questions</b>	<b>September 16, 2022 at 5:00 pm</b>
<b>ITB Due</b>	<b>October 3, 2022 at 10:00 am</b>
<b>ITB Opening</b>	<b>October 3, 2022 at 10:30 am</b>

**TOWN OF MALABAR, FLORIDA**

**INVITATION TO BID (“ITB”) FOR  
MALABAR COMMUNITY RESTROOM FACILITY -  
INTERIOR RENOVATION AND EXTERIOR IMPROVEMENTS**

**Town’s Invitation to Bid (“ITB”) No. 22-01**

**NOTICE TO BIDDERS**

NOTICE IS GIVEN that the Town of Malabar, Florida (the “Town” or “Owner”) will be accepting sealed Bids for the following work as specified:

**INVITATION TO BID (ITB) NUMBER: 22-01  
MALABAR COMMUNITY RESTROOM FACILITY –  
INTERIOR RENOVATION AND EXTERIOR IMPROVEMENTS**

The Town will accept sealed bids until **10:00 a.m. on Monday, October 3, 2022**, and will open such proposals at 10:30 a.m. in Council Chambers, Town Hall, 2725 Malabar Road, Malabar, Florida 32950. ***Proposals received after 10:00 a.m. EST will not be considered and will be returned to the proposer unopened.***

**Project Documents**

Documents may be obtained from [www.demandstar.com](http://www.demandstar.com), or from the Town Website at [www.townofmalabar.org](http://www.townofmalabar.org).

**Mandatory Pre-Bid Conference**

A **MANDATORY Pre-Bid meeting** will be held on Wednesday, August 24, 2022, at 10:00 A.M. at Town of Malabar, Florida, Town Hall, in the Council Chambers, located at 2725 Malabar Road, Malabar, Florida 32950. All Bidders and interested persons are required to attend the meeting, which will outline the Project as described in the bid, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Bid and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the Town website, [www.townofmalabar.org](http://www.townofmalabar.org), and [www.demandstar.com](http://www.demandstar.com), for all interested persons identified by the Owner as having received the Bid Documents. The Bidder is required to check the site to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. **Bidders must allow sufficient time to insure arrival prior to the stated time for the pre-bid meeting. Bids from those who have failed to attend will not be opened. Bidders arriving past the indicated time will not be eligible to submit a Bid.**

## **BID DOCUMENTS**

The envelope containing the bid must be sealed, addressed and be clearly marked:, Town Clerk, Town of Malabar, Town's Invitation to Bid ("ITB") No. 22-01 "**Malabar Community Restroom Facility - Interior Renovation And Exterior Improvements**", **Town ITB No. 22-01**, 2725 Malabar Road, Malabar, FL 32950.

All bid prices shall be guaranteed firm for a minimum of ninety (90) calendar days after the submission of the bid. No bidder may withdraw a bid within ninety(90) calendar days after the bid opening date.

Bids will be publicly opened and read aloud at 10:30 A. M., on the bid due date referenced above, at Town of Malabar Town Hall, Council Chambers, 2725 Malabar Road, Malabar, Florida 32950, in the presence of the Town Clerk or designee on the above stated date. Award of the bid will be made at a subsequent Town Council meeting.

All bidders are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town bids.

Bidders shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

The Town Council of the Town of Malabar reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the Town, as Owner.

Lisa Morrell, Special Projects Manager

TOWN OF MALABAR, FLORIDA

Published on: Tuesday, August 2, 2022

**INVITATION TO BID (ITB) NUMBER: 22-01  
MALABAR COMMUNITY RESTROOM FACILITY –  
INTERIOR RENOVATION AND EXTERIOR IMPROVEMENTS**

**LIST OF DRAWINGS**

Appendix No.1	Original Building Plans
Appendix. 2	Structure & Dimensions
Appendix. 3	Overall Existing Interior
Appendix. 4	Scope & Schedule Men's Room
Appendix. 5	Scope & Schedule Women's Room
Appendix. 6	(Preferred) Manufactured Submittals

**SECTION 1.0**  
**INTRODUCTION AND SCOPE OF SERVICES**

**1.1 SCOPE**

**1.1.1** The Town of Malabar, Florida (the "Town"), is actively seeking bids from qualified contractors (the "Contractor"), for the renovation project of an existing structure. The project consists of interior bathroom renovation and exterior envelope such as replacement of existing plumbing fixtures (toilets, sinks, faucets), stall partitions, replacement of electrical lighting with occupancy sensors, installation of entrance doors, replacement of shingled roof with metal roofing as described in the plans for the purpose of contactless points of sanitary conditions and facility envelope protection.

**1.1.2** By submitting a bid, the Bidder acknowledges that he, she, or it is familiar with the scope of services prior to submitting a bid. Failure of a Bidder to be familiar with the service requirements of the Project Work does not relieve the Contractor of the responsibility for completion of all required services for the Project.

**1.1.3** It shall also be the Bidder's responsibility to visit the proposed Project site to become thoroughly familiar with the nature and extent of the Work to be performed and all local existing site conditions, and to make his or her own estimate of the facilities and difficulties attending the execution of the Work; no allowance shall be made by the Owner for the Bidder's failure to do so.

**1.1.4** Bids will be considered if submitted by qualified Contractors who or which have experience, including similar previous work in the provision of the requested services. Contractors offering full service will receive the highest consideration.

**1.1.5** The Bidder shall submit its proposal in accordance with the content and format requirements set forth in this ITB. The Bid shall be bound and written on 8 1/2" x 11" paper and the proposal text shall utilize a minimum 11-point font size. The Bidder shall provide one (1) original and four (4) hard copies of the proposal and one (1) electronic version on CD or USB drive in Adobe PDF format. In the event of a conflict or discrepancy, the proposal hard copy marked "Original" will be considered the official submittal.

1. Letter of Transmittal;
2. Anticipated time line to begin delivery of services;
3. A breakdown of the costs is shown in the Bid Form (Exhibit B);
4. Résumés of key personnel who will actually be assigned to the Project Work and a description of the role of each person within the company.
5. **NOTE:** The Town expects those personnel listed to be those who will be actually performing the Project Work. **Substitutions (Contractors only) will be permitted only upon written approval of the Town's representative or designee who is in charge of the Project.**
6. A list of five (5) similar projects performed in Central Florida (the form to be used is included as Exhibit "A" (Bidder Qualifications); it is made a

part of and is incorporated into the ITB by this reference). It includes the following information:

- a. Name of each entity for which the work was performed;
  - b. Brief description of the scope of work;
  - c. Amount of initial agreement award; and
  - d. Name of contact person and contact information with the entity who can knowledgeably discuss your company's performance;
7. Indication that the Contractor can provide increased levels of service (additional hours) at the same cost per hour; and
  8. Any other information that the Contractor feels is relevant to assist the Town in evaluating its qualifications.

## **SECTION 2.0** **NO BIDS**

If you do not intend to bid, please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason. Failure to bid prior to the date and time scheduled for the bid opening may result in the Bidder being deleted from the Town's bidders' registration list for the services requested in the Invitation to Bid.

## **SECTION 3.0** **CAUSES FOR REJECTION OF A BID**

**3.1** No bid will be considered or accepted that, in the opinion of the Town, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. However, the Town shall be under no obligation to investigate the correctness of any bid, and the Bidder by signing the bid shall be deemed to have verified that no errors appear in the bid as submitted. Any alterations, erasures, interlineations, or failures of a bid to contain all items called for in the ITB may result in rejection of the bid.

**3.2** If any Bidder violates any provision in the ITB, such Bidder may be disqualified from performing the Project Work, or from furnishing the requested services for which the bid was submitted, and the Bidder may be further disqualified from bidding on any future bids for Project work, for goods, or for services for the Town.

**3.3** The Bidder shall complete the "**Bid Form**", which is attached as Exhibit "B"; it is made a part of and is incorporated into the ITB by this reference.

**SECTION 4.0**  
**INTERPRETATION AND CLARIFICATION OF BIDDING DOCUMENTS**

**4.1** All questions requiring interpretation or clarification of the bidding documents shall be made in writing and shall be delivered to the Town (and its Consultant, if applicable) at least ten (10) business days prior to the date for the receipt of Bids. No questions shall be answered during the five (5) business days prior to the date of the opening of the Bids.

**4.2** Questions regarding the Notice to Bidders, Advertisement of the Invitation to Bid, Instructions to Bidders, Bid Form, Bid Security, Bidder Qualification, Bonds, Insurance, and General and Supplemental Conditions including drawings shall be directed in writing via email to Lisa Morrell, Special Projects Manager at [lmorrell@townofmalabar.org](mailto:lmorrell@townofmalabar.org). Any modification or interpretation of the bidding documents lies within the sole and exclusive judgment of the Town or its Consultant, and shall be made in writing in the form of an Addendum or Addenda and provided to all those who or which are recorded and listed by the Town as having obtained a copy of the ITB.

**4.3** Interpretations or modifications of the bidding documents made in any manner other than Addendum or Addenda issued by the Town shall not be binding and shall have no effect.

**4.4** The Bidder, prior to submitting its bid, shall ascertain that it has received any Addendum or Addenda issued by the Town for this Project, and that it shall be acknowledged by an authorized representative.

**4.5** Costs for those matters not questioned and not addressed in an Addendum or Addenda, shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the submitted Bid.

**4.6** Bidders shall use the Bid Document Forms furnished in the ITB and **MUST** return one (1) original and four (4) copies and one (1) CD or digital format of the Exhibits labeled as part of the submitted bid. **However, Exhibits “C”, “D”, “G” and “P” do not need to be returned with the bid and are included in this ITB for informational purposes and only pertain to the successful Bidder.** Below is a list of each Exhibit found in the ITB.

EXHIBIT “A”	BIDDER QUALIFICATION	EXHIBIT “I”	INDEPENDENCE AFFIDAVIT
EXHIBIT “B”	BID FORM	EXHIBIT “J”	REFERENCES
EXHIBIT “C”	PERFORMANCE BOND	EXHIBIT “K”	BID BOND
EXHIBIT “D”	PAYMENT BOND	EXHIBIT “L”	ACKNOWLEDGEMENT OF ADDENDA
EXHIBIT “E”	BIDDER’S QUESTIONNAIRE	EXHIBIT “M”	CERTIFICATION TO ACCURACY OF BID
EXHIBIT “F”	PUBLIC ENTITY CRIMES FORM	EXHIBIT “N”	FLORIDA TRENCH SAFETY ACT
EXHIBIT “G”	PREVAILING WAGE ORDINANCE	EXHIBIT “O”	DRUG FREE WORK PLACE
EXHIBIT “H”	NON-COLLUSION AFFIDAVIT	EXHIBIT “P”	AGREEMENT

**4.7** Bid Base Amounts shall be furnished in both words and numerals, and in

case of a discrepancy between the two, the amount written in words shall govern.

**4.8** In the event of a mathematical error in the extension of any unit price, or addition of total price, the unit price shall prevail.

**4.9** Bidders who are responding to the Invitation to Bid (“ITB”) **MUST** comply with all of the **INSURANCE REQUIREMENTS** specified in Section 29.0 (“Insurance Requirements”) of the Bid Documents and the Agreement upon award to the successful Bidder.

## **SECTION 5.0** **SPECIAL CONDITIONS**

### **5.1 PURPOSE**

**5.1.1** The purpose of the Invitation to Bid is to establish an Agreement between the Town and the Contractor to perform the project work, consisting of interior bathroom renovation and exterior envelope such as replacement of existing plumbing fixtures (toilets, sinks, faucets), stall partitions, replacement of electrical lighting with occupancy sensors, installation of entrance doors, replacement of shingled roof with metal roofing as described in the plans for the purpose of contactless points of sanitary conditions as called for in the Drawing Set within the Project area as required under the terms and conditions proposed by the Town in the ITB, and such terms and conditions shall be agreed upon in writing by both parties. The successful Bidder shall provide a Performance Bond for One Hundred percent (100%) of the agreement price made payable to the Town of Malabar, Florida, within fourteen (14) days of notification of the award of the agreement. A copy of the Performance Bond form is attached as Exhibit “C”; it is made a part of and is incorporated into the ITB by this reference.

### **5.2 DOCUMENTATION**

**5.2.1** Bidder shall submit in its bid the following:

- a. Evidence that the Bidder is certified and licensed to perform the required services in the State of Florida. The successful Bidder must be in compliance with all applicable laws and regulations;
- b. A statement stating the number of years the Contractor has been a qualified provider of the requested services; and
- c. A complete Bidder’s Questionnaire form which is attached as Exhibit “E”; it is made a part of and is incorporated into the ITB by this reference.



**SECTION 6.0**  
**PUBLIC ENTITY CRIMES STATEMENT**

**6.1** A person or affiliate who, or which has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime 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 not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F. S. for CATEGORY TWO, which is \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A form to that effect, as mentioned above, must be submitted by the Bidder. A copy of the Sworn Statement on Public Entities Crimes is attached as Exhibit "F"; a copy is made a part of and is incorporated into the ITB by this reference.

**6.2** If the Bidder to whom or to which an award is made fails to enter into an agreement, the award may be annulled and the agreement offered to the next most qualified Bidder or which offered the next lowest, responsive and responsible bid in the opinion of the Town. **THE CONTRACTOR AND ANY SUBCONTRACTOR(S) SHALL NOT COMMENCE WORK ON THE PROJECT UNTIL AN AGREEMENT HAS BEEN FULLY EXECUTED BY BOTH PARTIES.**

**6.3** The Town intends to award an agreement to the lowest, responsive, responsible Bidder for the requested services specified in the ITB, taking into consideration experience, staffing, equipment, materials, references and past performance. The Town reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the Town. In case of disputes in the award of the agreement, the decision of the Town shall be final and binding on both parties.

~~**SECTION 7.0**~~  
~~**BID SECURITY**~~

~~**7.1 — Bid Security:** Simultaneously with the delivery of an executed Bid to the Owner, the Bidder shall furnish to the Owner a Bid Security equal to five percent (5%) of the total amount specified in the Bid, as security for the faithful execution of an Agreement with the Owner in the event of a bid award by the Town Council.~~

~~**7.2** Bid security may be in the form of a cashier's check payable to the Town of Malabar and drawn on a Florida bank, or a Bid Bond (see Exhibit "K") issued by a surety meeting the qualifications stated in these Instructions to Bidders. Bonds shall be submitted on the forms provided by the Owner. Bonds shall be returned subsequent to award of the Agreement by the Town Council and execution by the successful Bidder and the appropriate Town officials. If the Bidder fails to submit the required executed agreement within fourteen (14) calendar days after an award, the Bidder agrees that the~~

Town may retain the bid deposit as the Town's liquidated damages.

~~7.3 — Failure of the successful Bidder to execute an Agreement, to furnish Performance and Payment Bonds when required, and to furnish Certificates of Insurance in the minimum amounts specified in the Bid shall be just cause for the rescission of the agreement award and the retention of the Bid Security deposit by the Owner. Such retention shall be considered not as a penalty, but as liquidation of the claims of the Owner for damages it sustained, which are not otherwise readily ascertainable. Award may then be made to the next ranked Bidder, or all Bids may be rejected.~~

**SECTION 8.0**  
**PRICES TO BE FIRM**

**8.1** The Bidder warrants by virtue of its Bid that the prices, terms and conditions contained in the ITB shall be firm for a period of no less than ninety (90) calendar days from the date of the bid opening.

**8.2** The bid prices shall include all permit fees, royalties, license fees, taxes and other costs arising from the use of the materials and equipment in any way involved in the Project Work, as well as all costs of packaging, transporting and delivery of any materials and equipment to the designated location within the Town, and the site cleanup.

**8.3** The Town may require the addition or deletion of services from the Contractor if the requirements and needs of the Town change, in Town's sole opinion.

**SECTION 9.0**  
**PROTECTION OF PROPERTY**

**9.1** The successful Bidder shall at all times guard against damage or loss to Town property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the Town's consultant in charge of the Project.

**9.2** The Town reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the Town is final.

**SECTION 10.0**  
**TRASH**

Contractor shall be responsible for the daily removal of trash and debris from the Project work site and upon completion of the Project Work.

**SECTION 11.0**  
**INSTRUCTIONS TO BIDDERS**

**11.1 FORM DOCUMENTS**

**11.1.1** The bid and its accompanying statements must be made on the forms provided in the ITB. The forms must be submitted in good order and with all the blanks completed. The bid must be signed by a representative of the Bidder duly authorized to do so, and, in the case the bid is signed by a deputy or subordinate, the principal's written authority to do so must accompany the bid.

**11.1.2** Bidders should not include taxes in prices in the ITB. The Town is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. An exemption certificate will be supplied upon request.

**SECTION 12.0**  
**RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE**

Successful Bidder shall retain records in accordance with applicable local, state and federal law, and Town and Town's agent or authorized representatives shall have access to such records for the purpose of audits, inspections, examinations and evaluations from the effective date of the Agreement through the applicable retention time period.

**SECTION 13.0**  
**NON-COLLUSION STATEMENT**

By submitting a bid, the Bidder affirms that the bid is without previous understanding, agreement, or connection with any person, business, or corporation and that the bid is in all respects fair, and made without collusion or fraud. The Non-Collusion Affidavit form must be executed by the Bidder; a copy of the form is attached as Exhibit "H"; it is made a part of and is incorporated into the ITB by this reference.

**~~SECTION 14.0-~~**  
**~~FLORIDA TRENCH SAFETY ACT~~**

~~The Bidder shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Bidder's cost for compliance with the applicable trench safety standards. A copy of the Florida Trench Safety Act Form is attached as Exhibit "N"; it is made a part of and is incorporated into the ITB by this reference.~~

**SECTION 15.0**  
**APPLICABLE LAWS**

The agreement to be awarded will be subject to the provisions of the Constitution and the laws of the United States, the State of Florida and Town Ordinances of Owner and of Brevard County.

**SECTION 16.0**  
**SPECIAL CONDITIONS**

**16.1** Any and all Special Conditions contained in the ITB that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

**16.2** The Notice of Invitation to Bid, Bidder's Questionnaire, Specifications, Exhibits, Addendum or Addenda, the legal advertisement of the ITB, the bid and any other pertinent documents form a part of the ITB, and ultimately, the agreement; all of the documents are made a part of and are incorporated into the ITB and the awarded agreement.

**SECTION 17.0**  
**MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS**

**Technical specifications for this project are included in the Drawing Set.**

**SECTION 18.0**  
**PUBLIC**  
**RECORDS**

All submissions become the property of the Town and will not be returned to the Bidder. The Town will hold all submissions in confidence unless otherwise required by law. Bidders should be aware the Town is a “public body” as defined in Florida Statutes, Section 119.011(2) and that is subject to Florida Statutes, Section 119.0701(2)(a), and the related provisions of the Florida Public Records Law. **If awarded this project, the following will apply:**

Bidder agrees to keep and maintain public records in Bidder’s possession or control in connection with Bidder’s performance under the agreement. Bidder additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the agreement, and following completion of the agreement until the records are transferred to the Town. Upon request from the Town custodian of public records, Bidder shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the agreement are and shall remain the property of the Town.

Upon completion of the agreement or in the event of termination by either party, any and all public records relating to the agreement in the possession of the Bidder shall be delivered by the Bidder to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Bidder shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of the agreement, the Bidder shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Bidder shall be withheld until all records are received as provided in this ITB.

Bidder’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of the agreement by the Town.

**Pursuant to Section 119.0701(2)(a), Florida Statutes:**

**IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, THE BIDDER MUST CONTACT THE TOWN CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records:  
Mailing Address:**

**TOWN CLERK  
2725 Malabar Road  
Malabar, Florida 32950**

**Telephone number:**

**321-727-7764**

**Email:**

**[townclerk@townofmalabar.org](mailto:townclerk@townofmalabar.org)**



**SECTION 19.0**  
**SUCCESSORS AND ASSIGNS**

The Town and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the agreement. Neither party to the agreement shall assign it or any portion of it, without the advance written consent of the other.

**SECTION 20.0**  
**QUALIFICATION OF BIDDERS**

**20.1** When included in the bidding documents, the Bidder shall complete the Bidders' Qualifications (EXHIBIT "A") attached, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.

**20.2** If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid proposal, indicating current financial resources, liabilities, capital equipment, and financial history performance.

**20.3** A Bidder shall be disqualified and its unopened Bid shall be rejected by the Town for any one or more of the following reasons:

- a. Reason to believe that collusion exists among the Bidders.
- b. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
- c. The Bidder has defaulted on any previous agreement with the Owner within the past ten (10) years or is in arrears on an existing agreement.
- d. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
- e. Untimely bid proposals shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the Town Clerk's office shall determine the timeliness of the Bid.

**20.4** A Bidder may be determined by the Owner to be "non-responsible" once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons:

- a. Determination of a lack of competency as may be revealed by qualification

statements, financial statements, experience records or other information disclosed to Owner by other sources.

- b. The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.
- c. The appearance of an unbalanced Bid Proposal, as determined by the Owner.
- d. If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents.
- e. If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

**20.5** A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:

- a. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Agreement Documents.
- b. If the Bidder fails in any way to abide by any of the provisions of the Agreement Documents.

**20.6** Bidder must have adequate organization, facilities, equipment, tools and personnel to insure prompt and efficient performance of Project Work. Bidder must provide five (5) references, names, addresses, telephone numbers, and years of service which demonstrate that acceptable, reliable and quality service had been provided for past Work. (See Exhibit "J")

## **SECTION 21.0**

### **CONTRACTOR'S RELATION TO THE TOWN**

It is expressly agreed upon and understood that the Contractor will be in all respects an independent Contractor as to the Project Work, and that the Contractor is in no respect an agent or employee of the Town. The agreement will specify the Project Work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor, unless otherwise provided in writing in the agreement. Contractor and its employees are not entitled to any of the benefits that the Town provides for Town employees.

## **SECTION 22.0**

### **EMPLOYEES OF THE CONTRACTOR**

**22.1** Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the ITB. Any person employed to provide

the services who fails, refuses or neglects to obey the instructions of the Town's representative in anything relating to the services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of Town's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any Town or governmental representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the Town to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition.

**22.2** Contractor agrees that it or its officers, if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

### **SECTION 23.0** **AVAILABILITY OF FUNDS**

The obligations of the Town under the awarded agreement will be subject to the availability of funds.

### **SECTION 24.0** **LICENSES, PERMITS AND FEES**

In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the Town before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the work, items or services as part of the agreement are as follows:

- a. Contractor shall have and maintain during the term of the agreement any and all appropriate Town licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the Town's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**
- b. During the performance of the agreement, there may be times when the Contractor will be required to obtain a Town, county or state permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.
- c. Licenses, permits, and fees that may be required by Brevard County, state or federal entities are not included in the above list.

**SECTION 25.0**  
**TERMINATION OF AGREEMENT**

If the successful Bidder fails to provide the services, or shall in any other manner commit a breach of the agreement and fails to remedy the same within five (5) calendar days after written notice from the Town, the Town may terminate the agreement resulting from the ITB without any further notice to the Contractor. Town representatives will review the services periodically to ensure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the Town. If deficiencies are not corrected within five (5) working days, the Town may, at its option, perform the required services and deduct the cost of the services from the agreement cost.

**SECTION 26.0**  
**TERMINATION OF AGREEMENT FOR CONVENIENCE**

The Agreement may be terminated for convenience by Town upon fifteen (15) days' advance written notice to Consultant and the Consultant's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Consultant shall be paid for all acceptable work performed prior to termination and shall not be entitled to any other costs, fees or payments.

**SECTION 27.0**  
**TERMINATION OF AGREEMENT FOR CAUSE**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the agreement, or if the Contractor shall violate any of the provisions of the agreement, the Town may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the agreement, or as to such part or parts of the agreement for which there has been a default, and may hold the Contractor liable for any damages caused to the Town by reason of such default and termination. In the event of such default and termination, any completed services performed by the Contractor under the agreement shall, at the option of the Town become the Town's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Town. The Contractor, however, shall not be relieved of liability to the Town for damages sustained by the Town by reason of any breach of the agreement by the Contractor, and the Town may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due to the Town from the Contractor can be determined.

**SECTION 28.0**  
**INDEMNIFICATION AND HOLD HARMLESS PROVISIONS**

The selected Contractor shall, in addition to any other obligation to indemnify the Town and to the fullest extent permitted by law, protect, defend, indemnify and hold

harmless the Town, including its agents, elected officials, Consultant and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;
- (b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;
- (c) liens, claims, actions made by the Contractor or other party performing the work; and
- (d) claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement or in an attempt to collect monies due or claimed to be due to the Town.

**Indemnification for Construction Agreements.** In the event that the performance of services under this Agreement is deemed to be a “construction agreement” pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply in lieu of Paragraph A, above.

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Agreement Documents.

**SECTION 29.0**  
**INSURANCE REQUIREMENTS**

**29.1** The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Article, and not until such time that the coverages are approved by the Town Manager of the Town. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the subcontractor and all Coverages required of any subcontractor have been obtained and approved by the Town Manager of the Town. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

**The following are requirements that must be met regarding the Bidder's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:**

**29.1.1 "Official" Certificates of Insurance must be delivered to the Town Clerk's office and the Town Manager of the Town. If the "Official" certificates are not delivered before or on the fourteenth (14<sup>th</sup>) Business Day after the issuance by the Town of the "Notice of Apparent Low Bidder", then the Town has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate an agreement with the next lowest responsive and responsible Bidder. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.**

**29.1.2 All Certificates of Insurance must clearly identify the agreement to which they pertain, including a brief description of the subject matter of the agreement.** The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to Town. If this coverage is not provided, then Contractor is responsible for such notice to Town. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the Town in writing.

**29.1.3 Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the Town.** In the event insurance certificates provided to Town indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any

extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.**

**SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE:  
(to be confirmed on or attached to the Official Certificate of Insurance)**

- Annual Aggregate shall apply “Per Job”;
- “The Town of Malabar, Florida” is added as a named “Additional Insured”;
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor’s insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the Town;
- Days’ Notice of Cancellation or modification to Town (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

**29.1.4** The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Town Manager of the Town reviews and approves in writing the insurance limits on each of the policies. The Town must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

**29.1.5 GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products/completed operations, blanket agreement liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

**29.1.6 WORKERS’ COMPENSATION INSURANCE** shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all “statutory employees” of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability limits Part B.

**IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

**SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE:  
(to be confirmed on or attached to the Official Certificate of Insurance)**

- 30 Days' Notice of Cancellation or modification to Town (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation.

**29.1.7 AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

**SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE:  
(to be confirmed on or attached to the Official Certificate of Insurance)**

- "The Town of Malabar" is added as a named "Additional Insured";
- 30 Days' Notice of Cancellation or modification to Town (if not available on the insurance policies, then Contractor has responsibility for notification); and Waiver of Subrogation.



## **SECTION 30.0**

### **SAFETY**

**30.1** The successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

**30.2** Bidder, by submitting a bid, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

**SECTION 31.0**  
**WARRANTY**

The Contractor shall warrant to the Town that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Agreement Documents; that the Work will be free from defects, and that the Work will conform with the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient Town maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the Town's name and for its sole benefit.

**SECTION 32.0**  
**RESPONSIBLE**  
**BIDDER**

No bid will be accepted from, nor will any agreement be awarded to, any person or entity who or which is in arrears to the Town of Malabar upon any debt or agreement, who is in default as surety or otherwise upon any obligation to the Town, who is deemed irresponsible or unreliable by the Town, or who or which has been found guilty or convicted of a Public Entity crime in any federal or state trial court of record.

**SECTION 33.0**  
**QUALIFICATIONS OF BIDDER**

Bidder must have adequate organization, facilities, equipment, tools and personnel to insure prompt and efficient performance of the Project Work. Bidder must provide references, names, addresses, telephone numbers, and years of service which demonstrate that acceptable, reliable and quality service had been provided for past Work. (Exhibit "J" – References)

**SECTION 34.0**  
**CONTRACTOR'S FINANCIAL/EXPERIENCE RECORD**

The Town shall have the right to investigate the financial condition and experience record of the Bidder, and determine to its satisfaction the competency of the Bidder to undertake the requested services in the ITB.

**SECTION 35.0**  
**BILLING PROCEDURE**

All invoices for services must be billed by mailing invoices to:

Finance Department  
Attn: Accounts Payable  
2725 Malabar Road Malabar, Florida 32950

with a copy to:

**SECTION 36.0**  
**BID PROTEST PROCEDURE**

**36.1** After a Notice of Intent to Award an agreement is posted, any actual or prospective Bidder claiming to be aggrieved in connection with the pending award of the Agreement or any element of the process leading to the award of the Agreement may protest to the Town Manager. A protest must be filed by 5:00 PM on the third (3<sup>rd</sup>) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and a Bid Protest Bond are timely received by the Town Manager's Office.

**36.2** A Bid Protest Bond shall accompany the written protest, to compensate Town for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the Town. The deposit shall be in the form of a cashier's check, and shall be the one percent (1%) of the amount of the pending award to the initial successful Bidder or five thousand (\$5,000.00) dollars, whichever is less.

**36.3** The Town Manager is authorized to settle any protest regarding the solicitation or award of a Town contract, any claim arising out of the performance of a Town contract, prior to an appeal to the Town Council, or the commencement of an action in a court of competent.

**36.4** In the event of a timely protest properly filed, the Town Clerk/Treasurer shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the Town Manager or Town Council, as appropriate, makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the Town.

## **SECTION 37.0 LITIGATION**

**37.1** In addition to any other provision of this ITB, the Town may, in its absolute discretion, reject a Bid if the Bidder, or any officer or director of the Bidder submitting the Bid, is or has been engaged directly or indirectly in legal action against the Town, its elected or appointed officers, representatives or employees in relation to any matter.

**37.2** In determining whether or not to reject a Bid under this section, the Town will consider whether the litigation is likely to affect the Bidder's ability to work with the Town, its consultants and representatives and whether the Town's experience with the Bidder indicates that there is a risk that the Town will incur increased staff and legal costs in the administration of the agreement if it is awarded to the Bidder.

**37.3** An agreement with the successful Bidder will include the following:

GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the agreement. The agreement is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL AGREEMENT TERM.**

The law of the State of Florida shall govern the Agreement. The Agreement is not subject to arbitration. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to the Agreement. Venue of any action to enforce this Agreement shall be in Brevard County, Florida.

All claims, counterclaims, disputes and other matters in question between Town and the Agreement or arising out of, relating to or pertaining to the Agreement, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Brevard County, Florida, or the Federal District Court of the Central District of Florida and appropriate appellate courts for such venue and jurisdiction.

If Town or Contractor incurs any expense in enforcing the terms of this Agreement, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

**SECTION 38.0**  
**NEGOTIATION OF AGREEMENT AND AWARD**

**38.1** The Selection Committee, which shall have members appointed by the Town Manager, shall convene at a publicly noticed meeting and collectively discuss and review the proposals. Each member of the Selection Committee shall evaluate and rank each Bid and compute a final ranking. The Selection Committee Chairperson shall tally the final rankings, and announce the final total ranking.

The Selection Committee may, at its discretion, request clarifications or additional information from a Bidder with respect to any Bid and may require presentations from Bidders. The Selection Committee may consider such clarifications or additional information in evaluating a Proposal.

**38.2** If the Town selects one or more Preferred Bidders, then it may:

- (a) Enter into an agreement with the Preferred Bidder(s); or
- (b) Enter into discussions with the Preferred Bidder(s) to clarify any outstanding issues and attempt to finalize the terms of the agreement(s), including financial terms. If discussions are successful, the Town and the Preferred Bidder(s) will finalize the agreement(s); or
- (c) The Town, in its sole discretion, reserves the right to enter into agreement negotiations with the Bidder determined to be the most qualified, responsive, responsible Bidder which submits a Bid that is deemed to be the most advantageous to the Town. If the Town and that Bidder cannot negotiate a successful agreement, the Town may terminate those negotiations and begin negotiations with the next most qualified responsive, responsible Bidder. This process may continue until an agreement acceptable to the Town has been executed or all Bids are rejected. No agreement will be executed without the advance written approval obtained from any applicable funding agency(ies).

**38.3** The Town is under no obligation to accept any Bid submitted. The Town reserves the right in its sole discretion to waive informalities in, or, at any time in the process and to reject any or all Bids at any time.

**38.4** All costs incurred in the preparation and presentation of any Bid shall be wholly absorbed by the Bidder. All supporting documentation and manuals submitted with any Bid will become the property of the Town of Malabar unless otherwise requested by the Bidder at the time of submission.

**38.5** A form of an Agreement anticipated to be used between the Town and Contractor is shown as Exhibit "P".

**SECTION 39.0**  
**GENERAL CONDITIONS**

**39.1 BIDDER EXPENSES**

Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the Town or its representatives and consultants, relating to or arising from this ITB. The Town and its representatives, agents, consultants and advisors shall not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by any Bidder in preparing and submitting a Bid, or participating in negotiations for an agreement, or any other activity related to or arising out of this ITB.

**39.2 NO AGREEMENT**

By submitting a Bid and participating in the process as outlined in this ITB, Bidders expressly agree that no agreement of any kind is formed under or arises from this ITB prior to the complete signing by both parties of a formal written agreement.

**39.3 CONFLICT OF INTEREST**

Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with the Town. If requested by the Town, a Bidder should provide all pertinent information regarding ownership of the entity within forty-eight (48) hours of the Town's request.

**39.4 CONE OF SILENCE:**

**Definitions:** "Cone of Silence," as used in this ITB, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("ITB") or bid, between:

a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and:

a Town Council member, Town's professional staff including, but not limited to, the Town Manager and his or her staff, or any member of the Town's Evaluation Committee.

**Restriction; Notice:** A Cone of Silence shall be imposed upon this ITB upon the advertisement of the ITB. At the time of imposition of the Cone of Silence, the Town Manager or his designee shall provide for public notice of the Cone of Silence by posting a notice at the Town Hall. The Town Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the Town Clerk, with a copy to each Town Council Member, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

**Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the Town Council meeting (whether a regular or special meeting) at which the Town Manager makes his or her written recommendation of award to the Town Council. However, if the Town Council refers the Town Manager's recommendation back to the Town Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Town Manager makes a subsequent written recommendation.

**Exceptions to Applicability:** The provisions of this section shall not

apply to: Oral communications at pre-bid conferences;

Oral presentations before the Evaluation Committee;

Public presentations made to the Town Council members during any duly noticed public meeting;

Communications in writing at any time with any Town employee, unless specifically prohibited by the ITB. The Proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;

Communications regarding the ITB between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's Procurement and Contract Services Agent or Town employee designated as responsible for administering the procurement process for the ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

Communications with the Town Attorney and his staff;

Duly noticed site visits to determine the competency of a Proposer regarding the ITB during the time period between the opening of Proposals and the time the Town Manager makes his written recommendation;

Any emergency procurement of goods or services pursuant to Town Code;

Responses to the Town's request for clarification or additional information; Contract negotiations during any duly noticed public meeting;

Communications to enable Town staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his staff are in writing or are made at a duly noticed public meeting.

Contract negotiations between Town staff and individuals or representatives of entities that have proposed to enter into a public-private partnership with the town in accordance with F.S. § 255.065, as amended from time to time.

**Penalties:** Violation of this section by a particular Proposer shall render any ITB award or contract to the Proposer voidable by the Town Council or Town Manager. Any person who violates a provision of this section may be prohibited from serving on a Town selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a Town employee may subject the employee to disciplinary action.

Please contact the Town Attorney for any questions concerning "Cone of Silence" compliance.



**EXHIBIT "A"**  
**BIDDER QUALIFICATIONS**  
**ITB NO. 22-01**

The Bidder, as a result of this Bid, MUST hold a county or municipal business tax receipt in its area of its fixed business location. The following information MUST be completed and submitted with the Bid to be considered:

1. Legal Name and Address:

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

Address: \_\_\_\_\_

Town, State, Zip: \_\_\_\_\_ Telephone/Fax: \_\_\_\_\_

2. Specify type of entity Check One: Corporation ( ) Partnership ( )

Individual ( ) Other ( ) \_\_\_\_\_

SPECIFY

3. If Corporation, state:

Date of Incorporation: \_\_\_\_\_ State in which Incorporated: \_\_\_\_\_

4. If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State:

5. Name and Title of Principal Officers

Date Elected:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. The length of time in business: \_\_\_\_\_ years

7. The length of time (continuous) in business in Florida:

\_\_\_\_\_ years

8. Provide a list of at least five (5) commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the Town of Malabar specifications, within the last five (5) years (see attached).

9. A copy of a county or municipal Business Tax Receipt.

SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

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**Project Title**

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Address

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Owner

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Owner's Telephone Number

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Agreement Value

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Percent Complete      Completion Date

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**Project Title**

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Address

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Owner

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Owner's Telephone Number

---

Agreement Value

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Percent Complete      Completion Date

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**Project Title**

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Address

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Owner

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Owner's Telephone Number

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Agreement Value

---

Percent Complete      Completion Date

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**Project Title**

---

Address

---

Owner

---

Owner's Telephone Number

---

Agreement Value

---

Percent Complete      Completion Date

10.	Have you ever failed to complete any work awarded to you?	Yes	No
11.	Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?	Yes	No
12.	Within the last five years, have you ever had a performance, payment or bid bond called?	Yes	No
13.	Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the Town?	Yes	No
14.	Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?	Yes	No
15.	Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000.00?	Yes	No
16.	Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?	Yes	No
17.	Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted, fined or both for any criminal activity within the last five years?	Yes	No
18.	Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or any inspector general office?	Yes	No
19.	Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?	Yes	No
20.	Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.	Yes	No
21.	Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest	Yes	No
<b>If yes is circled for questions 10-21, please attach a separate sheet of explanation.</b>			

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the Town of Malabar and will be a factor considered in awarding any resulting agreement. The purpose is to insure that the successful Bidders in the sole opinion of the Town of Malabar can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject agreement

**END OF BIDDER QUALIFICATIONS**

**EXHIBIT "B"**

**BID FORM**

<b>Quantity</b>	<b>Unit of Measure</b>	<b>Description</b>	<b>Total</b>
1	LS	Demolition, Site Preparation	
1	LS	Prep & Paint Ceiling, Walls, Floor Appendix 6 or Submitted Deviation	
1	LS	Metal Roof Replacement – Include Submittal Spec	
1	LS	Plumbing Labor & Materials	
4	EA	Fixtures: Sinks: Appendix 6 or Submitted Deviation	
4	EA	Fixtures Faucets: Appendix 6 or Submitted Deviation	
3	EA	Fixtures Toilets: Appendix 6 or Submitted Deviation	
1	LS	Fixtures Partitions: Appendix 6 or Submitted Deviation	
1	LS	Electrical Labor & Materials	
2	EA	LED Lighting Fixtures & Occupancy Sensors: Include Submittal Spec	
1	LS	Install Exterior Doors & Hardware Include Submittal Spec	
1	LS	Town Project Contingency	\$10,000
1	LS	Permit Allowance	\$5,000
<b>Total</b>			

**This is a lump sum bid. Use of contingency and allowance are subject to Town approval.**

**END OF BID FORM**

**EXHIBIT "C"**  
**PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner, or any other party shall be considered plural where applicable.

**CONTRACTOR** (name and address):

**SURETY** (name and principal place of business):

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**OWNER:**

Town of Malabar, Florida  
2725 Malabar Road Malabar,  
Florida 32950

**CONSTRUCTION AGREEMENT**

Date:

Amount

: Date:

Amount

:

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Project Name:

**"MALABAR COMMUNITY  
RESTROOM FACILITY - INTERIOR  
RENOVATION AND EXTERIOR  
IMPROVEMENTS"**

**Town Bid No. 22-01**

**BOND**

Date (not earlier than  
Construction  
Agreement Date):

Amount:

Modifications to this Bond:

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None \_\_\_\_\_ See Page(s) \_\_\_\_\_

**CONTRACTOR AS PRINCIPAL**  
(Corporate Seal)

**SURETY**  
(Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(Any additional signatures please include at the end of page 5)

**FLORIDA RESIDENT AGENT**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone:

\_\_\_\_\_  
Facsimile:

**1. DEFINITIONS**

- (A) **Balance of the Agreement Price:** The total amount payable by the Owner to the Contractor under the Construction Agreement after all proper adjustments have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Agreement.
- (B) **Construction Agreement:** The agreement between the Owner and the Contractor identified on the signature page, including all Agreement Documents and changes to them.
- (C) **Contractor Default:** Failure of the Contractor, which failure has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Agreement.
- (D) **Owner Default:** Failure of the Owner, which failure has neither been remedied nor waived, to pay the Contractor as required by the Construction Agreement or to perform and complete or comply with the other terms of it.

2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Agreement, which is incorporated into this document by this reference.
3. If the Contractor performs the Construction Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences.
4. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - (A) The Owner has notified the Contractor and the Surety at its address described in paragraph ten (10) below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) calendar days after receipt of such notice to discuss methods of performing the Construction Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Agreement, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
  - (B) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty (20) calendar days after the Contractor and the Surety have received; and
  - (C) The Owner has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Construction Agreement or to a Contractor selected to perform the Construction Agreement in accordance with the terms of the Agreement with the Owner.
5. When the Owner has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - (A) Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Agreement; or
  - (B) Undertake to perform and complete the Construction Agreement itself, through its agents or through independent Contractors; or
  - (C) Obtain bids or negotiated proposals from qualified Contractors acceptable to the Owner for an Agreement for performance and completion of the Construction Agreement, arrange for an Agreement to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Construction Agreement, and pay to the Owner the amount of damages as described in paragraph six (6) in excess of the Balance of the Agreement Price incurred by the Owner resulting from the Contractor's default; or

- (D) Waive its right to perform and complete, arrange for completion, or obtain a new Contractor acceptable to the Owner and with reasonable promptness under the circumstances:
1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
  2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
6. If the Surety does not proceed as provided in paragraph four (4) with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. After the Owner has terminated the Contractor's right to complete the Construction Agreement, and if the Surety elects to act, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Agreement. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Agreement Price to mitigation of costs and damages on the Construction Agreement, the Surety is obligated without duplication for:
- (A) The responsibilities of the Contractor for correction of defective work and completion of the Construction Agreement;
  - (B) Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - (C) Liquidated damages, or if no liquidated damages are specified in the Construction Agreement, actual damages caused by delayed performance  
or non-performance of the Contractor.
8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.



9. The Surety waives notice of any change, including changes of time, to the Construction Agreement or to related subcontracts, purchase orders and other obligations.
10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two (2) years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the first page of this document.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with such statutory or legal requirement shall be deemed deleted from this document and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into it. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

**CONTRACTOR AS PRINCIPAL**  
(Corporate Seal)

**SURETY**  
(Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_, 20\_\_

**END OF PERFORMANCE BOND**

**EXHIBIT "D"**  
**PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner or any other party shall be considered plural where applicable.

**CONTRACTOR** (name and address):

**SURETY** (name and principal place of business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER:**

Town of Malabar, Florida  
2725 Malabar Road Malabar,  
Florida 32950

**CONSTRUCTION AGREEMENT**

Project: **"MALABAR COMMUNITY RESTROOM FACILITY - INTERIOR RENOVATION AND EXTERIOR IMPROVEMENTS"**

Town's Bid No.: **22-01**

Date: \_\_\_\_\_ Amount: \_\_\_\_\_

The work shall generally consist of: interior bathroom renovation and exterior enhancements such as outdoor showers as described in the plans.

**BOND**

Date (not earlier than  
Construction  
Agreement  
Date): \_\_\_\_\_  
Amount: \_\_\_\_\_

Modifications to this Bond: None \_\_\_\_\_ See Page(s) \_\_\_\_\_

**CONTRACTOR AS PRINCIPAL**  
(Corporate Seal)

**SURETY**  
(Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(Any additional signatures please include at the end of page 5)

**FLORIDA RESIDENT AGENT**

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Facsimile

**1. DEFINITIONS**

- (A) **Claimant:** An individual or entity having a direct Agreement with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Agreement. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Agreement, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- (B) **Construction Agreement:** The agreement between the Owner and the Contractor identified on the signature page, including all Agreement Documents and changes to it.
- (C) **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Agreement or to perform and complete or comply with the other terms of the Agreement.

2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Agreement, which is incorporated into this document by this reference.
3. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - (A) Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - (B) Defends, indemnifies and holds harmless the Owner, its elected officials, employees, agents and Consultant from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Work, pursuant to the Construction Agreement, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
4. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
5. The Surety shall have no obligation to Claimants under this Bond until:
  - (A) Claimants who are employed by or have a direct Agreement with the Contractor have given notice to the Surety (at the address described in paragraph 13) and sent a copy of the notice to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - (B) Claimants who do not have a direct Agreement with the Contractor:
    1. Have furnished written notice to the Contractor and sent a copy, or notice of it, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice of it, to the Owner, stating that a claim is being made

under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

6. If a notice required by paragraph four (4) is given by the Owner to the Contractor, or to the Surety, that is sufficient compliance.
7. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and, at the Surety's expense, take the following actions:
  - (A) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - (B) Pay or arrange for payment of any undisputed amounts.
8. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Contractor under the Construction Agreement shall be used for the performance of the Construction Agreement and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Agreement are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Agreement. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
11. The Surety waives notice of any change, including changes of time, to the Construction Agreement or to related subagreements, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work, part of the work is located, or after the expiration of one (1) year from the date: 1) on which the Claimant gave the required notice; or 2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Agreement, whichever of one (1) or two (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the

Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

- 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with the statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into this Bond. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**  
(Corporate Seal)

**SURETY**  
(Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_, 20\_\_

**END OF PAYMENT BOND**

**EXHIBIT "E"**  
**BIDDER'S QUESTIONNAIRE**

**ITB No. 22-01**

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? \_\_\_\_\_
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Brevard, Indian River or Volusia Counties, for which you are now, or have within the past five (5) years, provided services similar to that called for in the Invitation to Bid.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Have you personally completed a plan for performance of the work?  
\_\_\_\_\_
5. Have you ever failed to complete work awarded to you? If so, when, where and why?  
\_\_\_\_\_  
\_\_\_\_\_
6. What equipment do you own that is available for work?  
\_\_\_\_\_  
\_\_\_\_\_
7. Has your company ever been debarred or held in default in Brevard, Indian River or Volusia Counties or elsewhere by any other governmental entity? \_\_\_\_\_
8. How many employees (Contractors only) will be assigned to perform the services? \_\_\_\_\_

9. How many supervisors will be assigned to perform the services? \_\_\_\_\_
10. Will personnel be part of a regular crew assigned to perform the services? Yes \_\_\_ No \_\_\_\_\_
11. Will you be able to provide service for emergency situations? Yes \_\_\_\_\_  
No \_\_\_\_\_ If so, how much notice is required? \_\_\_\_\_
12. What equipment do you own that is available to complete the Project?
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Please attach copies of any licenses, awards, certificates, etc., that you may have.

**END OF BIDDER'S QUESTIONNAIRE**



**EXHIBIT "F"**

**Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes**

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to Bid No. 18-xxx.

2. This sworn statement is submitted by: \_\_\_\_\_  
(name of entity submitting sworn statement)

its business address is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Federal Identification Number  
(FEIN) is: \_\_\_\_\_  
(if applicable)

Social Security Number: \_\_\_\_\_  
(if the entity has no FEIN, include the Social Security  
Number of the individual signing this sworn statement)

3. My name is: \_\_\_\_\_  
(PRINT NAME of individual signing this document)

and my relationship to the entity is: \_\_\_\_\_  
(President, General Partner, etc. as applicable)

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

5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
  - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima- facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on agreements let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

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

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

(Please now indicate which additional statement below applies):

\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

\_\_\_ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

\_\_\_\_\_  
**SIGNATURE** (of person whose name first appears above)

\_\_\_\_\_  
Date

STATE OF FLORIDA )

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

Sworn to and subscribed before me on \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation/partnership, on behalf of the corporation/partnership who (check one) [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

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

\_\_\_\_\_  
**PRINTED** Name of Notary

My Council expires:

EXHIBIT "G" PREVAILING

WAGE ORDINANCE

The following Ordinance is applicable to the Agreement:

TOWN OF MALABAR PREVAILING WAGES ORDINANCE, SECTION  
8-141, TOWN CODE OF ORDINANCES

Sec. 8-141. Rate of wages, fringe benefits on town construction agreements.

(a) — **Establishment of minimum wages.** Every construction agreement in excess of Fifty Thousand Dollars (\$50,000.00) to which Malabar is a party shall include a provision that the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices and similar jobs (i.e., non-office), listed by the department of labor, employment standards administration, wage and hour division and employed by any Contractor or subContractor on the work covered by the agreement shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the general wage determinations issued under the Davis-Bacon and Related Acts, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, for Brevard County, Florida.

(b) — **Implementation of the department of labor general wage determinations.** The prevailing wage rate and fringe benefit payments to be used in the implementation of this section shall be those last published by the U.S. Department of Labor as noticed in the federal register and reported in the general wage determinations issued under the Davis-Bacon and Related Acts prior to the date of issuance of specifications by Malabar in connection with its invitation for bids.

(c) — **Notice requirement.** On the date an employee commences work on a construction agreement to which this section applies, the Contractor shall be required to post a notice in a prominent place at the work site stating the requirements of this section.

(d) — **Preemption by federal funding.** When construction agreements involve federal funding or are otherwise subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276(a)), this section shall not apply; and the minimum wages to be paid the various classes of laborers, mechanics and apprentices shall be based upon the wages determined by the secretary of labor in accordance with the Davis-Bacon Act (40 U.S.C. 276(a)).

(e) — **Exceptions.** The provisions of this section shall not apply to any existing agreement or construction project in which a notice for bids or Invitation to Bid has been advertised in the public media prior to the effective date of this section or to any developer agreement whereby Malabar is requiring the construction of certain improvements including, but not limited to, road construction, as condition of the issuance of a development permit or to any construction project performed by Malabar utilizing its own employees.

(Ord. No. 23-98, § 1, 12-8-98)

**EXHIBIT "H"**

**NON-COLLUSION AFFIDAVIT**

The undersigned Bidder has not divulged to, discussed, or compared his/her/its Bid with any other Bidders and has not colluded with any other Bidder or parties to the Bid whatsoever.

**Name of Town Project:**

**"Public Restroom Renovation – Interior Renovation and Exterior Improvements"**

**Town's Invitation to Bid No.: 22-01**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
**SIGNATURE** of Bidder or Authorized  
Authorized Agent of Bidder

\_\_\_\_\_  
**PRINT** Name of Bidder or  
Agent of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_, 2022.

\_\_\_\_\_  
Date

STATE OF FLORIDA)

) ss:

COUNTY OF

Sworn to and subscribed before me on \_\_\_\_\_, 2022, by  
\_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ corporation/partnership, on  
behalf of the corporation/partnership, who [ ] is personally known to me or [ ] has produced  
\_\_\_\_\_, as identification.

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

\_\_\_\_\_  
**PRINTED** Name of Notary

My Council expires:

**EXHIBIT "I"**  
**ITB NO. 22-01**

**INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

I am \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;

I certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the Town (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, Contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current agreement with the Town.**

Except as set forth below, I certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the Town written notice of any other relationships (as defined above) that I enter into with the Town, its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

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**EXHIBIT "I"**

**INDEPENDENCE AFFIDAVIT  
(continued)**

\_\_\_\_\_  
Signature (Blue ink only)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Sworn to and subscribed before me on\_\_\_\_\_, 20\_\_\_, by\_\_\_\_\_who  
(check one) [ ] is personally known to me or [ ] has produced\_\_\_\_\_, as  
identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
**PRINT** Name of Notary Public

My Council expires:



**EXHIBIT "J"**

**ITB NO. 22-01**

**REFERENCES**

Bidder shall provide a minimum of five (5) references.

Name of company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Principal contact person(s): \_\_\_\_\_

\_\_\_\_\_

Year agreement initiated and terminated: \_\_\_\_\_

Name of company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Principal contact person(s): \_\_\_\_\_

\_\_\_\_\_

Year agreement initiated and terminated: \_\_\_\_\_

Name of company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Principal contact person(s): \_\_\_\_\_

Year agreement initiated and terminated: \_\_\_\_\_

Name of company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Principal contact person(s): \_\_\_\_\_

\_\_\_\_\_

Year agreement initiated and terminated: \_\_\_\_\_

Name of company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Principal contact person(s): \_\_\_\_\_

\_\_\_\_\_

Year agreement initiated and terminated: \_\_\_\_\_

**EXHIBIT "K"**  
**BID BOND**

**BIDDER** \_\_\_\_\_ **SURETY**

Name \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

**FLORIDA RESIDENT AGENT** \_\_\_\_\_ **OWNER**

\_\_\_\_\_  
Name \_\_\_\_\_ Town of Malabar, Florida  
\_\_\_\_\_  
2725 Malabar Road  
\_\_\_\_\_  
Address \_\_\_\_\_ Malabar, Florida 32950  
6800 Telephone: (954) 924-

Facsimile: (954) 921-2604

Phone \_\_\_\_\_ Fax \_\_\_\_\_

**PROJECT:** ~~“MALABAR COMMUNITY RESTROOM FACILITY - INTERIOR  
RENOVATION AND EXTERIOR IMPROVEMENTS”, Town ITB No, 22-01~~

\_\_\_\_\_ \$ \_\_\_\_\_  
**Bid Due Date**      **Bond Number**      **Bond Date**      **Penal Sum**

IN WITNESS OF THE FOREGOING, Surety and Bidder, intending to be legally bound, subject to the terms included in this section, do each cause this Bid Bond to be duly executed on its behalf by its respective, authorized officer, agent, or representative.

**IDENTITY OF BIDDER** \_\_\_\_\_

**IDENTITY OF SURETY**  
**(Attach Power of Attorney)**

\_\_\_\_\_  
Corporate Name and Seal  
(or other Full Legal Name)

\_\_\_\_\_  
Corporate Name and Seal  
(or other Full Legal Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

The above addresses shall be used for giving of required notices. Any singular reference to Bidder, Surety, Florida Resident Agent, Owner or other party shall be considered a plural where applicable.

1. ~~Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Town upon default of Bidder, the penal sum set forth on the face of this Bond. In no event shall Bidder's and Surety's obligation exceed the penal sum set forth on the face of this Bond.~~
2. ~~Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid and Agreement Documents (or any extension of time agreed to in writing by Town) a fully executed Agreement, Insurance Agent Statement, all certificates of insurance, and any Performance and Payment Bonds.~~
3. ~~This obligation shall be null and void if:
  - 3.1 ~~Town accepts Bidder's bid and Bidder delivers within the time required by the bidding and agreement documents (or any extension of time agreed to in writing by Town) the executed Agreement, the Insurance Agent Statement, and the Performance and Payment Bonds, or~~
  - 3.2 ~~All bids are rejected by Town, or~~
  - 3.3 ~~Town fails to issue a Notice of Award to Bidder within the time specified in the ITB documents (or any extension of time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph five (5) below).~~~~
4. ~~Payment under the Bid Security Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder, and Surety of written notice of default from Town's Town Clerk, which notice will be given with reasonable promptness, identifying the Proposal; Security Bond and the Project, including a statement of the amount due.~~
5. ~~Surety waives notice of any and all defenses based on, or arising out of, any time extension to issue a Notice of Award agreed to in writing by Town and Bidder, provided that the total time for issuing the Notice of Award, including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from the ITB due date without Surety's written consent.~~
6. ~~No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph four (4) above is received by Bid and Surety, and in no case later than one (1) year after bid due date.~~
7. ~~Any suit or action under this Bond shall be commenced only in a Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.~~
8. ~~Notices required under this Bid Bond shall be in writing and sent to Bid and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.~~

- ~~9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety.~~
  
- ~~10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included in it as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of such statute shall govern and the remainder of this Bond that is not in conflict shall continue in full force and effect.~~

**EXHIBIT "L"**

**ITB NO. 18-**

**x012**

**ACKNOWLEDGMENT OF ADDENDA**

The Bidder acknowledges the receipt of the following addenda issued by the Town and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

**EXHIBIT "M"**

**ITB NO. 22-01**

**CERTIFICATION TO ACCURACY OF BID**

The Bidder, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such forms, affidavits and documents may result in the Bid being deemed non-responsive and such Bid will not be considered.

By submitting a Bid to do the work, the Bidder certifies that a careful review of the ITB and the Agreement has taken place and that the Bidder is fully informed and understands the requirements of the ITB and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all forms, affidavits and documents submitted in support of such Bid;
- C. All forms, affidavits and documents submitted in support of this Bid and included in this Bid are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

**EXHIBIT "M"**  
**CERTIFICATION TO ACCURACY OF BID**  
**(continued)**

\_\_\_\_\_  
Signature (Blue ink only)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Sworn to and subscribed before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_ who (check one) [ ] is  
personally known to me or [ ] has produced \_\_\_\_\_, as  
identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
**PRINT** Name of Notary Public

My Council expires:



**EXHIBIT "N"**

**ACKNOWLEDGMENT OF CONFORMANCE  
WITH  
FLORIDA TRENCH SAFETY ACT**

To the Town of Malabar, Florida:

\_\_\_\_\_, Contractor, acknowledges and agrees that as Contractor for the Town of Malabar, Florida, which may or will be working within the limits of the Town of Malabar, Florida, it has the sole responsibility for compliance with all requirements of the Florida Trench Safety Act, Section 553.60 *et seq.* Florida Statutes, and it agrees to indemnify and hold harmless the Town of Malabar, Florida, its officials, employees, and its agents against any and all legal liability or loss which the Town of Malabar, Florida may incur due to the Contractor's failure to comply with such Act. **The cost of compliance with all such requirements has been included in the Bid.**

**CONTRACTOR:**

\_\_\_\_\_  
Witness \_\_\_\_\_ Name of Contractor \_\_\_\_\_

\_\_\_\_\_  
**PRINT** Name \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_  
Witness \_\_\_\_\_ **PRINT** Name, Title \_\_\_\_\_

\_\_\_\_\_, 2022

\_\_\_\_\_  
**PRINT** Name \_\_\_\_\_ Date \_\_\_\_\_

(CORPORATE SEAL)

**EXHIBIT "O"**  
**ITB NO. 18-x012**

**DRUG-FREE WORKPLACE CERTIFICATION FORM**

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the TOWN OF MALABAR for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances 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 number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by \_\_\_\_\_ the  
(PRINT Name of Authorized Agent)  
\_\_\_\_\_ of \_\_\_\_\_

(Title)

(Proposer Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**EXHIBIT “P”**

**SAMPLE AGREEMENT BETWEEN**

**OWNER AND CONTRACTOR**

**THIS IS AN AGREEMENT**, entered into on \_\_\_\_\_,  
2022 BETWEEN the Owner: \_\_\_\_\_ Town  
of Malabar, Florida

2725 Malabar Road  
Malabar, Florida 32950

and the Contractor:  
(Name and address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Project is: **“MALABAR COMMUNITY RESTROOM FACILITY -  
INTERIOR RENOVATION AND EXTERIOR  
IMPROVEMENTS”**

Town Bid No.: **22-01**

The Project’s location: **1830 Malabar Road, Malabar, FL 32950**

The Owner and Contractor agree as follows:

**ARTICLE 1.0**  
**THE CONTRACT DOCUMENTS**

**1.1** The Contract Documents consist of this Agreement, any Exhibits to it; Amendments, any Exhibits to any Amendments; other documents referenced or listed in this Agreement; including but not limited to those identified in Section 10.1.8 below, Conditions of the Contract (General, Supplementary, and other Conditions); Drawings; Specifications; Addendum or Addenda issued prior to the execution of this Agreement; modifications issued after execution of this Agreement, all bid documents and Contractor’s response to them. All of the documents form the Agreement, and are as fully a part of the Agreement as if attached to it, or repeated in it. The Contract represents the entire and integrated Agreement between the parties to it and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be changed and are not subject to negotiation.

**ARTICLE 2.0**  
**THE WORK OF THIS CONTRACT**

2.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3.0**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The Date of Commencement is the date from which the Contract Time is measured, and shall be the date set forth in the NOTICE TO PROCEED as issued by the Owner. Should the Contractor incur costs prior to the issuance of the NOTICE TO PROCEED, any such costs shall be incurred at the Contractor's risk, and the Owner shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, Owner may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that Owner terminates this Contract for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the NOTICE TO PROCEED, Owner may terminate the Contract immediately, without providing an opportunity to cure.

3.2 The Contractor shall achieve Substantial Completion not later than One Hundred Twenty (120) calendar days and Final Completion of the entire Work not later than Thirty (30) calendar days, each commencing with the date set forth in the NOTICE TO PROCEED as issued by the Owner, subject to adjustments of this Contract Time as provided in the Contract Documents.

3.3 The parties have agreed that since they are unable to ascertain the amount of damages which would be suffered by Owner as a result of Contractor's failure to timely complete all Work required by the date set forth above, the amount of one-tenth (0.01) of one percent (1%) of the contract value, inclusive of adjustments, per day, but not less than Five Hundred Dollars (\$500.00) per day, which amount has been agreed to by the parties, is considered to be Owner's liquidated damages, and it is not a penalty. It shall be assessed against the Contractor until substantial and final completion, respectively, are achieved.

**ARTICLE 4.0**  
**CONTRACT SUM**

4.1 The Owner shall pay the Contractor, for the Contractor's performance of the Work the Contract Sum of \_\_\_\_\_ (\$ \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the cost agreed upon by the parties, for the satisfactory performance of the Work in accordance with the Contract Documents.

4.3 The value of any construction Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways at the Owner's option:

- a. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved without additional fees.
- b. By mutual acceptance of a lump sum price.

**4.4** Contractor may expend funds only for allowable costs resulting from obligations incurred during the specified Agreement period.

**4.5** Any balance of unobligated funds which have been advanced or paid must be refunded to the Town.

**4.6** Any funds paid in excess of the amount to which the Contractor or sub-contractor is entitled under the terms of the Agreement must be refunded to the Town.

**4.7** Any additional information as required in Section 215.97, Florida Statutes.

## **ARTICLE 5.0** **PROGRESS** **PAYMENTS**

**5.1** Based upon Applications for Payment submitted to the Consultant by the Contractor and Certifications of Payment issued by the Consultant, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below, elsewhere in the Contract Documents and in accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the "Local Government Prompt Payment Act."

**5.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**5.3** Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Consultant may require. This Schedule, unless objected to by the Consultant, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**5.4** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**5.5** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

(A) Payment for services performed may be made on a monthly basis upon approval of the Application for Payment by the designated official of the Owner. The Contract may include phases of performance to be negotiated. There will be separate phases for design responsibilities and for construction responsibilities. Retainage will be withheld on all payments as authorized by

state law until Owner acceptance of the Project and Owner has received evidence of satisfactory completion of the Contract.

(B) Ten percent (10%) of monies earned by the Contractor shall be retained by Owner until Final Completion and acceptance by Owner, except for the following items: General Conditions and self-performed work performed on a cost reimbursement basis, if any. After fifty percent (50%) of the Work has been completed, Contractor may request that the Contract Administrator reduce the retainage to five (5%) percent of all monies previously earned and all monies earned thereafter, and Owner shall grant such request, provided that there are no pending claims by the Owner for delay or otherwise, and provided further that there are no pending third party claims against the Owner as a result of the Work, including claims for non-payment by Contractor's lower-tiered subcontractors and suppliers ("Claims"). At any time thereafter, Contract Administrator may increase retainage back to ten percent (10%) of all monies previously earned and all monies earned thereafter, if in the sole discretion of the Contract Administrator, such increase is necessary to protect the Owner from any Claims, and such retainage may be deducted from any monies then due or that is to become due the Contractor. After ninety (90%) percent of the Work has been completed, and provided that there are no pending Claims, the Contract Administrator may reduce the retainage to two and one-half (2-1/2%) percent of all monies previously earned and all monies earned thereafter. Subsequent to Final Completion and prior to Final Payment, Contract Administrator may reduce retainage to a nominal amount at the sole discretion of the Contract Administrator. Any reduction in retainage shall be in the sole discretion of the Contract Administrator, and Contractor shall have no entitlement to a reduction. Owner shall hold retainage in the amount of two and one-half percent (2-1/2%) or such reduced amount as applicable, until the expiration of any applicable warranty period(s) to ensure completion of Contractor's warranty obligations and maintenance of all required insurance coverage's during the warranty period(s). Any interest earned on retainage shall accrue solely to the benefit of Owner.

(C) Owner may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective Contractor or Subcontractor Work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor
3. Failure of Contractor to make payments properly to subcontractors or for material or labor.
4. Damage to another subcontractor not remedied.
5. Failure of Contractor to provide any and all documents required by the Contract Documents.

**5.6** Each Application for Payment after the first Application shall be accompanied by a Certification of Payment form, provided by the Owner, from the Contractor and each Supplier and Subcontractor, in amounts equal to those stated in the PRIOR Application for the Contractor and each Subcontractor and each Subcontractor, Material/Labor Supplier so due payment. The Application for Payment for Retainage shall be accompanied by a final Certification of Payment and Release of Claim form from the Contractor, each Supplier and Subcontractor in amounts equal to those stated in the Schedule of Values.

## **ARTICLE 6.0** **FINAL PAYMENT**

**6.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- 1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work, if any, which obligation survives final payment and continues thereafter;
- 2) a final Certification of Payment has been issued by the Consultant; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Consultant's final Certification of Payment;
- 3) final Certification of Payment has been furnished from the Contractor, Suppliers and Subcontractors; and
- 4) a Consent of Surety, if any, for final payment.

## **ARTICLE 7.0** **TERMINATION OR SUSPENSION OF AGREEMENT**

### **7.1 TERMINATION BY THE CONTRACTOR:**

- A. The Contractor may terminate the Agreement if the Work is stopped for a period of thirty (30) days through no act or fault of the Contractor, Subcontractor, Sub- subcontractor, their agents or employees, or any other persons performing portions of the Work under the Agreement with the Contractor, for any of the following reasons:
  1. issuance of an order of a court or other public authority having jurisdiction, and
  2. an act of government, such as a declaration of national emergency, making material unavailable.

- B. If one of the above reasons exists, the Contractor may, upon five (5) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work performed.

## **7.2 TERMINATION BY THE OWNER FOR CAUSE:**

1. The Owner may terminate the Agreement if the Contractor:
  - a. persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of the Agreement;
  - b. fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including Owner;
  - c. commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the Owner, including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;
  - d. fails to obtain or maintain all insurance Coverage required by the Contract Documents; or
  - e. otherwise is guilty of substantial breach of a provision of the Agreement or Contract Documents.
2. When the Owner terminates the Agreement, the Contractor shall not be entitled to receive any further payment until the Work is completed and approved by the Engineer of Record.
3. All damages, costs and charges incurred by Owner, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Owner shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Owner the amount of such excess.
4. If, after Notice of Termination or Suspension of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of Owner and Contractor shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.



### **7.3 TERMINATION BY THE OWNER FOR CONVENIENCE:**

The Agreement may be terminated for convenience by Town upon fifteen (15) days' advance written notice to Consultant and the Consultant's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Consultant shall be paid for all acceptable work performed prior to termination and shall not be entitled to any other costs, fees or payments.

### **7.4 SUSPENSION BY THE OWNER FOR CAUSE**

The Owner may order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as deemed necessary by the Owner, if the Contractor fails to maintain all insurance Coverage required by the Contract Documents. Any delay in the Work caused by a lapse in Coverage shall be deemed non-excusable, shall not be grounds for a time extension, and shall be subject to any other applicable provisions in the Agreement and Contract Documents concerning Contractor delay.

### **7.5 SUSPENSION BY THE OWNER FOR CONVENIENCE**

1. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part, for such period of time as the Owner may determine, and the Contractor shall be entitled to an appropriate time extension, provided the suspension delays the critical path of the Work.

2. If such suspension exceeds thirty (30) consecutive days, Contractor may also be entitled to an adjustment in the Contract Sum for increases in the cost of performance of the Contract resulting directly from the suspension, delay, or interruption, including reasonable profit on such increased cost; provided however, that no adjustment will be made to the extent:

- a. that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which Contractor is responsible;
- b. that Contractor fails to adequately document the cost increase;
- c. that the Contractor would have incurred the cost increase regardless of the suspension, delay, or interruption, or
- d. that an equitable adjustment is made or denied under another provision of the Agreement or Contract Documents.

### **7.6 RECEIPT OF NOTICE OF TERMINATION OR SUSPENSION**

Upon receipt of Notice of Termination or suspension, Contractor shall deliver or otherwise make available to Owner all data, drawings, specifications, reports, estimates,

summaries and such other information as may have been required by the Agreement or Contract Documents, whether completed or in process.

## **ARTICLE 8.0**

### **INSURANCE COVERAGE**

**8.1** The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Article, and not until such time that the coverages are approved by the Risk Manager of the Town. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the subcontractor and all Coverages required of any subcontractor have been obtained and approved by the Risk Manager of the Town. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

**The following are requirements that must be met regarding the Bidder's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:**

**8.1.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with your Bid submittal on the date and time of the Bid opening.**

If the "preliminary" certificates are not included with your Bid submittal, then the Town has the right to consider the submitted Bid as non-responsive on the date and time of the Bid opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

**8.1.2 "Official" Certificates of Insurance must be delivered to the Town Clerk's office and Risk Manager of the Town. If the "Official" certificates are not delivered before or on the fourteenth (14<sup>th</sup>) Business Day after the issuance by the Town of the "Notice of Apparent Low Bidder", then the Town has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate an agreement with the next lowest responsive and responsible Bidder. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.**

**8.1.3 All Certificates of Insurance must clearly identify the agreement to which they pertain, including a brief description of the subject matter of the agreement.** The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to Town. If this coverage is not provided, then Contractor is responsible for such notice to Town. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the Town in writing.

**8.1.4** Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the Town. In the event insurance certificates provided to Town indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.**

**8.1.5** The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the Town reviews and approves in writing the insurance limits on each of the policies. The Town must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

**8.1.6 GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products/completed operations, blanket agreement liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

**SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE:  
(to be confirmed on or attached to the Official Certificate of Insurance)**

- Annual Aggregate shall apply “Per Job”;
- “The Town of Malabar, Florida” is added as a named “Additional Insured”;
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor’s insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the Town;
- 30 Days’ Notice of Cancellation or modification to Town (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

**8.1.7 WORKERS’ COMPENSATION INSURANCE** shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s),

and it is to apply to all “statutory employees” of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers’ Liability limits Part B.

**IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS’ COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

**SPECIAL PROVISIONS AS TO WORKERS’ COMPENSATION INSURANCE:  
(to be confirmed on or attached to the Official Certificate of Insurance)**

- 30 Days’ Notice of Cancellation or modification to Town (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation.

**8.1.8 AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

**SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE:  
(to be confirmed on or attached to the Official Certificate of Insurance)**

- “The Town of Malabar” is added as a named “Additional Insured”;
- 30 Days’ Notice of Cancellation or modification to Town (if not available on the insurance policies, then Contractor has responsibility for notification); and Waiver of Subrogation.

**8.1.9.** During the performance of the Contract, there may be times when the Contractor will be required to obtain an Owner permit for such Work, or in connection with the items or services. It is the responsibility of the Contractor to insure that it has the appropriate Owner permits as may become necessary during the performance of the Contract. Any fees related to the Owner required permits in connection with the Contract will be the sole responsibility of the Contractor.

**8.1.10** Licenses, permits, and fees that may be required by Brevard County, state or federal entities are not included in the above list.

**ARTICLE 9.0**  
**ENUMERATION OF CONTRACT DOCUMENTS**

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Agreement between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction.

9.1.3 The Supplemental and other conditions of the Contract are those contained in the Contract Documents dated \_\_\_\_\_, 2022.

9.1.4 The Specifications are those contained in the Contract Documents listed in the Table of Contents.

9.1.5 The Drawings are dated March 31, 2022

9.1.6 The Addendum, if any, is in Section 00900 and summarized below:

**Number**

**Date**

\_\_\_\_\_

\_\_\_\_\_

9.1.7 The Certification of Payment forms and Project Closeout Forms are those contained in the Contract Documents.

**ARTICLE 10.0**  
**MISCELLANEOUS PROVISIONS**

10.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

10.2 Other governmental entities may elect to purchase the goods and services specified in this Agreement, which shall be made available upon the same terms and conditions as those specified in this Agreement.

**ARTICLE 11.0**  
**GOVERNING LAW; CONSENT TO JURISDICTION**

**11.1** The law of the State of Florida shall govern this Contract. This Contract is not subject to arbitration. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to this Agreement. Venue of any action to enforce this Agreement shall be in Brevard County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from, or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.

**ARTICLE 12.0**  
**SUCCESSORS AND ASSIGNS**

**12.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Contract. Neither party to the Contract shall assign the Contract or any portion of it without advance written consent of the other.

**ARTICLE 13.0**  
**WRITTEN NOTICE**

**13.1** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended. The places for giving of notice shall remain as set forth below until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the Owner designate the following as the respective persons and places for the giving of notice:

Owner's  
Representative: \_\_\_\_\_, Town  
Manager Town of Malabar,  
Florida  
2725 Malabar Road Malabar,  
Florida 32950

As to Town: Thomas Ansbro, Town  
Attorney Town of Malabar,  
Florida  
2725 Malabar Road Malabar,  
Florida 32950

Project Manager: Brad Kaine, Director of Public  
Services 1201 Stirling Road  
Malabar, Florida 32950  
Telephone: 954-924-6805

Project Consultant:

Juan Justiniano AIA, AICP, LEED AP BD+C  
Vice President, Cartaya and Associates  
Architects, P.A. 2400 E. Commercial Boulevard,  
Suite 201  
Fort Lauderdale, FL  
33308 P (954)771-2724  
Ext. 4

## **ARTICLE 14.0** **RIGHTS AND REMEDIES**

**14.1** Duties and obligations imposed by the Contract Documents and rights and remedies available under them shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**14.2** No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach under it, except as may be specifically agreed in writing.

## **ARTICLE 15.0** **DISPUTE RESOLUTION**

### **15.1 CLAIMS AND DISPUTES**

A. The responsibility to substantiate a Claim shall rest with the party making the Claim. All Claims must be made in writing and addressed to the Owner and the Consultant.

B. **Process for Resolving a Claim.** The Consultant shall review the Claim and make a recommendation to the Owner. The Owner shall render a final decision regarding the Claim. A decision by the Owner shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of: 1) whether such matters relate to execution and progress of the Work; or 2) the extent to which the Work has been completed.

C. **Time Limits on Claims.** Claims by the Contractor must be made within thirty (30) days after occurrence of the event giving rise to such Claim or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims by the Consultant, Contractor or their respective subcontractors must be made by written notice to the Owner. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

D. **Continuing Contract Performance.** Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

E. **Claims for Concealed or Unknown Conditions.** If conditions are

encountered at the Project site which are: 1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents; or 2) unknown physical conditions of



an unusual nature, which differ materially from those ordinarily found to exist in the locale of the Project site and generally not recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The Consultant shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Consultant shall recommend to the Contractor, with the Owner's approval, an equitable adjustment in the Contract Sum, Contract Time, or both. If the Consultant determines that the conditions at the Project site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Consultant shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Consultant has given notice of the decision. If the Consultant and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Owner for final determination.

F. **Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided in these Conditions shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to: 1) a written interpretation from the Consultant; 2) an order by the Owner to stop the Work where the Contractor was not at fault; 3) a written order for a minor change in the Work issued by the Consultant; 4) failure of payment by the Owner; 5) termination of the Contract by the Owner; or 6) Owner's suspension of Work, then the Claim shall be filed in accordance with the procedure established in this Contract.

G. **Claims for Additional Time.**

1. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided in these Conditions shall be given. The Contractor's Claim shall include an estimate of cost and a probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

H. **Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance of the injury or damage. The notice shall provide sufficient detail to enable the other party to investigate the matter

## 15.2 RESOLUTION OF CLAIMS AND DISPUTES

A. The Consultant shall review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: 1) request additional supporting data from the claimant; 2) submit a schedule to the parties indicating when the Consultant expects to take action; or 3) suggest a compromise. The Consultant may, at the Owner's direction, notify the surety, if any, of the nature and amount of the Claim. The Consultant shall notify the Owner or the Claimant. The Owner shall make the final determination of whether to pay or dispute the Contractor's Claim.

B. If a Claim has been resolved, the Consultant shall prepare or obtain appropriate documentation.

C. If a Claim has not been resolved, the party making the Claim shall, within ten days  
(10) after the Consultant's preliminary response, take one or more of the following actions: 1) submit additional supporting data requested by the Consultant; 2) modify the initial Claim; or 3) notify the Consultant that the initial Claim remains valid.

D. The Consultant shall notify the parties in writing of the Owner's decision within seven days of receipt of: 1) additional supporting data; 2) a request to modify the initial Claim; or  
3) that the initial Claim stands and the Owner's decision shall be final and binding on the parties but subject to review by a court of competent jurisdiction. The Consultant shall prepare or obtain appropriate documentation regarding the Claim. If there is a surety and there appears to be a possibility of a Contractor's default, the Consultant may, at the Owner's direction, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**15.3** All claims, counterclaims, disputes and other matters in question between Owner and Contractor arising out of, relating to or pertaining to this Agreement, the breach of it, the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Brevard County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction.

## **ARTICLE 16.0** **BINDING AUTHORITY**

**16.1** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

## **ARTICLE 17.0** **HEADINGS**

17.1 Headings in this Agreement are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

**ARTICLE 18.0**  
**EXHIBITS**

18.1 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, are treated as parts of this Agreement and are incorporated in it by this reference.

**ARTICLE 19.0**  
**SEVERABILITY**

**ARTICLE 20.0**  
**ATTORNEY FEES**

20.1 Each party shall bear its own attorney fees for any litigation related to the Agreement.

**ARTICLE 21.0**  
**EXTENT OF AGREEMENT**

21.1 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

**ARTICLE 22.0**  
**WAIVER**

22.1 Failure of the Owner to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.

**ARTICLE 23.0**  
**CONFLICT**

23.1 In the event there is a conflict between any of the terms in any of the documents contained in any Exhibit to this Agreement and any terms of this Agreement, the terms of this Agreement shall prevail.

**ARTICLE 24.0**  
**PUBLIC RECORDS LAW**

24.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Owner.

24.2 Upon request from the Owner custodian of public records, Contractor shall provide the Owner 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

24.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Owner.

24.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Owner, within seven (7) days. All such records stored electronically by Owner shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

24.5 Any compensation due to Contractor shall be withheld until all records are received as provided in this Article.

24.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Owner.

**Section 119.0701(2)(a), Florida Statutes**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: THOMAS SCHNEIDER, TOWN  
CLERK Mailing Address: 100 W. Malabar Boulevard  
Malabar, Florida 32950**

**Telephone number: 954-924-9800, Ext. 3623**

**Email:**

**tschneider@daniabeachfl.**

**gov**

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals effective the day and year written above.

**ATTEST:**

\_\_\_\_\_  
Town Clerk, CMC  
Town Clerk

Approved as to Legal  
Form and Correctness

\_\_\_\_\_  
Town Attorney  
\_\_\_\_\_, 2022.

**OWNER:**

**TOWN OF MALABAR, FLORIDA**  
a Florida Municipal Corporation

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Manager

\_\_\_\_\_, 2022.

**WITNESSES:**

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

\_\_\_\_\_  
**PRINT** Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

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

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2022  
\_\_\_\_\_, as \_\_\_\_\_, respectively, of \_\_\_\_\_, a  
\_\_\_\_\_ corporation, on behalf of the corporation. He/she/they is/are personally known  
to me or have produced \_\_\_\_\_ as identification and did (did not) take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
**PRINT** Name of Notary Public

My Council Expires:

**END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

EXHIBIT "A"  
BIDDER QUALIFICATIONS  
ITB NO. 22-01

~~COPY~~

The Bidder, as a result of this Bid, MUST hold a county or municipal business tax receipt in its area of its fixed business location. The following information MUST be completed and submitted with the Bid to be considered:

1. Legal Name and Address:

Name: DANE CONTRACTING, INC.

Address: 2680 KIRBY CIR NE

Town, State, Zip: Palm Bay FL 32909 Telephone/Fax: 321-768-1361 (T) / 321-676-7868 (F)

2. Specify type of entity Check One: Corporation  Partnership   
Individual  Other

SPECIFY

3. If Corporation, state:  
Date of Incorporation: 1985 State in which Incorporated: FL

4. If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State:

5. Name and Title of Principal Officers	Date Elected:
<u>KENDALL BLAIR</u>	<u>12/14/20</u>
<u>WILLIAM BLAIR</u>	<u>12/14/20</u>
_____	_____

6. The length of time in business: 37 years

7. The length of time (continuous) in business in Florida:  
37 years

8. Provide a list of at least five (5) commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the Town of Malabar specifications, within the last five (5) years (see attached).

9. A copy of a county or municipal Business Tax Receipt.



EXHIBIT "A"

BIDDER QUALIFICATIONS

ITB No. 22-01

Attached Sheet for Question #8 – Provide a list of at least five (5) commercial or government references that the successful Bidder has supplied service/ commodities meeting the requirements of the Town of Malabar specifications, within the last five (5) years (see attached).

1. City of Palm Bay – Andrew Orndorff – 120 Malabar Road Palm Bay, FL 32909 – 321-952-3400 x7035
2. Eastern Florida State College – Mike Jones – 1519 Clearlake Rd. Cocoa, FL 32922 – 321-433-7203
3. Indian River County – Chuck Belcher – 1800 27<sup>th</sup> St. Vero Beach, FL – 772-226-3491
4. Collins Aerospace – Michael Benson – 1100 W. Hibiscus Blvd Melbourne, FL 321-768-7240
5. Patrick Air Force Base – 45<sup>th</sup> Medical Group – Donald Ahlin – 1381 South Patrick Drive, Patrick Air Force Base, FL 32925 – 321-482-0400
6. Patrick Air Force Base – FSI – Rick Davis - 1381 South Patrick Drive, Patrick Air Force Base, FL 32925 – 321-494-8500
7. Renesas – Elias Wanna – 1650 Robert J Conlan Blvd. Palm Bay, FL 32905 – 321-724-7438
8. Brevard County School District – Chris Marshall – 2700 Judge Fran Jamison Way Viera, FL 32940 – 321-633-1000

**BELOW IS YOUR BUSINESS TAX RECEIPT**

**PLEASE DETACH AND POST IN A CONSPICUOUS LOCATION**

**DANE CONTRACTING INC  
P O BOX 033663  
INDIALANTIC FL 32903**

**120 Malabar Road SE  
Palm Bay, FL 32907**

**BUSINESS TAX RECEIPT**



**Business Name . . : DANE CONTRACTING INC  
Location Addr . . : 2680 KIRBY CIR NE**

**Ctl nbr . . : 0000338**

**Lic Nbr Classification  
23-00011332 CONTRACTOR - GENERAL**

**Issued: October 01, 2022 Expires: September 30, 2023**

**Restriction:**

**Comments:**

2022 - 2023

BREVARD COUNTY BUSINESS TAX RECEIPT  
SUBJECT TO COUNTY ZONING RESTRICTIONS  
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.  
865000589

THE PERSON(S), OR ENTITY BELOW:  
DANE CONTRACTING INC  
P O BOX 033663  
INDIALANTIC, FL 32903

BUSINESS PERIOD: **October 01, 2022 - September 30, 2023**  
EXPIRES: **SEPTEMBER 30, 2023**

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS. BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS. A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

DBA  
DANE CONTRACTING INC

LISA CULLEN, CFC, Brevard County Tax Collector  
P O Box 2500, Titusville, Florida 32781-2500  
(321)264-6969 or (321)633-2199

LOCATION:  
2680 NE KIRBY CIR  
PALM BAY, FL 32905

OWNED BY:  
DANE CONTRACTING INC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

300305 GENERAL CONTR.[CERTIFIED]  
820005 RECEIPT AMT

EXEMPTIONS: 0.00

Receipt Fee	37.00
Hazardous Waste Fee	0.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

**Paid 002-22-00048789 08/22/2022 37.00**

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy  
Melbourne Office, 1515 Sarno Road  
Palm Bay Office, 450 Cogan Dr. SE  
Titusville Office, 800 Park Ave.  
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.  
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

City of Palm Bay P.D. Renovation  
Project Title

130 Malabar Rd. Palm Bay  
Address

Andrew Orndorff / Nick Zynko  
Owner

321-952-3400 x 7035  
Owner's Telephone Number

\$ 59,982.00  
Agreement Value

100% 10/11/22  
Percent Complete Completion Date

Office Suite Remodel  
Project Title

1775 W. Hibiscus Blvd, Mlb.  
Address

Aeronix - Judi Coleman  
Owner

321-984-1671 x 212  
Owner's Telephone Number

\$ 77,386.00  
Agreement Value

100% 11/13/20  
Percent Complete Completion Date

Collins Restroom Remodel  
Project Title

795 W. NASA Blvd  
Address

Collins Aerospace - Mike Benson  
Owner

321-  
Owner's Telephone Number

\$ 42,448.00  
Agreement Value

100% 8/20/2018  
Percent Complete Completion Date

307 1<sup>st</sup> Floor Remodel  
Project Title

1100 W. Hibiscus Blvd, Mlb.  
Address

Collins Aerospace - Garrett Smith  
Owner

321-308-5713  
Owner's Telephone Number

\$ 996,023.00  
Agreement Value

100% 11/3/20  
Percent Complete Completion Date

SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

Office Suite Remodel  
Project Title

1325 74<sup>th</sup> Ave SW Vero Beach  
Address

Indian River County - Chuck Belcher  
Owner

772-538-8113  
Owner's Telephone Number

\$17,115<sup>00</sup>  
Agreement Value

100% 7/1/20  
Percent Complete Completion Date

Palm Bay CIT  
Project Title

120 Malabar Rd Palm Bay  
Address

Hill York / Brian Davis  
Owner

321-261-1643  
Owner's Telephone Number

\$25,870<sup>00</sup>  
Agreement Value

100% 12-10-17  
Percent Complete Completion Date

EFSC Fire Training Bldg  
Project Title

250 Community College Pkwy P.B.  
Address

EFSC - Andy Collamore  
Owner

321-433-7209  
Owner's Telephone Number

\$110,780<sup>00</sup>  
Agreement Value

100% 9/17/22  
Percent Complete Completion Date

EFSC Locker Room Reno  
Project Title

250 Community College Pkwy P.B.  
Address

EFSC - Milce Jones  
Owner

321-433-7203  
Owner's Telephone Number

\$8,176<sup>00</sup>  
Agreement Value

100% 10/30/21  
Percent Complete Completion Date

10.	Have you ever failed to complete any work awarded to you?	Yes	<input checked="" type="radio"/> No
11.	Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?	Yes	<input checked="" type="radio"/> No
12.	Within the last five years, have you ever had a performance, payment or bid bond called?	Yes	<input checked="" type="radio"/> No
13.	Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the Town?	Yes	<input checked="" type="radio"/> No
14.	Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?	Yes	<input checked="" type="radio"/> No
15.	Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000.00?	Yes	<input checked="" type="radio"/> No
16.	Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?	Yes	<input checked="" type="radio"/> No
17.	Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted, fined or both for any criminal activity within the last five years?	Yes	<input checked="" type="radio"/> No
18.	Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or any inspector general office?	Yes	<input checked="" type="radio"/> No
19.	Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?	Yes	<input checked="" type="radio"/> No
20.	Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.	Yes	<input checked="" type="radio"/> No
21.	Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest	Yes	<input checked="" type="radio"/> No
<b>If yes is circled for questions 10-21, please attach a separate sheet of explanation.</b>			

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the Town of Malabar and will be a factor considered in awarding any resulting agreement. The purpose is to insure that the successful Bidders in the sole opinion of the Town of Malabar can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject agreement

### END OF BIDDER QUALIFICATIONS

**EXHIBIT "B"**

**BID FORM**

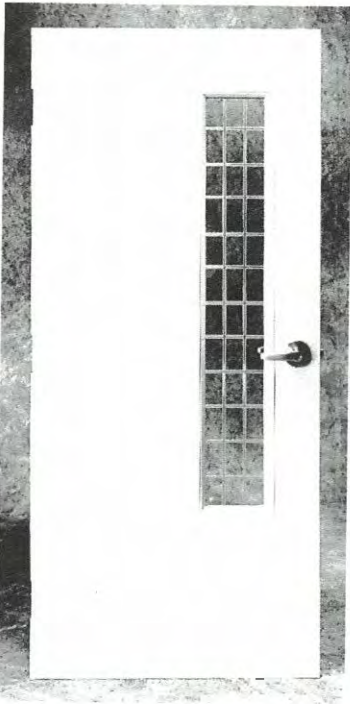
Quantity	Unit of Measure	Description	Total
1	LS	Demolition, Site Preparation	\$2,900.00
1	LS	Prep & Paint Ceiling, Walls, Floor Appendix 6 or Submitted Deviation	\$6,400.00
1	LS	Metal Roof Replacement – Include Submittal Spec	\$13,000.00
1	LS	Plumbing Labor & Materials	\$43,000.00
4	EA	Fixtures: Sinks: Appendix 6 or Submitted Deviation	Included
4	EA	Fixtures Faucets: Appendix 6 or Submitted Deviation	Included
3	EA	Fixtures Toilets: Appendix 6 or Submitted Deviation	Included
1	LS	Fixtures Partitions: Appendix 6 or Submitted Deviation	\$6,000.00
1	LS	Electrical Labor & Materials	\$5,100.00
2	EA	LED Lighting Fixtures & Occupancy Sensors: Include Submittal Spec	Included
1	LS	Install Exterior Doors & Hardware Include Submittal Spec	\$10,500.00
1	LS	Town Project Contingency	\$10,000
1	LS	Permit Allowance	\$5,000
<b>Total</b>			<b>\$101,900.00</b>

*One hundred one thousand nine hundred dollars + 00/100*

**This is a lump sum bid. Use of contingency and allowance are subject to Town approval.**

**END OF BID FORM**

## L Series



### About the product

The L20, L18, and L16 Series flush doors are designed to meet the architectural requirements for full flush doors. The L14 Series flush doors are designed to meet the architectural requirements for maximum duty full flush doors. Refer to the Architectural section for specifications and the selection and usage guide of the appropriate door constructions.

This premium door construction combines the strength and dimensional stability of steel with the structural integrity of the laminate core. The continuous bonding of core to steel face sheets provides an attractive, flat door, free of face welding marks. Tests have proven that the L Series door has high resistance to impact damage, low thermal conductivity and high STC ratings.

To meet application, specification and performance requirements, the L Series door offers a wide range of specifiable options including sizes, glass light designs and hardware (mechanical, pneumatic, electrical) preparations.

L Series doors are 1 3/4" (45 mm) thick.

### Installation

1. Installation shall conform to the published Steelcraft installation instructions, ANSI A250.11-2012 (formerly SDI 105) *Recommended Erection Instructions for Steel Frames and HMMA 840s*.
2. Fire Rated Assemblies must be in accordance with NFPA Pamphlet 80. The Authority Having Jurisdiction is the final authority on issues related to the installation and use of installed Fire Rated Doors.

### Features and benefits

Steelcraft's L Series doors offer the following standard unique features, which enhance long term performance and durability:

1. **Core Systems** that enhance the structural integrity of the door:
  - **Honeycomb (standard):** 1" (25 mm) cell kraft honeycomb configuration that increases structural integrity while reducing overall weight
  - **Polystyrene (optional):** enhanced thermal performance
  - **Polyurethane (optional):** extreme thermal performance
2. **Full Height, Epoxy Filled Mechanical Interlock Edges** provide structural support and stability the full height of the door edges. Available edge options:
  - **Visible Edge Seam (standard):** full height, epoxy filled mechanical interlocked edges
  - **Filled Edge Seam (optional add to standard):** seam filled with structural adhesive and dressed smooth. Includes tack welds above and below edge cutouts as required for doors over 7'2" rated over 20 min
  - **Welded Edge Seam (optional add to standard):** intermittently welded using 1" long welds, then seam filled with structural adhesive and dressed smooth. Option available on L18, L16 and L14 doors.
3. **Universal Hinge Preparations** (patented) allow for easy field conversion from standard weight .134" (3.3 mm) hinges to heavy weight .180" (4.7 mm) hinges.
4. **14 Gauge [0.067" (1.7 mm)] Inverted Top and Bottom Channels** provide stability and protection for the top and bottom edges from abuse.
5. **Beveled Hinge and Lock Edges** allow for tighter installation tolerances, ensure easier operation and eliminate binding and sticking.
6. **Recessed Designer™ Glass Trim** provides a clean, neat and flush finish with the door surface.
7. **Factory Applied Baked-On Rust Inhibiting Primer** paint in accordance with ANSI A250.10-2011.

### Specification compliance

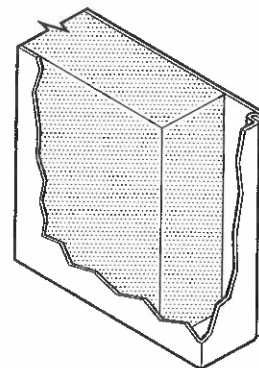
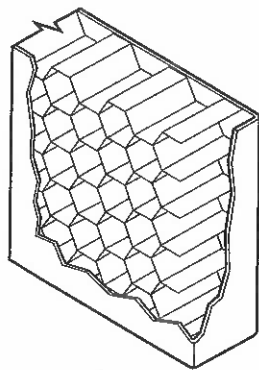
1. Door construction for Steelcraft L Series full flush doors meets the requirements of ANSI A250.8-2017 (SDI 100).
2. Hardware preparations and reinforcements are in accordance with ANSI A250.6-2003 (R2009). Locations are in accordance with ANSI/DHI A115 unless otherwise stated.

### Fire ratings

L Series doors meet the broadest fire rating requirements. They are listed for installations requiring compliance to both neutral pressure testing (ASTM E152 and UL-10B) and positive pressure standards (UL-10C).



**Rigid Honeycomb**



**Standard Laminated Honeycomb Core**

- 1" (25 mm) cell, Kraft honeycomb
- Honeycomb surfaces sanded for maximum adhesion
- Phenol formaldehyde free
- Laminated to both face sheets with contact adhesive
- Assembled door is run through high pressure pinch rollers, achieving ultimate bond

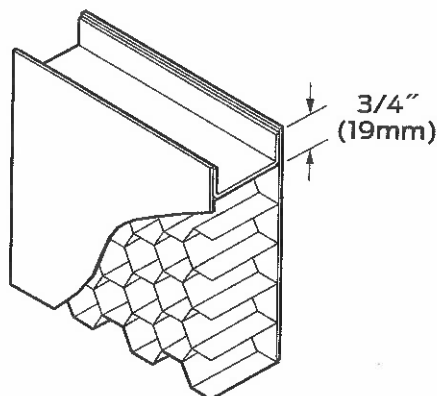
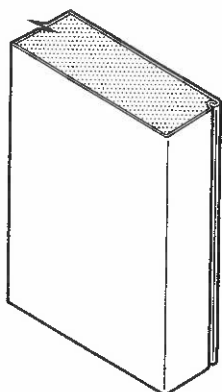
**Optional Polystyrene Core**

- 1 pound (453.6g) per ft<sup>3</sup> density slab
- Laminated to both face sheets with contact adhesive
- Labeled applications

**Optional Polyurethane Core**

- 1.8 pound (816.5g) per ft<sup>3</sup> density slab
- Laminated to both face sheets with contact adhesive
- Non-Labeled applications

**Optional cores are polystyrene or polyurethane**



**Standard Premium Edge Construction**

- Beveled hinge & lock edges
- Full height mechanical interlock with epoxy adhesive
- Visible edge seam standard
- Seamless edge optional

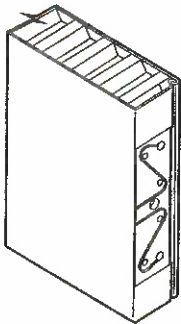
**Standard Rigid 14 Gauge End Channel Construction**

- 14 gauge inverted galvanized top & bottom channels
- Projection welded to both face sheets
- For optional caps, see "Weather seals" on page 151.

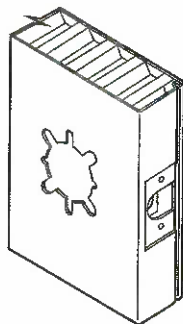
Door application and usage			
Series	Steel Thickness	Opening	Usage Frequency
L20	20 Ga (0.8 mm)	Interior - Cold Rolled Steel	Standard Duty
L20	20 Ga (0.8 mm)	Exterior - Galvanized Steel	Light Commercial applications with minimal use and abuse
L18	18 Ga (1.0 mm)	Interior - Cold Rolled Steel	Heavy Duty
L18	18 Ga (1.0 mm)	Exterior - Galvanized Steel	Heavy Commercial & Institutional applications with high use
L16	16 Ga (1.3 mm)	Interior - Cold Rolled Steel	Extra Heavy Duty
L16	16 Ga (1.3 mm)	Exterior - Galvanized Steel	Extra Heavy Commercial applications with potential of very high use
L14	14 Ga (1.7 mm)	Interior - Cold Rolled Steel	Maximum Duty
L14	14 Ga (1.7 mm)	Exterior - Galvanized Steel	Extra Heavy Commercial applications with extremely high use

### Standard hardware preparations

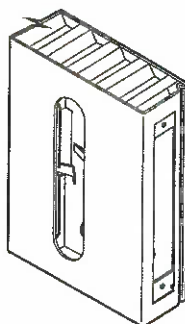
Typical hardware applications shown. Refer to "Hardware" section for more details.



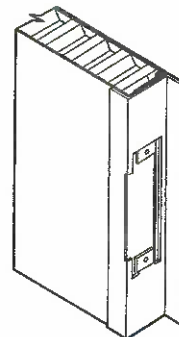
**Universal Mortise Hinge Prep**  
7 Gauge Universal hinge reinforcement



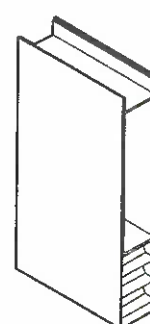
**61L Lock**



**86 Lock**



**Inactive Leaf ASA Strike Prep with Astragal attached**



**Optional 14 Gauge Closer Reinforcement**

#### Standard: mortised and reinforced for:

- Patented Universal hinge preparations allow for easy field conversion from standard 4 1/2" (114 mm) x .134" (3.3 mm) standard weight hinges to 4 1/2" (114 mm) x .180" (4.7 mm) heavy weight hinges. Optional hinge preparation for 5" (127 mm) x .146" (3.7 mm) standard weight hinges or for 5" (127 mm) x .190" (4.8 mm) heavy weight hinges is also available.
- A multitude of standard lock preparations are available. The cylindrical 161, 61L and mortise 86 lock preps are the most commonly used active leaf preparations. The 4 7/8" (124 mm) strike prep is the most commonly used inactive leaf preparation.
- Optional reinforcements for surface and concealed Closers are available.
- Special hardware applications are available.

#### Door Sizes and ANSI A250.8 Conversions

Steelcraft product selection for L Series doors has been matched to ANSI/SDI Level and Model designations.

- In accordance with ANSI A250.8-2017 (SDI 100), core material is not specific to the level or model designations. Core material selection is specified based on preference and application.
- Recommended minimum frame gauge also applies to the frequency of operation of the opening.

Series	ANSI A250.8 - SDI 100			Edge Construction	Edge Maximum Sizes		Recommended Gauge of Frame
	Level	Model	Description		Single	Pair	
<b>Level 1: Light Commercial</b>							
L20	1	1	Full Flush	Visible	3'-0" x 8'-0"	6'-0" x 8'-0"	18 Gauge [0.042" (1.0 mm)]
LF20		2	Seamless	Filled	914 mm x 2438 mm	1829 mm x 2438 mm	16 Gauge [0.053" (1.3 mm)]
<b>Level 2: Heavy Duty Commercial &amp; Institutional</b>							
L18	2	1	Full Flush	Visible	4'-0" x 10'-0" 1219 mm x 3048 mm	8'-0" x 10'-0" 2438 mm x 3048 mm	16 Gauge [0.053" (1.3 mm)]
LF18		2	Seamless	Filled			
LW18		2	Seamless	Welded			
<b>Level 3: Extra Heavy Duty Commercial &amp; Institutional</b>							
L16	3	1	Full Flush	Visible	4'-0" x 10'-0" 1219 mm x 3048 mm	8'-0" x 10'-0" 2438 mm x 3048 mm	16 Gauge [0.053" (1.3 mm)] 14 Gauge [0.067" (1.7 mm)]
LF16		2	Seamless	Filled			
LW16		2	Seamless	Welded			
<b>Level 4: Maximum Duty Commercial &amp; Institutional</b>							
L14	4	1	Full Flush	Visible	4'-0" x 10'-0" 1219 mm x 3048 mm	8'-0" x 10'-0" 2438 mm x 3048 mm	14 Gauge [0.067" (1.7 mm)]
LF14		2	Seamless	Filled			
LW14		2	Seamless	Welded			

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## Doors • L Series

### Door edge construction

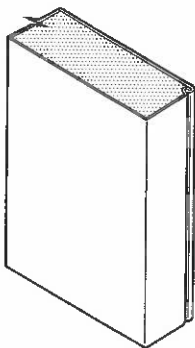
#### Optional Edge Seams available in the L Series doors:

- **L:** Standard feature includes visible edge seams with full height interlocked edges.
- **LF:** the mechanical edge seam is filled and dressed smooth prior to applying the factory primer.
- **LW:** the mechanical edge seam is welded and dressed smooth prior to applying the factory primer.

#### Standard visible edge seam

##### L Series visible seam features

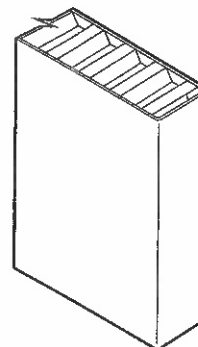
- Full height mechanical interlock
- Interlock filled with epoxy adhesive
- Visible edge seam



#### Optional seamless edge

##### LF Series Seam Filled Features

- Standard Visible Edge Seam is tack welded above and below edge cutouts as required for doors over 7'2" rated over 20 min
- Edge Seam is then filled with structural adhesive and dressed smooth



##### LW Series Seam Welded Features

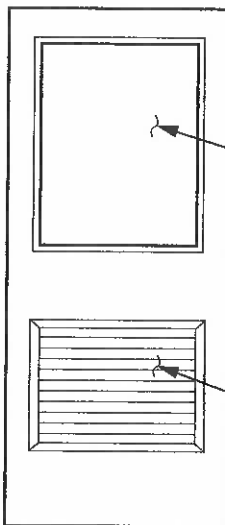
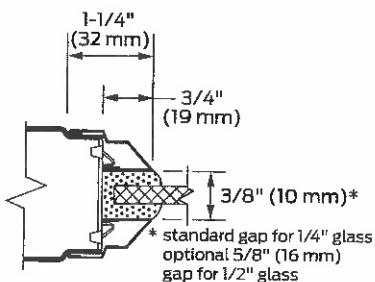
- Standard Visible Edge Seam is intermittently welded using 1" long welds
- Edge Seam is then filled with structural adhesive and dressed smooth
- No visible edge seam

### Glass light options

(Refer to the Lights and Louvers section for further details and options)

#### Designer® Trim

- Standard for 1/4" Thick Glass
- Optional for 1/2" Thick Glass

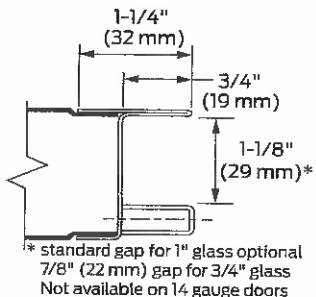


**Note:** Glazing type and thickness vary per job requirements.

**Note:** Louver size and type vary per requirements.

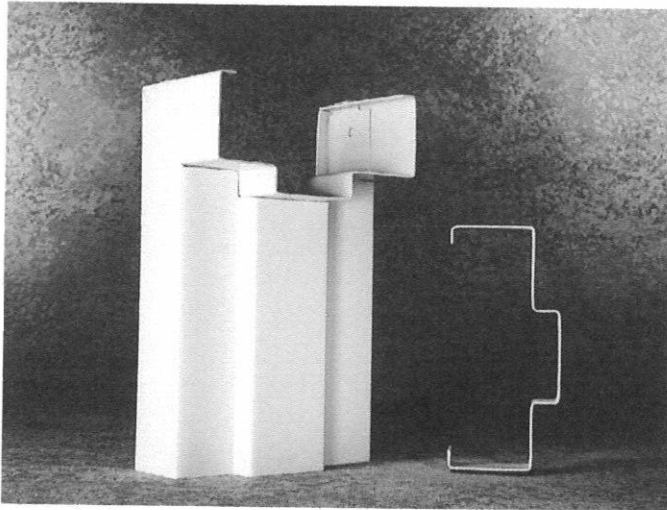
#### Flush Mounted Steel Trim

- For 1" Thick Glass



**Divider Muntins Are Not Available**

# F Series flush



### About the product

F Series 3 sided flush frames are designed to meet requirements for light to maximum duty applications in both commercial and institutional buildings. They are installed in both interior and exterior locations, and in virtually all types of buildings and wall constructions. These frames are to be installed as part of the wall framing sequence. They can be specified and supplied as KD (knock-down) for field assembly prior to installation or welded for installation as a complete unit.

### Installation

1. Installation shall conform to the published Steelcraft installation instructions, ANSI A250.11-2012 (formerly SDI 105) Recommended Erection Instructions for Steel Frames and HMMMA 840.
2. Fire Rated Assemblies must be in accordance with NFPA Pamphlet 80. The Authority Having Jurisdiction is the final authority in issues related to the installation and use of installed Fire Rated Doors.

### Features and benefits

Steelcraft F Series flush frames offer the following unique features, which enhance long term functionality and durability:

1. **Die-mitered corner connections:** Die-mitered corner connection at the head and jamb insure an attractive, tight and closed mitered connection. The miter includes 4 corner tabs designed with concealed connection eliminating the need for continuous profile welding.
2. **Patented universal hinge preparations** allow for easy field conversion from standard weight .134" (3.3 mm) thick hinges to heavy weight .180" (4.7 mm) hinges.
3. **Adjustable base anchors** allow for installation adjustment when the floor is not level.
4. **Factory prepared** for field installed silencers.
5. **Factory applied baked on rust inhibiting primer** in accordance with ANSI A250.10-2011.

### Specification compliance

1. Overall frame construction for the Steelcraft F Series flush frames meets the requirements of ANSI A250.8-2017 (SDI 100).
2. Hardware preparations and reinforcements are in accordance with ANSI A250.8-2017 (SDI 100). Locations are in accordance with ANSI/DHI A115.

### Fire ratings

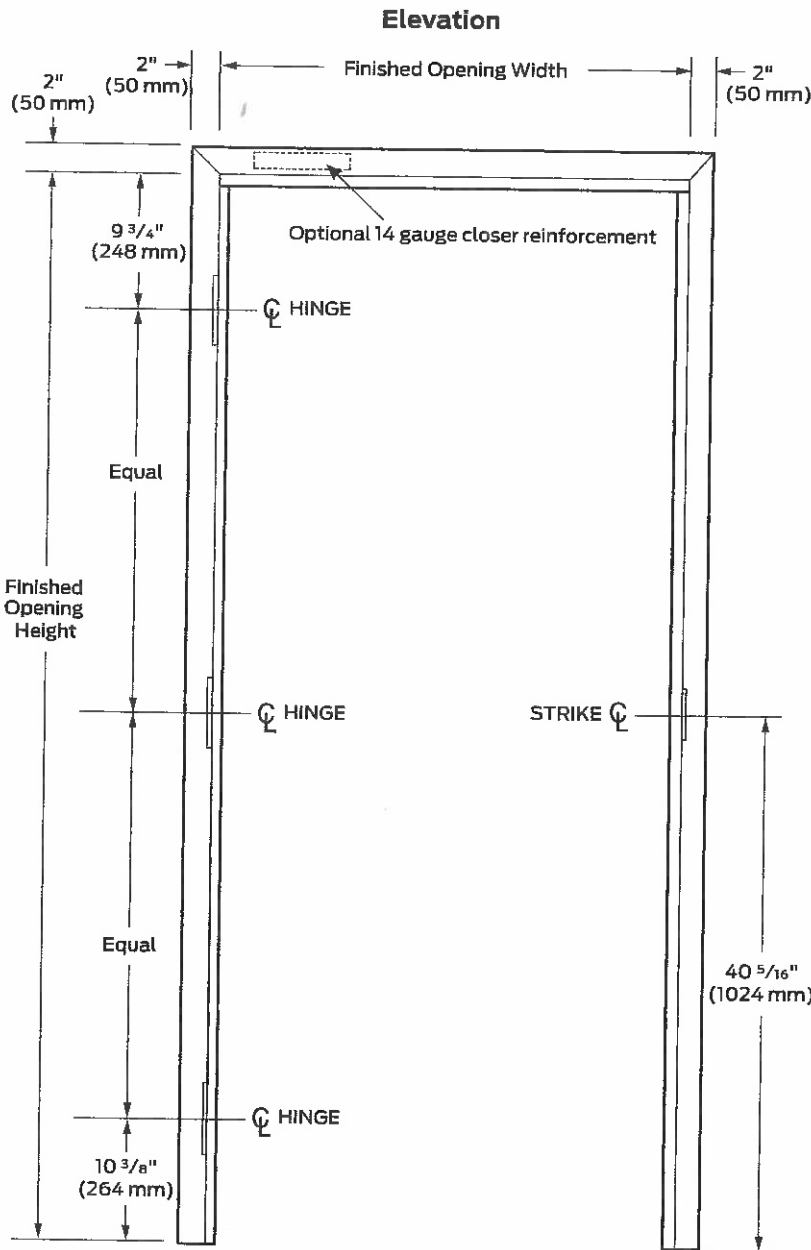
The F Series flush frames meet the broadest fire rating requirements. They are listed for installations requiring compliance to both neutral pressure testing (ASTM E152 and UL 10B) and positive pressure standards (UL 10C). Refer to the **Fire Rated Section** of this manual for particular listings.

### Typical wall construction and anchoring types

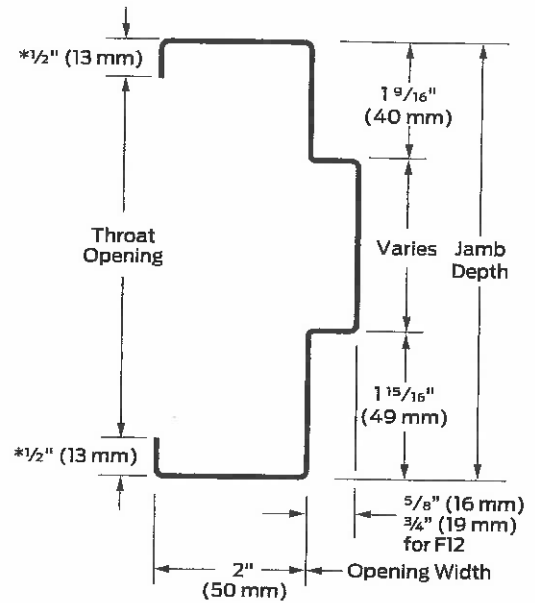
Profile	Steel thickness	Wall construction	Typical wall anchors
F16	16 Gauge [0.053" (1.3 mm)]	Wood or steel stud	Lock-in stud anchor
F16	16 Gauge [0.053" (1.3 mm)]	Masonry	Wire masonry
F16	16 Gauge [0.053" (1.3 mm)]	Existing masonry	Bolted through soffit
F14	14 Gauge [0.067" (1.7 mm)]	Wood or steel stud	Lock-in stud anchor
F14	14 Gauge [0.067" (1.7 mm)]	Masonry	Wire masonry
F14	14 Gauge [0.067" (1.7 mm)]	Existing masonry	Bolted through soffit
F12	12 Gauge [0.093" (2.3 mm)]	Wood or steel stud	Lock-in stud anchor
F12	12 Gauge [0.093" (2.3 mm)]	Masonry	Wire masonry
F12	12 Gauge [0.093" (2.3 mm)]	Existing masonry	Bolted through soffit

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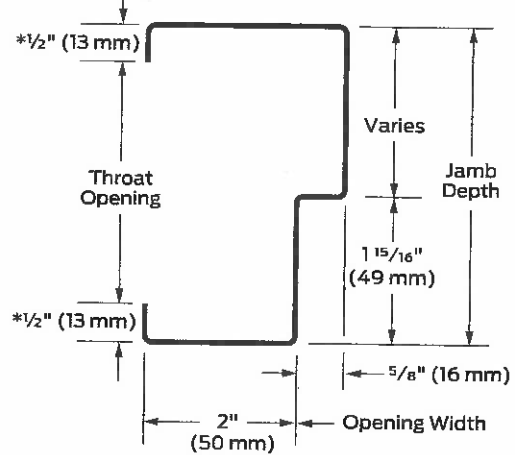
Standard construction



Standard Double Rabbet Frame



Single Rabbet Frame



\* 7/16" (11 mm) on 5 3/4" frame depth

Frame sizing options

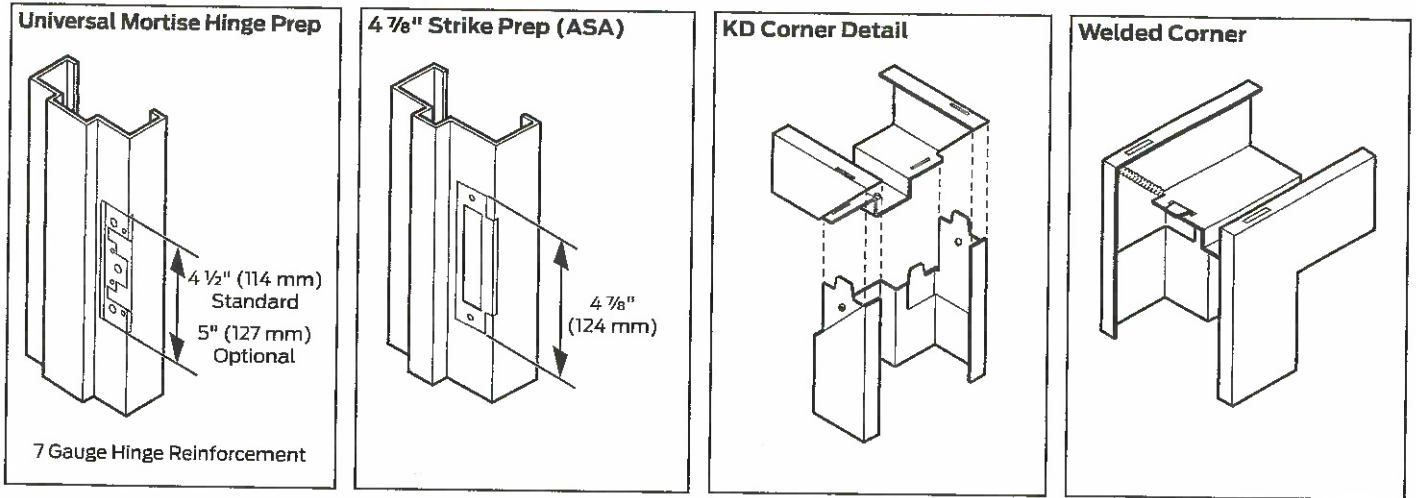
Series	Maximum opening size		Jamb depth availability (profile)				Standard profile dimensions (variations available)			Corners
	Single	Pair	Single rabbet		Double rabbet		Face	Stop	Return	
			Min.	Max.	Min.	Max.				
F16	5'0" x 11'0" (1524 mm x 3353 mm)	10'0" x 11'0" (2439 mm x 3353 mm)	3"	20"	4 1/2"	20"	2"	5/8"	1/2"*	DIE MITERED with four (4) concealed tabs interlocking head and jambs
F14			(76 mm)	(508 mm)	(114 mm)	(508 mm)	(50 mm)	(16 mm)	(13 mm)	
F12	4'0" x 8'0" (1 219 mm x 2438 mm)	8'0" x 8'0" (2438 mm x 2438 mm)	N/A	N/A	4 3/4" (121 mm)	14 3/4" (375 mm)	2" (50 mm)	3/4" (19 mm)	1/2" (13 mm)	Square cut for welded corners

\* Except 5 3/4" (146 mm) depth, which is 7/16" (11 mm)

N/A - Not Available

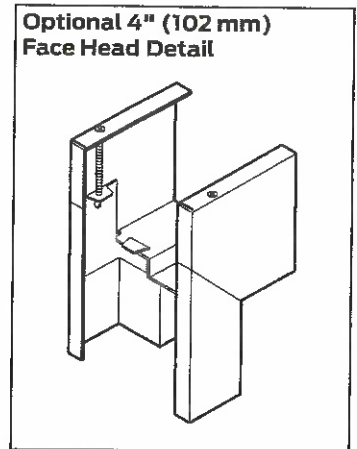
12 gauge standard profile is equal rabbet

Standard hardware and corner conditions



Notes

- Variations in jamb depths available in 1/8" (3 mm) increments.
- All F Series frames are supplied standard with masonry wire or lock-in jamb anchors and adjustable base anchors. Anchors are designed for maximum wall/frame engagement and installation flexibility.
- F Series frames are to be installed as part of the wall framing sequence.
- Depending on environmental and usage conditions the steel can be either cold rolled or galvanized. Galvanized steel is recommended for all exterior applications.
- 12 gauge flush frames, F12, are standard equal rabbet profiles with 3/4" stops.
- For KD Corner and optional 4" Head, tabs in rabbeted area should be bent outward, not inward, during assembly (as shown).
- F Series frames with 4" heads are mainly used in masonry applications when 2" face heads do not match course blocking.
- For reinforcement requirements for automatic operators, see "High frequency hinge reinforcement F and FE Series" on page 79.



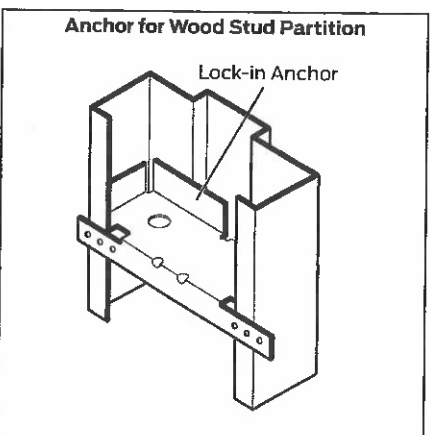
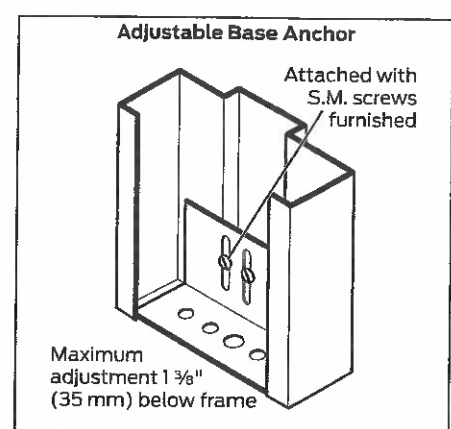
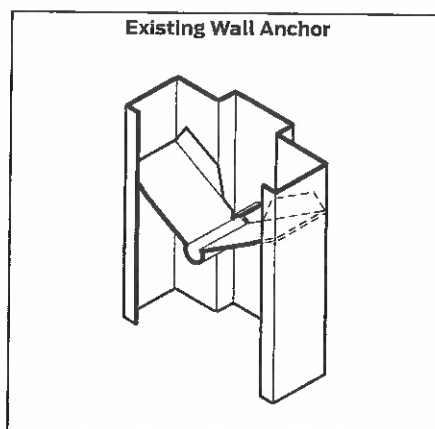
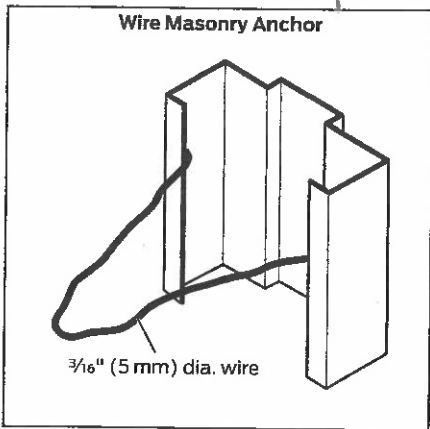
Frame options

Series	Frame profile		Corner connections				4" (102 mm) heads
			KD (Knock-down)		SUA (Set-up & weld)		
	Single rabbet	Double rabbet	Single rabbet	Double rabbet	Single rabbet	Double rabbet	
F16	Typically for walls less than 3 3/4" (95 mm) thick. Minimum walls thickness 2" (51 mm)	Typically for walls 3 3/4" (95 mm) thickness or greater.	3 Interlocking corner tabs per factory die-miter. See the KD Corner Detail	4 Interlocking corner tabs per factory die-miter. See the KD Corner Detail	Available when specified, and in accordance with ANSI A250.8-2017 (SDI 100).		Die-mitered for use with 2" (51 mm) face double rabbet jambs. Available when specified for KD or SUA applications.
F14			N/A	N/A	Standard Saw Cut and welded, and in accordance with ANSI A250.8-2017 (SDI 100).		
F12	N/A	N/A	N/A	N/A	Standard Saw Cut and welded, and in accordance with ANSI A250.8-2017 (SDI 100).		For use with 2" (51 mm) face double rabbet jambs.

N/A - Not Available

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Standard Anchoring



**Anchoring and installation notes**

1. **F16 and F14 Series commercial and Institutional frames** are supplied standard with masonry wire or lock-in jamb anchors and adjustable base anchors. Anchors are designed for maximum wall/frame engagement and installation flexibility.
2. **For anchoring options (e.g. Masonry T anchors) and applications, refer to "Anchoring systems" on page 84.**
3. **Installation Caution Notice: Grouted frames:**
  - When temperature conditions necessitate an additive to be used in the mortar to prevent freezing, the contractor installing the frames must coat the inside of frames in the field with a corrosion resistant coating per SDI 105.
  - When frames are to be grouted full, silencers must be field installed prior to grouting.
  - Steel frames, including fire rated frames, do not require grouting. Grouting is not recommended for frames in drywall.
4. All fire rated frames must be installed in accordance with NFPA Pamphlet 80 and the Authority Having Jurisdiction.

**Framing applications**

Series	Steel type	Building type	Opening	Usage frequency <sup>1</sup>	KD Corner <sup>4</sup>	SUA Corner <sup>5</sup>	Applications
F16	Non-Galvannealed <sup>2</sup>	Institutional and Commercial	Interior	Heavy to extra heavy duty	✓	✓	Typical building conditions
	Galvannealed <sup>3</sup>		Mainly Exterior				High humidity and/or weather exposure
F14	Non-Galvannealed <sup>2</sup>	Institutional and Commercial	Interior	Extra heavy to maximum duty	✓	✓	Typical building conditions
	Galvannealed <sup>3</sup>		Mainly Exterior				High humidity and/or weather exposure
F12	Galvannealed <sup>3</sup>	Institutional and Commercial	Interior and exterior	Maximum duty	N/A	✓	Maximum traffic building conditions
							High humidity and/or weather exposure

- 1 Usage frequency is based on ANSI A250.8-2017 (SDI 100)
- 2 Commercial quality cold rolled steel
- 3 Reinforcements for galvannealed frames are also galvannealed
- 4 Knock-Down for field assembly prior to installation
- 5 Set-up and Welded for installation as a pre-welded unit



# HEAVY DUTY GRADE 1 DOOR CLOSER

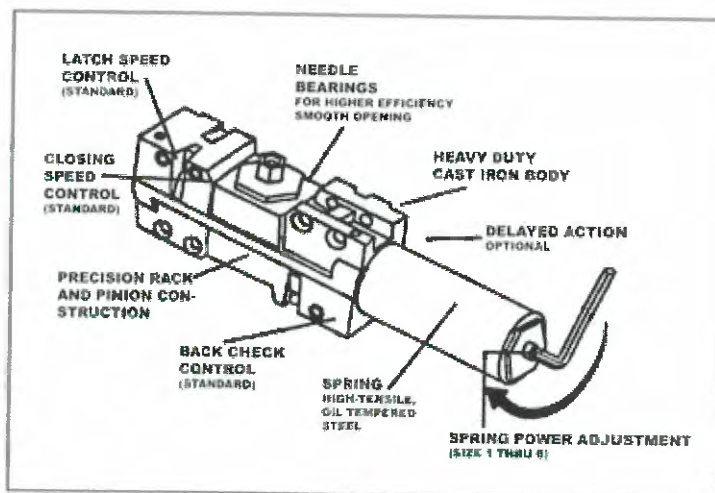
# QDC40A



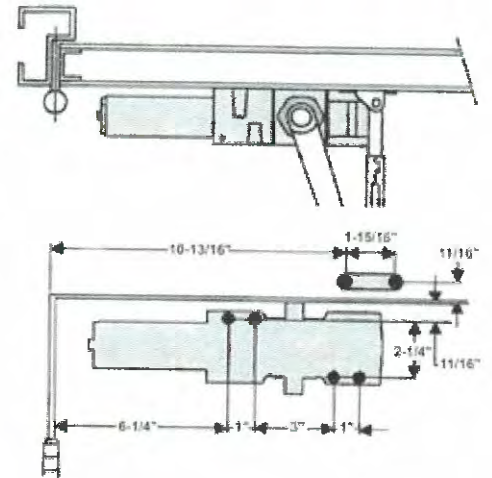
## Feature Highlights:

- For heavy traffic areas, exterior or interior
- Heavy duty cast iron body, non handed
- Precision rack and pinion construction
- Regular arm standard, Friction Hold-Open, Cush, and Hold-Open and Cush are optional
- Tri-Style installation: includes hardware and brackets to allow for regular, top jamb, and parallel arm installation
- Adjustable spring power from size 1 to size 6, factory preset size 3
- Separate and adjustable Latch, Sweep and Backcheck valves standard
- Optional Adjustable Delayed action (DA) / barrier free (BF) for elderly or handicapped
- UL listed molded plastic full cover standard, metal cover optional
- All-weather fluid, allowing door closer to perform in temperatures ranging from -31° F to 140° F
- Needle Bearing for higher efficiency
- 1-1/2" (38 mm) diameter piston
- 5/8" (16 mm) diameter pinion
- 2-5/16" (58 mm) projection (standard cover)
- Door Opening: regular arm 120°, parallel arm 180°, and top jamb 120°
- Finish: Aluminum and Duro stock finishes, other finishes upon request
- LCN 4040 compatible model

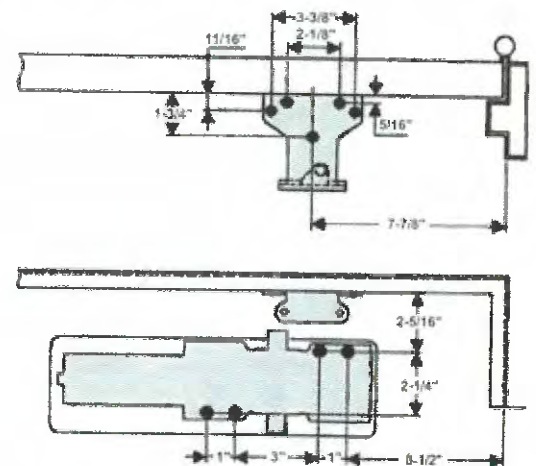
## Profile:



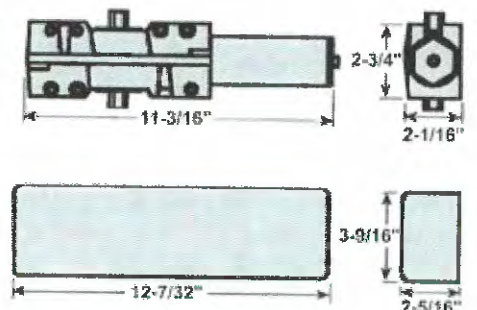
## Pull Side Installation



## Push Side Installation



## Closer Body







# QDC40A

## HEAVY DUTY GRADE 1 DOOR CLOSER

### Options

- Available arms: Friction Hold-Open, Cush (2x), and Cush and Hold-Open
- Drop Plate: please refer to drop plate section

### Arms



- **Friction Hold Open Arm (Standard)**  
Heavy duty parallel hold-open adjustable arm.  
QDC ARM-01-40A



- **Cush Arm**  
Heavy duty parallel cush arm.  
QDC ARM-02-40A



- **Hold-Open and Cush Arm**  
Heavy duty parallel hold-open and cush arm.  
QDC ARM-03-40A

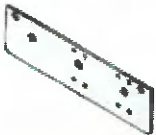


- **Slide Track Arm**  
QDC40A-TRACK

### Drop Plates

#### • QDC40A-18

Required for hinge side mount where top rail is less than 3 3/4" (95 mm) measured from the top. Plate requires top rail minimum 2" (51 mm) in height.



#### • QDC40A-18TJ

Applicable in places where head frame face is less than 3 1/2" (89mm) in height. Plate requires 1 3/4" (44 mm) minimum head frame.



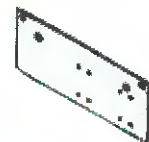
#### • QDC40A-18G

Applicable in places where top of head frame in flush with ceiling condition. Plate requires 1 3/4" (44 mm) minimum head frame.



#### • QDC40A-18PA

Required for parallel arm mounting where top rail is less than 5 1/2" (140 mm), measured from the top. Plate requires 2" (51 mm) minimum top rail.



### Code Compliance

- UL & ULC listed
- Meets Grade 1 requirements of ANSI/BHMA A156.4
- Adjustable to meets requirements of the Americans with Disabilities Act



### Important Notes - Door Closers for Low Opening Force Applications:

Door closers installed in openings required to meet the requirements of The Americans with Disabilities Act of ANSI Standard A117.1, when adjusted to meet those requirements, may not provide adequate closing power to dependably close and latch the door.



HOW TO ORDER

QDC40A Door Closer

Series	Arm Type	Delayed Action	Finishes
QDC40A: Heavy duty Closer	Blank: Regular Arm (Standard) 01: HOA, Hold-Open Arm 02: CUSH, CUSH Arm 03: HCUSH, Hold-Open CUSH Arm TRACK: Slide Track Arm	Blank: No Delayed Action DA: Delayed Action	AL: Aluminum DU: Duro

Order Sample

QDC40A -HCUSH-DA-AL

QDC40A: Heavy duty closer  
 HCUSH: Hold-Open and CUSH Arm  
 DA: Delayed Action  
 AL: Aluminum

QDC40A Drop Plate

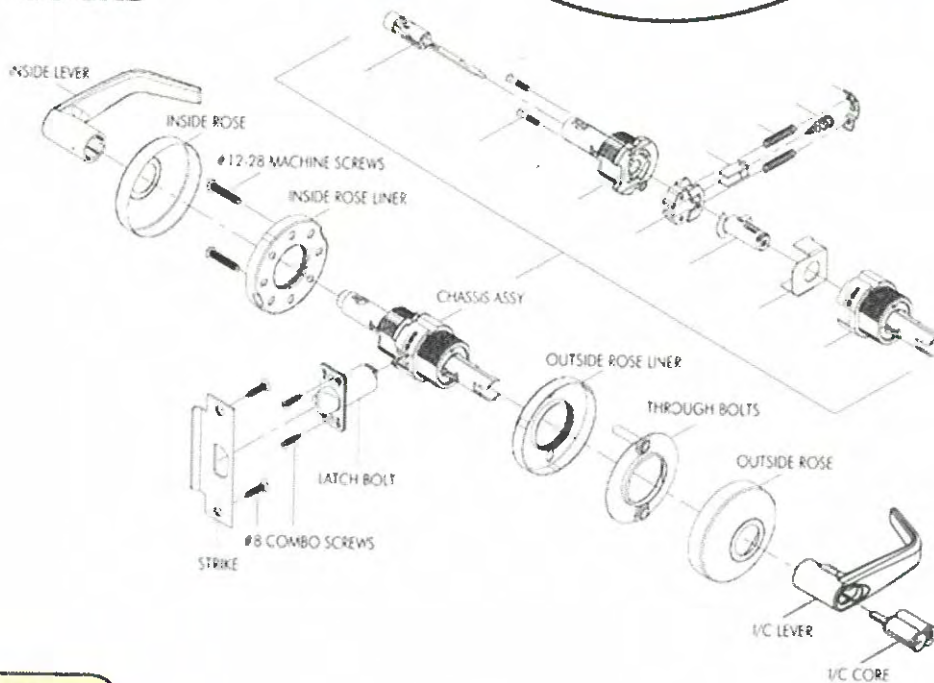
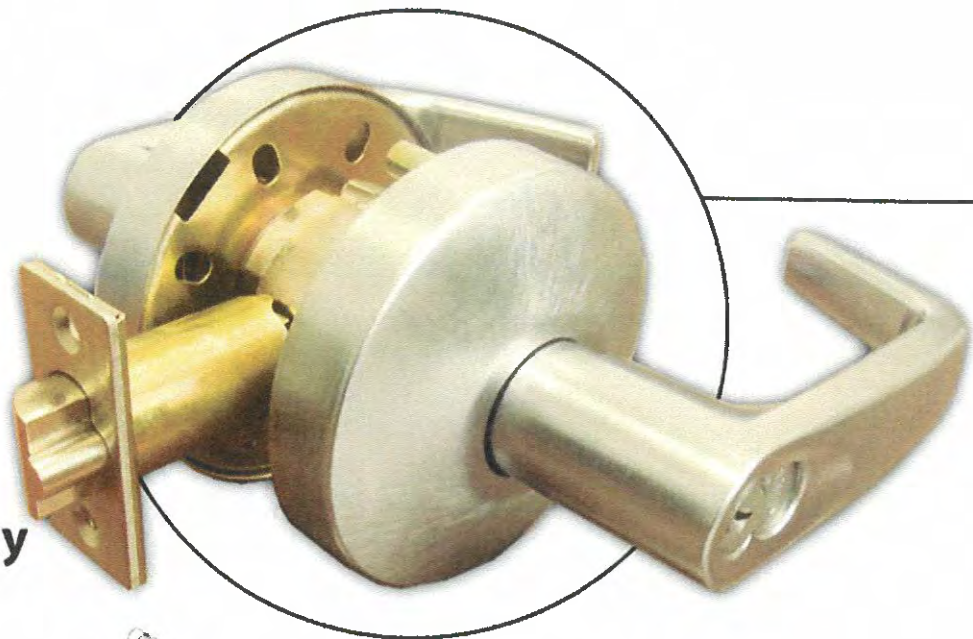
Series	Finishes	Example:
QDC40A-18: for hinge side mount QDC40A-18G: for head frame flush with ceiling QDC40A-18TJ: Head frame less than 3 1/2" QDC40A-18TJ: for parallel arm mounting	AL: Aluminum DU: Duro	<p style="text-align: right;"><u>QDC40A-18-AL</u></p> <p>QDC40A-18: Friction Hold-Open Arm AL: Aluminum</p>

QDC-40A Arm

Series	Finishes	Example:
QDC ARM-01-40A: Friction Hold-Open Arm QDC ARM-02-40A: Cush Arm QDC ARM-03-40A: Cush and Hold-Open Arm QDC40A-TRACK	AL: Aluminum DU: Duro	<p style="text-align: right;"><u>QDC ARM-01-40A-AL</u></p> <p>QDC ARM-01-40A: Friction Hold-Open Arm AL: Aluminum</p>



## MB1A Series ANSI Grade 1 Extra Heavy Duty Lever Locks



### FEATURES:

- Heavy duty chassis, through bolt trim with various lever styles available.
- Strong cast and machined stainless steel hubs.
- Heavy duty return springs provide resistance to lever sag.
- Tested to over 4,000,000 cycles which exceeds the ANSI standard for Grade 1 cylindrical locks.
- Heavier rose liner material provides greater attack resistance.
- Heat treated, heavy gauge cold rolled steel allows 1000 inch-pounds of torque to be applied to the locked lever without allowing access.
- Threaded inside and outside rose assembly adjustable for door thickness without removing keyed lever.
- Exceeds Grade 1 abusive locked lever torque.



# MB1A Series Lever Locks

## SPECIFICATIONS:

- Door Thickness** - 1-3/8" to 2" wood or metal door standard, 2-1/4" is available.
- Backset** - 2-3/4" standard; 2-3/8", 3-3/4" and 5" optional.
- Latchbolt** - 1/2" throw deadlatch, UL listed, self-adjusting faceplate;  
3/4" throw fire door deadlatch available.
- Handing** - Non-handed.
- Strike** - S1 ANSI strike standard, S2 T strike optional.
- Lever Handles** - Solid zinc diecast levers, wrought brass roses, concealed screws.  
I/C core version standard.
- Door Preparation** - ANSI A115.2, through bolt installation.
- Interchangeable Core (Standard)** - 6 or 7 pin with nickel silver keys, compatible with Best® and Falcon® cores.
- Masterkeyed** - Can be masterkeyed or grand masterkeyed and construction key systems available.
- Finishes** - 605, 606, 612, 613, 625 and 626.
- Certifications** - UL listed for "A" label (3 hour) single swinging door (4'x8'). ETL certified for ANSI/BHMA A156.2, Series 4000 Grade 1.
- Warranty** - SEVEN (7) YEAR manufacturer's limited warranty.

### Lever Handles

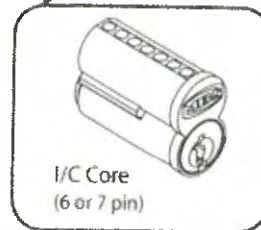


14 Style

15 Style

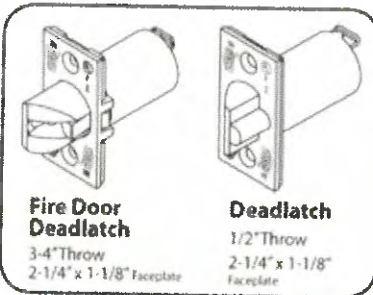
16 Style

### Cylinders



I/C Core  
(6 or 7 pin)

### Latches



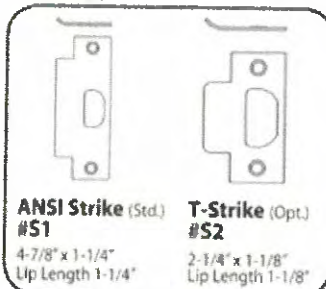
**Fire Door Deadlatch**

3-4" Throw  
2-1/4" x 1-1/8" Faceplate

**Deadlatch**

1/2" Throw  
2-1/4" x 1-1/8" Faceplate

### Strikes



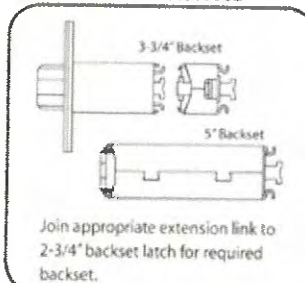
**ANSI Strike (Std.) #S1**

4-7/8" x 1-1/4"  
Lip Length 1-1/4"

**T-Strike (Opt.) #S2**

2-1/8" x 1-1/8"  
Lip Length 1-1/8"

### Extension Links



Join appropriate extension link to 2-3/4" backset latch for required backset.

**Certifications - UL Listed:**  
Listed by Underwriter Laboratories for use on 1 1/8" to 2" solid single swinging doors (4'x8').  
UL 10C (ANSI A115.2)

**ANSI**  
American National Standard ANSI A156.2, Series 4000 Grade 1 (formerly FF-41-100C Series 161)

**BHMA**  
CERTIFIED

Finish	BHMA	US	Description
605	2		Bright brass
606	4		Leads brass
612	10		Wrought brass
613	10B		oxidized lead brass of polished
625	25		bright chromium plated
626	25D		satin chromium plated
629	10S12		bright stainless steel
630	10S12D		satin stainless steel

### How To Order

Model Series	Backset	Function Code	Lever Handle	Finish	Strike	Options
MB1A	3	01	#14	626	S1	S1
MB1A I/C Core	2 - 2-3/8" 3 - 2-3/4"	See Function Chart	#14 #15 #16	605 606 612 613 625 626	S1 - ANSI Strike S2 - T Strike	AL - Abrasive Lever LL - Lead Lined <b>NOTE:</b> Specify Inside (I), Outside (O), or Both (B) for AL option

If not specified at time of order, the default will be 2 3/4" backset, 15 Lever, 626 Finish, S1 Strike MB1-093K drop-in door adaptor kit for Best 9K hole prep is available and sold separately.

### The following items are purchased separately:

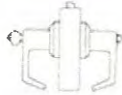
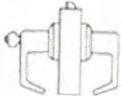
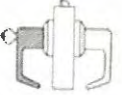
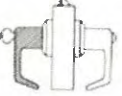
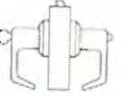
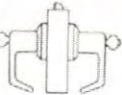
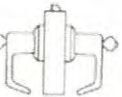
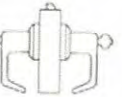
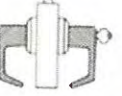
- S1-7/8-finish 7/8" flat lip strike (605, 606, 612, 613, 630)
- MB1-3/4-finish 3/4" throw fire door deadlatch (605, 606, 612, 613, 630)
- MB1-L4-3-3/4 Extension link for 3-3/4" backset latch
- MB1-L5-5 Extension link for 5" backset latch

H1 function requires special core and Hotel throw member 25647 7-pin, 25648 6-pin.



# FUNCTIONS

## MB1A Series Lever Locks

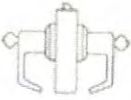

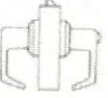
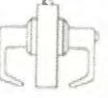
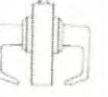

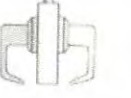

	Description	Outside Lever		Inside Lever	
		Latch operated by	Locked by	Unlocked by	Locked by
<b>Single Keyed Functions</b>					
<b>01 - Entrance</b> AB F109 	<ul style="list-style-type: none"> <li>Rotating the inside lever, OR</li> <li>Rotating the outside lever only when the inside push button is out, OR</li> <li>Turning the key in the outside lever</li> </ul>	<ul style="list-style-type: none"> <li>Pushing the inside button, OR</li> <li>Pushing and turning the inside button. Turning the button keeps the outside lever locked until the button is turned back.</li> </ul>	<ul style="list-style-type: none"> <li>Turning the key in the outside lever, (only when the button is not turned) OR</li> <li>Rotating the inside lever, (only when the button is not turned), OR</li> <li>Closing the door (only when the button is not turned)</li> </ul>	Cannot be locked	Always unlocked
<b>03 - Classroom</b> R F84 	<ul style="list-style-type: none"> <li>Rotating the inside lever, OR</li> <li>Turning the key in the outside lever OR</li> <li>Rotating the outside lever when not locked by key</li> </ul>	Turning the key in the outside lever	Turning the key in the outside lever	Cannot be locked	Always unlocked
<b>05 - Storeroom</b> D F86 	<ul style="list-style-type: none"> <li>Turning the key in the outside lever, OR</li> <li>Rotating the inside lever</li> </ul>	Always locked	Cannot be unlocked	Cannot be locked	Always unlocked
<b>H1 - Hotel Guest Room</b> H1 F93 	<ul style="list-style-type: none"> <li>Rotating the inside lever, OR</li> <li>Turning the key in the outside lever only when the inside push button is out, OR</li> <li>Removing the core with a control key and using a special emergency key</li> </ul>	Always locked	Key block feature is released by: <ul style="list-style-type: none"> <li>Rotating the inside lever, OR</li> <li>Closing the door</li> </ul>	Cannot be locked	Always unlocked
<b>PUSHING THE INSIDE BUTTON PROJECTS AN OCCUPIED INDICATOR IN THE OUTSIDE LEVER AND BLOCKS ALL OPERATING KEYS</b>					
<b>T - Dormitory</b> T F90 	<ul style="list-style-type: none"> <li>Rotating the inside lever, OR</li> <li>Rotating the outside lever when not locked by key or push button</li> </ul>	<ul style="list-style-type: none"> <li>Turning the key in the outside lever, OR</li> <li>Pushing the button on the inside lever</li> </ul>	<ul style="list-style-type: none"> <li>Turning the key in the outside lever, OR</li> <li>Rotating the inside lever (only when locked by push button), OR</li> <li>Closing the door (only when locked by push button)</li> </ul>	Cannot be locked	Always unlocked
<b>Double Keyed* Functions</b>					
<b>02 - Storeroom*</b> G F91 	<ul style="list-style-type: none"> <li>Rotating the outside lever, when not locked by key, OR</li> <li>Rotating the inside lever when not locked by key</li> </ul>	<ul style="list-style-type: none"> <li>Turning the key in the inside lever, OR</li> <li>Turning the key in the outside lever</li> </ul>	<ul style="list-style-type: none"> <li>Turning the key in the inside lever, OR</li> <li>Turning the key in the outside lever</li> </ul>	<ul style="list-style-type: none"> <li>Turning the key in the inside lever, OR</li> <li>Turning the key in the outside lever</li> </ul>	<ul style="list-style-type: none"> <li>Turning the key in the inside lever, OR</li> <li>Turning the key in the outside lever</li> </ul>
<b>04 - Communicating*</b> S F80 	<ul style="list-style-type: none"> <li>Turning the key in the inside lever, OR</li> <li>Turning the key in the outside lever, OR</li> <li>Rotating the inside or outside lever (if unlocked)</li> </ul>	Turning the key in the outside lever	Turning the key in the outside lever	Turning the key in the inside lever	Turning the key in the inside lever
<b>TURNING THE KEY IN EITHER LEVER, LOCKS OR UNLOCKS ITS OWN LEVER INDEPENDENTLY.</b>					
<b>06 - Corridor</b> C F88 	<ul style="list-style-type: none"> <li>Rotating the inside lever, OR</li> <li>Rotating the outside lever when not locked by key, OR</li> <li>Turning the key in the outside lever</li> </ul>	Turning the key in the inside lever	Turning the key in the inside lever	Cannot be locked	Always unlocked
<b>09 - Institutional*</b> W F87 	<ul style="list-style-type: none"> <li>Turning the key in the inside lever OR</li> <li>Turning the key in the outside lever</li> </ul>	Always locked	Cannot be unlocked	Always locked	Cannot be unlocked

\*Attention: Locksets that secure both sides of the door are controlled by building codes and the Life Safety Codes. In an emergency situation, failure to quickly unlock the inside lever could be hazardous or even fatal.



# FUNCTIONS

## MB1A Series Lever Locks

	Description	Outside Lever		Inside Lever	
		Latched operated by	Locked by	Unlocked by	Locked by
<b>Double Keyed* Functions (Continued)</b>					
<b>IN - Intruder</b>  IN	<ul style="list-style-type: none"> <li>Rotating inside lever, OR</li> <li>Rotating outside lever only when not locked by inside or outside key</li> </ul>	<ul style="list-style-type: none"> <li>Turning key in the inside lever, OR</li> <li>Turning the key in the outside lever</li> </ul>	<ul style="list-style-type: none"> <li>Turning key in the inside lever OR</li> <li>Turning the key in the outside lever</li> </ul>	Cannot be locked	Always unlocked
<b>Keyless Functions</b>					
<b>10 - Patio</b>  P F77	<ul style="list-style-type: none"> <li>Rotating the inside lever, OR</li> <li>Rotating the outside lever only when the inside push button is out</li> </ul>	Pushing the inside button	<ul style="list-style-type: none"> <li>Rotating the inside lever, OR</li> <li>Closing the door</li> </ul>	Cannot be locked	Always unlocked
<b>14 - Time Out</b>  TO	<ul style="list-style-type: none"> <li>Rotating the inside lever, OR</li> <li>Rotating the outside lever only when the inside push button is out</li> </ul>	Pushing and holding the inside button	Releasing the inside button	Cannot be locked	Always unlocked
<b>20 - Privacy</b>  L F76	<ul style="list-style-type: none"> <li>Rotating the inside lever OR</li> <li>Rotating the outside lever only when the inside push button is out</li> </ul>	Pushing the inside button	<ul style="list-style-type: none"> <li>Rotating the outside slotted button, OR</li> <li>Rotating the inside lever, OR</li> <li>Closing the door</li> </ul>	Cannot be locked	Always unlocked
<b>30 - Passage</b>  N F75	<ul style="list-style-type: none"> <li>Rotating the inside lever OR</li> <li>Rotating the outside lever</li> </ul>	Cannot be locked	Always unlocked	Cannot be locked	Always unlocked
<b>40 - Single Dummy Trim</b>  1 DT	This is a single, surface-mounted lever for an inactive door or a non-latching door.				
<b>50 - Exit</b>  NX F89	Rotating the inside lever	Always locked	Always locked	Cannot be locked	Always unlocked
<b>60 - Exit</b>  Y	Rotating the inside lever			Cannot be locked	Always unlocked

Out of an abundance of caution, MBS has elected to place the Proposition 65 warning on all products shipped to California.



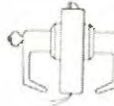
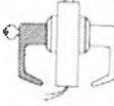
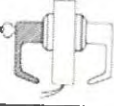
**WARNING:** These products can expose you to chemicals including chromium, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

\*Attention: Locksets that secure both sides of the door are controlled by building codes and the Life Safety Codes. In an emergency situation, failure to quickly unlock the inside lever could be hazardous or even fatal.






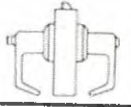
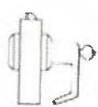

# FUNCTIONS

## MB1A Series Lever locks

	Description	Outside Lever		Inside Lever	
		Latched by	Locked by	Unlocked by	Locked by
<b>Electromechanical Functions</b>					
<b>**EL - Electrically Locked</b> 	<ul style="list-style-type: none"> <li>Rotating the inside lever, OR</li> <li>Rotating the outside lever only when the power is off, OR</li> <li>Turning the key in the outside lever</li> </ul>	<ul style="list-style-type: none"> <li>Applying 24 Volts DC</li> <li>Outside lever remains locked only while power is on</li> </ul>	Switching off 24 Volts DC	Cannot be locked	Always unlocked
<b>**EU - Electrically Unlocked</b> 	<ul style="list-style-type: none"> <li>Rotating the inside lever, OR</li> <li>Rotating the outside lever only when power is on, OR</li> <li>Turning the key in the outside lever</li> </ul>	Switching off 24 Volts DC	<ul style="list-style-type: none"> <li>Applying 24 Volts DC</li> <li>Outside lever remains unlocked only while power is on</li> </ul>	Cannot be locked	Always unlocked
<b>**RX - Storeroom Lock</b> 	<ul style="list-style-type: none"> <li>Rotating the inside lever, OR</li> <li>Turning the key in the outside lever</li> </ul>	Always locked	Cannot be unlocked	Cannot be locked	Always unlocked

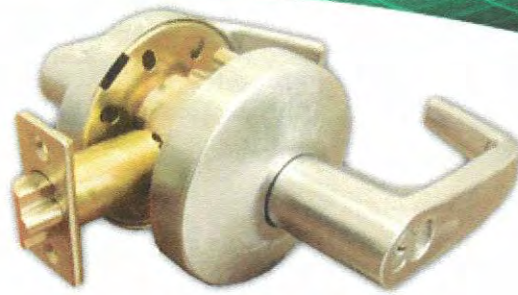
\*\*A microswitch attached to the chassis is activated when the inside lever is rotated. Switch signals use of the inside lever to security systems allowing non-disruptive egress.

### Special Functions

<b>00 - Office</b> B F82 	<ul style="list-style-type: none"> <li>Rotating the inside lever, OR</li> <li>Rotating the outside lever only when inside push button is out, OR</li> <li>Turning the key in the outside lever</li> </ul>	Pushing the inside button	<ul style="list-style-type: none"> <li>Turning the key in the outside lever, OR</li> <li>Rotating the inside lever</li> </ul>	Cannot be locked	Always unlocked
<b>07 - Dormitory or Storeroom</b> A F81 	<ul style="list-style-type: none"> <li>Rotating the inside lever, OR</li> <li>Rotating the outside lever only when inside turn button is unlocked position, OR</li> <li>Turning the key in the outside lever</li> </ul>	Turning the inside button	Turning the inside button	Cannot be locked	Always unlocked
<b>15 - Service Station</b> E F92 	<ul style="list-style-type: none"> <li>Rotating the inside lever, OR</li> <li>Rotating the outside lever - only when the inside push button is out, OR</li> <li>Turning the key in the outside lever</li> </ul>	<ul style="list-style-type: none"> <li>Pushing the inside button, OR</li> <li>Pushing and turning the inside button. Turning the button keeps the outside lever locked until the button is turned back.</li> </ul>	<ul style="list-style-type: none"> <li>Turning the key in the outside lever,</li> <li>Rotating the inside lever,</li> <li>Closing the door - only when the button is not turned,</li> <li>Turning back the slotted button</li> </ul>	Cannot be locked	Always unlocked
<b>21 - Hospital Privacy</b> 	<ul style="list-style-type: none"> <li>Rotating the inside lever, OR</li> <li>Rotating the outside lever only when inside push button is out</li> </ul>	Pushing the inside button	<ul style="list-style-type: none"> <li>Turning the turn button in the outside lever, OR</li> <li>Rotating the inside lever, OR</li> <li>Closing the door.</li> </ul>	Cannot be locked	Always unlocked
<b>63 - Exit*</b> 	Turning the key in the inside lever, OR rotating the inside lever when not locked by key			Turning the key in the inside lever	Turning the key in the inside lever
<b>63 - YD*</b> 	Turning the key in the inside lever			Always fixed	Cannot be unlocked

\*Attention: Locksets that secure both sides of the door are controlled by building codes and the Life Safety Codes. In an emergency situation, failure to quickly unlock the inside lever could be hazardous or even fatal.





## Cylindrical Locks with Clutching Mechanism

- Vandal resistant clutching mechanism in outside trim assembly
- Ideally suited for hospitals, schools, universities, factories, offices and other areas requiring more security
- Top quality, added security
- Wrought rose or escutcheon made of brass
- Available with small or large format interchangeable core or standard cylinder
- 3 Solid-touch grip levers
- Available in 6 attractive BHMA finishes – 605, 606, 612, 613, 625, 626
- Levers ADA compliant
- UL listed 3-hour fire rating
- ANSI Grade 1
- Seven (7) year manufacturer's limited warranty

### Available Functions:

- 01 Entrance
- 03 Classroom
- 05 Storeroom
- 09 Institutional
- 20 Privacy
- 00 Office, B function
- IN Intruder
- T Dormitory
- EL Electrically Locked
- EU Electrically Unlocked
- RX Request to Exit

Model Series	Backset	Function Code	Lever Handle	Finish	Strike	Options
MB1CA	3	01	#14	626	S1	
MB1CA I/C Core clutching	2 - 2-3/8" 3 - 3-3/4"	See Function List On Right	#14 #15 #16	605 606 612 613 625 626	S1 - ANSI strike S2 - T Strike	AL - Abrasive Lever LL - Lead Lined NOTE: Specify Inside (I), Outside (O), or Both (B) for AL option

If not specified at time of order, the default will be 2 3/4" backset, 15 Lever, 626 Finish, S1 Strike  
MB1-093K drop-in door adaptor kit for Best 9K hole prep is available and sold separately.

### The following items are purchased separately:

- S1-7/8-finish 7/8" flat lip strike (605, 606, 612, 613, 630)
- MB1-3/4-finish 3/4" throw fire door deadlatch (605, 606, 612, 613, 630)
- MB1-L4-3-3/4 Extension link for 3-3/4" backset latch
- MB1-L5-5 Extension link for 5" backset latch

Model Series	Backset	Function Code	Lever Handle	Finish	Strike	Power	RX	Options
MB1A	3	EU	15	626	S1	24v	RX	
MB1A I/C Core MB1CA	2 - 2-3/8" 3 - 3-3/4"	EL EU	#14 #15 #16	605 606 612 613 625 626	S1 - ANSI strike S2 - T Strike	24v (standard) 12v (optional)	RX (standard)	AL - Abrasive Lever LL - Lead Lined NOTE: Specify Inside (I), Outside (O), or Both (B) for AL option

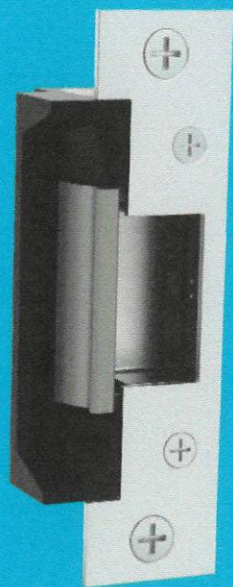
Model Series	Backset	Function Code	Lever Handle	Finish	Strike	RX	Options
MB1A	3	05	15	626	S1	RX	
MB1A I/C Core MB1CA	2 - 2-3/8" 3 - 3-3/4"	05	#14 #15 #16	605 606 612 613 625 626	S1 - ANSI strike S2 - T Strike	RX (standard)	AL - Abrasive Lever LL - Lead Lined NOTE: Specify Inside (I), Outside (O), or Both (B) for AL option



# HES<sup>®</sup> 5200 Electric Strike

ASSA ABLOY

The global leader in  
door opening solutions



## The Grade 1 solution with horizontal adjustability.

### Horizontal Adjustability

- Easily adjusts once installed to accommodate for the position of the latchbolt
- Simple installation process

### Versatile Design

- Field selectable fail secure/fail safe
- Accommodates latchbolts up to 3/4" throw
- Plug-in connector and trim enhancer included

### Tested for Durability

- ANSI/BHMA A156.31, Grade 1
- Static strength 1,500 lbs, Dynamic strength 70 ft lbs
- Endurance 1 million cycles



Grade 1



SecuriCare  
Warranty



Cylindrical  
Locksets



Field Selectable  
(Fail secure  
/Fail safe)



Dual Voltage  
12/24



PoE  
Friendly



Outdoor  
Rated



Burglary  
Rated

# Low Profile | Horizontal Adjustment | Latchbolts

## Dimensions

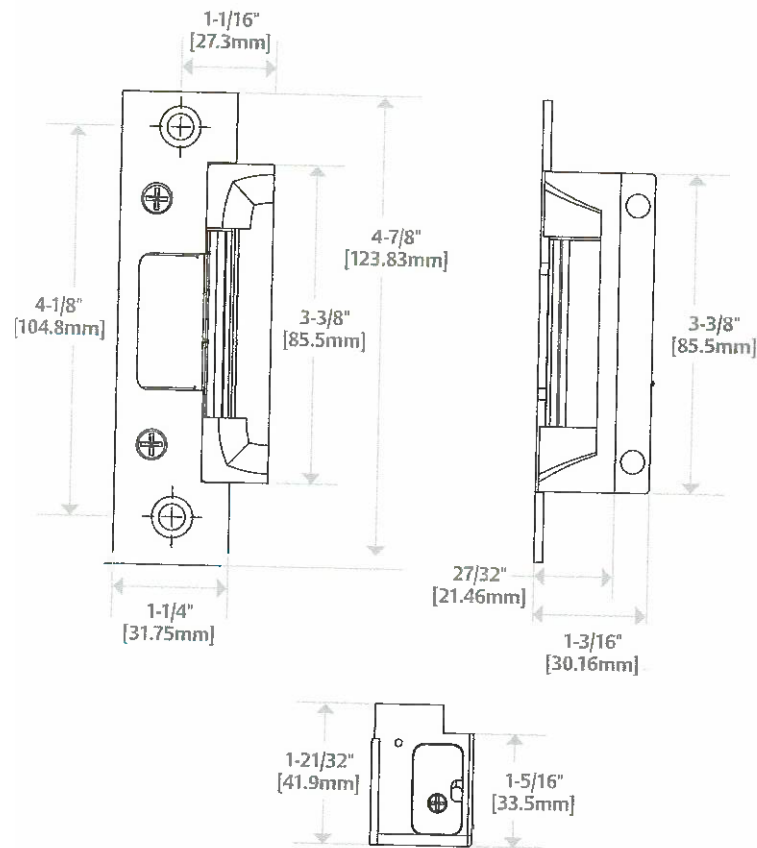


Diagram shown with 501 Option

## Specifications

### Certifications

- ANSI/BHMA A156.31, Grade 1
- UL 1034 burglary-resistant listed
- UL 294 listed
- RoHS compliant

### Frame Application

- Metal
- Wood

### Electrical (DC Continuous Duty)

- Dual voltage 12/24 VDC/VAC
- 240 mA at 12 VDC/120 mA at 24 VDC
- PoE friendly

## Features

### Standard Features

- Tamper-resistant
- Static strength 1,500 lbs
- Dynamic strength 70 ft-lbs
- Endurance 1 million cycles
- Field selectable fail secure/fail safe
- In-frame horizontal adjustment
- Non-handed
- Internally mounted solenoid
- Accommodates 5/8" - 3/4" latchbolt (3/4" with 1/8" door gap)
- Strike body depth 1-3/16"

- Plug-in connector
- Trim enhancer included
- SecuriCare five-year, no-fault, no questions asked warranty

### Optional Features

- **LBM** Latchbolt monitor
- **LBSM** Latchbolt strike monitor

### Accessories

- **5200-500** Filler block for retro-fit applications
- **150** Strike latch guard
- **HES-CUT-MTK** Metal template kit
- **2001M** Plug-in bridge rectifier
- **2004M** ElectroLynx® adapter
- **2005M3** SMART Pac® III
- **2006M** Plug-in buzzer
- **5204-1/2** 1/2" stackable lip extension
- **5204-1** 1" stackable lip extension
- **5204-1-1/4** 1-1/4" stackable lip extension

## How to Order

Series	Model	Finish*	Option (s)
<b>5200</b>	—	<b>— 630</b>	<b>— LBM</b>
<b>5200</b> Universal Electric Strike; Faceplates ordered separately	<b>C*</b> Complete Electric Strike; Includes the 501 and 501A faceplates	<b>605</b> Bright Brass <b>606</b> Satin Brass <b>612</b> Satin Bronze <b>613</b> Bronze Toned <b>629</b> Bright Stainless Steel <b>630</b> Satin Stainless Steel <b>BLK</b> Black	<b>LBM</b> Latchbolt Monitor <b>LBSM</b> Latchbolt Strike Monitor

\*Complete Pacs are only available in the 630 finish

ELECTRONIC SECURITY HARDWARE

HES | Securiton

800.626.7590 | [assaabloyesh.com](http://assaabloyesh.com) | [customerservice.esh@assaabloy.com](mailto:customerservice.esh@assaabloy.com)

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**EXHIBIT "E"**  
**BIDDER'S QUESTIONNAIRE**

**ITB No. 22-01**

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? 37
  
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Brevard, Indian River or Volusia Counties, for which you are now, or have within the past five (5) years, provided services similar to that called for in the Invitation to Bid.  
See attached.
  
3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.  
See attached.
  
4. Have you personally completed a plan for performance of the work?  
Yes.
  
5. Have you ever failed to complete work awarded to you? If so, when, where and why?  
NO
  
6. What equipment do you own that is available for work?  
Pressure washers, dump trailer, demo Saws,  
All tools / equipment necessary to complete the task.
  
7. Has your company ever been debarred or held in default in Brevard, Indian River or Volusia Counties or elsewhere by any other governmental entity? NO
  
8. How many employees (Contractors only) will be assigned to perform the services? 4-6

9. How many supervisors will be assigned to perform the services? 1 Project Manager / Supervisor
10. Will personnel be part of a regular crew assigned to perform the services? Yes  No
11. Will you be able to provide service for emergency situations? Yes   
No \_\_\_\_\_ If so, how much notice is required? 24 hrs.
12. What equipment do you own that is available to complete the Project?  
We own all equipment that will be necessary to complete the project.

Please attach copies of any licenses, awards, certificates, etc., that you may have.

**END OF BIDDER'S QUESTIONNAIRE**

EXHIBIT "E"

BIDDERS QUESTIONNAIRE

ITB No. 22-01

Attached Sheet for Question #2 – List below the names, addresses and telephone numbers of organizations, governmental, private or both located in Brevard, Indian River or Volusia Counties, for which you are not, or have within the past (5) years, provided services similar to that called for in the invitation to Bid.

City of Palm Bay – Andrew Orndorff – 120 Malabar Road Palm Bay, FL 32909 – 321-952-3400 x7035

Eastern Florida State College – Mike Jones – 1519 Clearlake Rd. Cocoa, FL 32922 – 321-433-7203

Indian River County – Chuck Belcher – 1800 27<sup>th</sup> St. Vero Beach, FL – 772-226-3491

Collins Aerospace – Michael Benson – 1100 W. Hibiscus Blvd Melbourne, FL 321-768-7240

Patrick Air Force Base – 45<sup>th</sup> Medical Group – Donald Ahlin – 1381 South Patrick Drive, Patrick Air Force Base, FL 32925 – 321-482-0400

Patrick Air Force Base – FSI – Rick Davis - 1381 South Patrick Drive, Patrick Air Force Base, FL 32925 – 321-494-8500

Reneasas – Elias Wanna – 1650 Robert J Conlan Blvd. Palm Bay, FL 32905 – 321-724-7438

Brevard County School District – Chris Marshall – 2700 Judge Fran Jamison Way Viera, FL 32940 – 321-633-1000

# DANE CONTRACTING, INC.

MAILING ADDRESS  
P.O.BOX 033663  
INDIALANTIC, FLORIDA 32903

PHYSICAL ADDRESS  
2680 KIRBY CIRCLE NE  
PALM BAY, FLORIDA 32905

TELEPHONE: 321-768-1361  
FAX: 321-676-7868  
EMAIL: danecontracting@cfl.rr.com

## Business Profile:

1. Type of Organization: Corporation. Certified General Contractors. Federal ID# 59-253-1045
2. Length of Time in Business: Dane Contracting, Inc. was established in 1985. William Blair has held his Contractor's License (CGC1523663) continuously since 2015.
3. Organizational Chart:

### Officers:

President	Kendall Blair
Corporate Secretary	William Blair

## Description of Operations:

We have an established customer base; including schools, colleges, defense contractors, and subcontractors that also need our services. Upon receiving our typical job, we subcontract mechanical, electrical, specialty trades, and perform ourselves walls, doors, and painting. Our customers may choose to self-perform portions of the job that we typically subcontract out. Sometimes we work on a time and material basis, other times we work on fixed priced jobs. William Blair estimates the jobs, then delegates the jobs as the customer schedule demands.



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA DEPARTMENT  
OF BUSINESS AND PROFESSIONAL  
REGULATION

CGC1523663  
CERTIFIED GENERAL CONTRACTOR  
BLAIR, WILLIAM RONALD  
DANE CONTRACTING, INC.

ISSUED: 08/17/2022

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES  
EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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

**LICENSE NUMBER: CGC1523663**

**EXPIRATION DATE: AUGUST 31, 2024**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BLAIR, WILLIAM RONALD  
DANE CONTRACTING, INC.  
2680 KIRBY CIRCLE NE  
PALM BAY FL 32905



ISSUED: 08/17/2022

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**EXHIBIT "F"**

**Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes**

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to Bid No. 18-xxx.

2. This sworn statement is submitted by: Dane Contracting Inc  
(name of entity submitting sworn statement)  
its business address is: 2680 Kirby Cir NE  
Palm Bay FL 32905

Federal Identification Number (FEIN) is: 52-253-1045  
(if applicable)

Social Security Number: \_\_\_\_\_  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: WILLIAM BLAIR  
(PRINT NAME of individual signing this document)

and my relationship to the entity is: VICE PRESIDENT  
(President, General Partner, etc. as applicable)

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

5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").



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

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

7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on agreements let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

(Please now indicate which additional statement below applies):

\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

\_\_\_ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

W-Bl  
SIGNATURE (of person whose name first appears above)

10/20/22  
Date

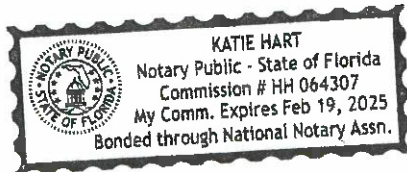
STATE OF FLORIDA )  
COUNTY OF BREVARD )

Sworn to and subscribed before me on Oct. 24, 2022, by William Blair, as VICE PRESIDENT of DANE CONTRACTING, a CORPORATION corporation/partnership, on behalf of the corporation/partnership who (check one)  is personally known to me or  has produced \_\_\_\_\_ as identification.

Katie Hart  
Signature of Notary Public

\_\_\_\_\_  
PRINTED Name of Notary

My Council expires:



**EXHIBIT "H"**

**NON-COLLUSION AFFIDAVIT**

The undersigned Bidder has not divulged to, discussed, or compared his/her/its Bid with any other Bidders and has not colluded with any other Bidder or parties to the Bid whatsoever.


**Name of Town Project:**

**"Public Restroom Renovation – Interior Renovation and Exterior Improvements"**

**Town's Invitation to Bid No.: 22-01**

William Blair - DANE CONTRACTING, Inc.

**Name of Bidder**



**SIGNATURE** of Bidder or Authorized  
Authorized Agent of Bidder

William Blair

**PRINT** Name of Bidder or  
Agent of Bidder

Vice President

**Title**  
10/20/22, 2022.

**Date**

STATE OF FLORIDA)

COUNTY OF Brevard ) ss:

Sworn to and subscribed before me on Oct. 24, 2022, by  
William Blair, as VICE PRESIDENT of  
DANE CONTRACTING INC, a CORPORATION corporation/partnership, on  
behalf of the corporation/partnership, who  is personally known to me or  has produced  
\_\_\_\_\_ as identification.

Katie Hart  
Signature of Notary Public

\_\_\_\_\_  
PRINTED Name of Notary

My Council expires:

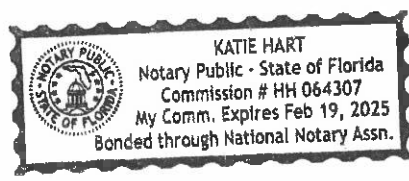


EXHIBIT "I"  
ITB NO. 22-01

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am VICE PRESIDENT of DANE CONTRACTING, the Bidder that has submitted the attached Bid;

I certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the Town (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, Contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current agreement with the Town.**

Except as set forth below, I certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the Town written notice of any other relationships (as defined above) that I enter into with the Town, its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

NONE

EXHIBIT "I"

INDEPENDENCE AFFIDAVIT  
(continued)

W-Blair  
Signature (Blue ink only)

WILLIAM BLAIR  
Print Name

VICE PRESIDENT  
Title

10/20/22  
Date

STATE OF FLORIDA )  
COUNTY OF Brevard )

Sworn to and subscribed before me on Oct 24<sup>th</sup>, 2022, by William Blair who  
(check one)  is personally known to me or  has produced \_\_\_\_\_, as  
identification.

Katie Hart  
Notary Public

\_\_\_\_\_  
PRINT Name of Notary Public

My Council expires:



EXHIBIT "J"

ITB NO. 22-01

REFERENCES

Bidder shall provide a minimum of five (5) references.

Name of company: CITY OF PALM BAY

Address: 120 MALABAR RD  
PALM BAY FL 32909

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Principal contact person(s): Peter Burghardt, Greg Minor  
Andrew Orndorff

Year agreement initiated and terminated: Ongoing

Name of company: Eastern Florida State College

Address: 1519 Clearlake Rd  
Cocoa FL 32922

Telephone number: 321-433-7203

Email address: Jonesmi@easternflorida.edu

Principal contact person(s): Mike Jones

Year agreement initiated and terminated: Continuing Contract.

Name of company: Collins Aerospace

Address: 1100 W. Hibiscus Blvd  
Melbourne FL 32901

Telephone number: 321-768-7240

Email address: Michael.benson@collins.com

Principal contact person(s): Michael Benson

Year agreement initiated and terminated: Continuing Contract

Name of company: Brevard County School District

Address: 2700 Judge Fran Tamison Way  
Viera FL 32940

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Principal contact person(s): \_\_\_\_\_

Year agreement initiated and terminated: Continuing Contract

Name of company: Patrice AFB1 FSI

Address: 1380 South Patrice Dr  
PAFD, FL 32925

Telephone number: 321-494-8500

Email address: \_\_\_\_\_

Principal contact person(s): Donald Ahlin, Rick Davis

Year agreement initiated and terminated: Continuing Contract






EXHIBIT "L"

ITB NO. 18-

x012

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges the receipt of the following addenda issued by the Town and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	8/9/22	William Blair	Vice President	
2	9/22/22	William Blair	Vice President	
3	9/28/22	William Blair	Vice President	

**EXHIBIT "M"**

**ITB NO. 22-01**

**CERTIFICATION TO ACCURACY OF BID**

The Bidder, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such forms, affidavits and documents may result in the Bid being deemed non-responsive and such Bid will not be considered.

By submitting a Bid to do the work, the Bidder certifies that a careful review of the ITB and the Agreement has taken place and that the Bidder is fully informed and understands the requirements of the ITB and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is Vice President of DAN + CONTRACTORS, the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all forms, affidavits and documents submitted in support of such Bid;
- C. All forms, affidavits and documents submitted in support of this Bid and included in this Bid are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "M"  
CERTIFICATION TO ACCURACY OF BID  
(continued)

[Signature]  
Signature (Blue ink only)

William Blair  
Print Name

Vice President  
Title

10/20/22  
Date

STATE OF FLORIDA )  
COUNTY OF Brevard ))

Sworn to and subscribed before me on Oct. 24, 2022, by William Blair who (check one)  is personally known to me or  has produced \_\_\_\_\_, as identification.

Katie Hart  
Notary Public

\_\_\_\_\_  
PRINT Name of Notary Public

My Council expires:



**EXHIBIT "O"**  
**ITB NO. 18-x012**

**DRUG-FREE WORKPLACE CERTIFICATION FORM**

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the TOWN OF MALABAR for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances 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 number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by WILLIAM BLAM the  
(PRINT Name of Authorized Agent)  
VICE PRESIDENT of DAVE CONTRACTING INC.

(Title)

(Proposer Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

10/20/22

Date

[Signature]

Signature

**EXHIBIT "A"**  
**BIDDER QUALIFICATIONS**  
**ITB NO. 22-01**

The Bidder, as a result of this Bid, MUST hold a county or municipal business tax receipt in its area of its fixed business location. The following information MUST be completed and submitted with the Bid to be considered:

1. Legal Name and Address:

Name: E.B. Morris General Contractors, Inc.

Address: 238 Canal Blvd., Suite 1

Ponte Vedra Beach

Town, State, Zip: FL 32082 Telephone/Fax: 904-998-9281

2. Specify type of entity Check One: Corporation (x) Partnership ( )  
Individual ( ) Other ( ) \_\_\_\_\_

SPECIFY

3. If Corporation, state:

Date of Incorporation: 1996 State in which Incorporated: FL

4. If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State:

5. Name and Title of Principal Officers

Date Elected:

Eric Morris, Pres, VP, Sec

1996

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. The length of time in business: 29 years (1st 3 yrs were prior to incorporation)

7. The length of time (continuous) in business in Florida:  
29 years

8. Provide a list of at least five (5) commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the Town of Malabar specifications, within the last five (5) years (see attached).

9. A copy of a county or municipal Business Tax Receipt.

SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

FDOT Flagler WIM Renovation  
**Project Title**  
286 Interstate 95, Palm Coast, FL 32164  
**Address**  
Florida Dept of Transportation  
**Owner**  
(850) 410-5540 (Paul Clark)  
**Owner's Telephone Number**  
\$ 2,121,000.00  
**Agreement Value**  
100                      April 2022  
**Percent Complete**      **Completion Date**

Ft. Frederica-Restroom Renovation  
**Project Title**  
Ft. Frederica National Monument, GA  
**Address**  
US Dept of Interior/National Park Service  
**Owner**  
(305) 242-7793 (William Vazquez)  
**Owner's Telephone Number**  
\$280,205.00  
**Agreement Value**  
100                      December 2019  
**Percent Complete**      **Completion Date**

CTC Renovation  
**Project Title**  
451 N Catherine St, Jacksonville, FL  
**Address**  
City of Jacksonville, FL  
**Owner**  
(904) 255-4331 (Jeremy Wright)  
**Owner's Telephone Number**  
\$1,175,000.00  
**Agreement Value**  
100                      December 2018  
**Percent Complete**      **Completion Date**

Ft. Matanzas - Restroom Renovation  
**Project Title**  
8635 A1A S, St. Augustine, FL  
**Address**  
US Dept of Interior/National Park Service  
**Owner**  
(239) 340-0068  
**Owner's Telephone Number**  
\$114,900.00  
**Agreement Value**  
100                      September 2018  
**Percent Complete**      **Completion Date**

10.	Have you ever failed to complete any work awarded to you?	Yes	<input checked="" type="radio"/> No
11.	Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?	Yes	<input checked="" type="radio"/> No
12.	Within the last five years, have you ever had a performance, payment or bid bond called?	Yes	<input checked="" type="radio"/> No
13.	Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the Town?	Yes	<input checked="" type="radio"/> No
14.	Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?	Yes	<input checked="" type="radio"/> No
15.	Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000.00?	Yes	<input checked="" type="radio"/> No
16.	Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?	Yes	<input checked="" type="radio"/> No
17.	Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted, fined or both for any criminal activity within the last five years?	Yes	<input checked="" type="radio"/> No
18.	Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or any inspector general office?	Yes	<input checked="" type="radio"/> No
19.	Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?	Yes	<input checked="" type="radio"/> No
20.	Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.	Yes	<input checked="" type="radio"/> No
21.	Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest	Yes	<input checked="" type="radio"/> No
<b>If yes is circled for questions 10-21, please attach a separate sheet of explanation.</b>			

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the Town of Malabar and will be a factor considered in awarding any resulting agreement. The purpose is to insure that the successful Bidders in the sole opinion of the Town of Malabar can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject agreement

**END OF BIDDER QUALIFICATIONS**

**EXHIBIT "B"  
BID FORM**

<b>Quantity</b>	<b>Unit of Measure</b>	<b>Description</b>	<b>Total</b>
1	LS	Demolition, Site Preparation	\$ 12,675.28
1	LS	Prep & Paint Ceiling, Walls, Floor Appendix 6 or Submitted Deviation	\$ 19,594.43
1	LS	Metal Roof Replacement – Include Submittal Spec	\$ 16,467.56
1	LS	Plumbing Labor & Materials	\$ 18,679.00
4	EA	Fixtures: Sinks: Appendix 6 or Submitted Deviation	\$ 37,351.39
4	EA	Fixtures Faucets: Appendix 6 or Submitted Deviation	\$ 3,335.82
3	EA	Fixtures Toilets: Appendix 6 or Submitted Deviation	\$ 4,002.98
1	LS	Fixtures Partitions: Appendix 6 or Submitted Deviation	\$ 15,260.48
1	LS	Electrical Labor & Materials	\$ 2,920.00
2	EA	LED Lighting Fixtures & Occupancy Sensors: Include Submittal Spec	\$ 7,275.07
1	LS	Install Exterior Doors & Hardware Include Submittal Spec	\$ 9,010.01
1	LS	Town Project Contingency	\$ 10,000.00
1	LS	Permit Allowance	\$ 5,000.00
		<b>Total</b>	<b>\$ 161,572.00</b>

This is a lump sum bid. Use of contingency and allowance are subject to Town approval.

**END OF BID FORM**



**EXHIBIT "E"**  
**BIDDER'S QUESTIONNAIRE**  
**ITB No. 22-01**

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? 29
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Brevard, Indian River or Volusia Counties, for which you are now, or have within the past five (5) years, provided services similar to that called for in the Invitation to Bid.

National Park Service, Canaveral National Seashore, New Smyrna, FL / William Vazquez  
(305) 242-7793

Marshall Condo, Daytona Beach, FL / Slater Marshall (206) 251-5222

3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.

SEE ATTACHED CAPABILITY STATEMENT

4. Have you personally completed a plan for performance of the work?  
Yes
5. Have you ever failed to complete work awarded to you? If so, when, where and why?  
No
6. What equipment do you own that is available for work?  
Trucks, hand tools, etc.
7. Has your company ever been debarred or held in default in Brevard, Indian River or Volusia Counties or elsewhere by any other governmental entity? No
8. How many employees (Contractors only) will be assigned to perform the services? 3

9. How many supervisors will be assigned to perform the services? 1
10. Will personnel be part of a regular crew assigned to perform the services? Yes \_\_\_ No X
11. Will you be able to provide service for emergency situations? Yes X  
No \_\_\_\_\_ If so, how much notice is required? \_\_\_\_\_
12. What equipment do you own that is available to complete the Project?  
Trucks, Hand Tools, Power tools  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach copies of any licenses, awards, certificates, etc., that you may have.

**END OF BIDDER'S QUESTIONNAIRE**

**E.B. MORRIS**  
GENERAL CONTRACTORS, INC.

**Name**                    *Eric B. Morris*  
**Position**                *Owner / Project Manager*

Experience

**1993 to Present:**     *E.B. Morris General Contractors, Inc.,  
Ponte Vedra Beach, FL*

Responsible for Development and Project Management for Construction, Renovation and Remodeling of Residential, Commercial & Government projects. Successful completion of over \$200 mill in contracts throughout the Southeast.

**1991-1993:**         *Project Manager, Taisei Construction Corp.,  
New York, NY*

Responsible for managing large-scale commercial construction & renovation projects for an International Contractor in Manhattan & Westchester Co., NY.

**1988-1991:**         *Project Manager, Environmental Design  
Partnership, Clifton Park, NY*

Responsible for overseeing design teams and construction operations for commercial development projects. Directly involved in design of residential, commercial & industrial infrastructure including wastewater treatment, storm water & domestic water distribution systems.

**1985-1988:**         *Project Superintendent, W.J. Morris  
Excavating, Inc., Saratoga Springs, NY*

Responsible for field layout and coordination for installation of roadways, underground utilities, wastewater, storm water & domestic water treatment & distribution.

Licenses Held:

CGC057425	State of Florida Certified General Contractor
CCC057213	State of Florida Certified Roofing Contractor
CFC057341	State of Florida Certified Plumbing Contractor
GCCO002148	State of Georgia Certified General Contractor

**E.B. MORRIS**  
GENERAL CONTRACTORS, INC.

**Name**                    *Jerry Della Porta*

**Position**                *Project Manager*

Experience

**1999 to Present:**        *E.B. Morris General Contractors, Inc.,  
Jacksonville, FL*

Responsible for field management of construction crews and day-to-day operations of construction projects. Scheduling, Labor and Material procurement, Permitting.

**1995 - 1999:**            *Commercial Field Auditor, State Farm  
Insurance, Malta, NY*

Responsible for auditing commercial insurance policies. As a field maintenance supervisor coordinated construction crews and subcontractors for office re-locations.

**1987 – 1995:**            *Project Superintendent, Smith Roberts  
Construction, Schuylerville, NY*

Responsible for scheduling, layout and supervision of construction crews and subcontractors on residential and commercial projects.

**1985 – 1987**            *Framing Foreman, KRB Construction,  
Inc., Saratoga Springs, NY*

Responsible for layout and coordination of framing crews for residential and commercial construction projects.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MORRIS, ERIC BROUGHAM**

E B MORRIS GENERAL CONTRACTORS INC

238 CANAL BOULEVARD

SUITE 1

PONTE VEDRA BEACH FL 32082

LICENSE NUMBER: CGC57425

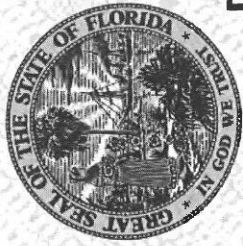
EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MORRIS, ERIC BROUGHAM**

E.B. MORRIS GENERAL CONTRACTORS, INC.

238 CANAL BOULEVARD

SUITE 1

PONTE VEDRA BEACH FL 32082

LICENSE NUMBER: CFC57341

EXPIRATION DATE: AUGUST 31, 2024

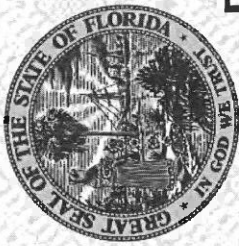
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MORRIS, ERIC BROUGHAM**

EB MORRIS GENERAL CONTRACTORS INC

238 CANAL BOULEVARD

SUITE 1

PONTE VEDRA BEACH FL 32082

**LICENSE NUMBER: CCC57213**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

This Receipt is issued pursuant to  
County ordinance 87-36

**2022/2023 ST. JOHNS COUNTY  
LOCAL BUSINESS TAX RECEIPT**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

**Account** 1063941  
**EXPIRES** September 30, 2023

**Business Type** Plumbing Contractor (L)  
**Location** 238 Canal Blvd # 1  
Ponte Vedra Beach FL 32082

**New Business**  
**Transfer**

**Business Name** **E B Morris General  
Contractors Inc**



**Tax** 18.00  
**Penalty** 0.00  
**Cost** 0.00  
**Total** 18.00

**Owner Name** E B Morris General Contractors Inc

**Mailing Address** 238 Canal Blvd Ste 1  
Ponte Vedra Beach, FL 32082

**DENNIS W. HOLLINGSWORTH  
ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

**This form becomes a receipt only when validated below**

**Paid by receipt(s) 2021-992006482 on 07/08/22 for \$18.00**



This Receipt is issued pursuant to  
County ordinance 87-36

**2022/2023 ST. JOHNS COUNTY  
LOCAL BUSINESS TAX RECEIPT**  
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

**Account** 1063939  
**EXPIRES** September 30, 2023

**Business Type** Roofing Contractor (L)  
**Location** 238 Canal Blvd # 1  
Ponte Vedra Beach FL 32082

**New Business**  
**Transfer**

**Business Name** **E B Morris General  
Contractors Inc**



**Tax** 18.00  
**Penalty** 0.00  
**Cost** 0.00  
**Total** 18.00

**Owner Name** E B Morris General Contractors Inc

**Mailing Address** 238 Canal Blvd Ste 1  
Ponte Vedra Beach, FL 32082

**DENNIS W. HOLLINGSWORTH  
ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

**This form becomes a receipt only when validated below**

**Paid by receipt(s) 2021-992006482 on 07/08/22 for \$18.00**

This Receipt is issued pursuant to  
County ordinance 87-36

**2022/2023 ST. JOHNS COUNTY  
LOCAL BUSINESS TAX RECEIPT**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

**Account** 1063937  
**EXPIRES** September 30, 2023

**Business Type** General Contractor (L)  
**Location** 238 Canal Blvd # 1  
Ponte Vedra Beach FL 32082

**New Business**  
**Transfer**

**Business Name** **E B Morris General  
Contractors Inc**



**Tax** 18.00  
**Penalty** 0.00  
**Cost** 0.00  
**Total** 18.00

**Owner Name** E B Morris General Contractors Inc

**Mailing Address** 238 Canal Blvd Ste 1  
Ponte Vedra Beach, FL 32082

**DENNIS W. HOLLINGSWORTH  
ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

**This form becomes a receipt only when validated below**

**Paid by receipt(s) 2021-992006482 on 07/08/22 for \$18.00**



**STATE OF GEORGIA**

**BRAD RAFFENSPERGER, Secretary of State**  
State Licensing Board for Residential and General Contractors  
LICENSE NO. GCQA002162

Eric Brougham Morris  
238 Canal Blvd  
Suite 1  
Ponte Vedra Beach FL 32082

Company Name: E B Morris General Contractors Inc  
Company License NO: GCCO002148  
**General Contractor Qualifying Agent**

EXP DATE - 06/30/2024 Status: Active  
Issue Date: 01/26/2009



**STATE OF GEORGIA**

**BRAD RAFFENSPERGER, Secretary of State**  
State Licensing Board for Residential and General Contractors  
LICENSE NO. GCCO002148

E B Morris General Contractors Inc  
7011 Business Park Blvd North Suite 101  
Jacksonville FL 32256

Qualifying Agent: Eric Brougham Morris  
Qualifying Agent License NO: GCQA002162  
**General Contractor Company**

EXP DATE - 06/30/2024 Status: Active  
Issue Date: 01/26/2009

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>E.B.Morris General Contractors, inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>238 Canal Blvd, Suite 1</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Ponte Vedra Beach, FL 32082</b>	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					-	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					-	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or																
Employer identification number																
5	9	-	3	3	9 9 1 4 5											

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>7.1.2019</b>
------------------	----------------------------	------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**Registration Summary**

This registration summary was generated when the MyFloridaMarketplace Terms of Use were accepted.

**General Vendor Information**

**Vendor Name:** E.B.Morris General Contractors, Inc.  
**Short Name (Does Business as):**  
**Ariba Network ID:**  
**Dun and Bradstreet Number:**  
**Website:**  
**Federal Tax ID Number:** F593399145  
**Name that appears on 1099 Form:** E.B.Morris General Contractors, Inc.

**Contacts**

Last Name	First Name	Title	Phone	Email
Morris	Eric	President	904-998-9281.x105	ebm@ebmorrisgc.com

**Locations**

EBMorris	Sequential Number: 4	
<b>P.O. Info:</b>	<b>Remit To:</b>	<b>Billing Contact:</b>
<b>Orders: EMAIL</b>	<b>Fax: 904-998-9584</b>	<b>Email: ebm@ebmorrisgc.com</b>
<b>Email: ebm@ebmorrisgc.com</b>	<b>Contact: Eric Morris</b>	<b>Fax: 904-998-9584</b>
<b>Fax: null</b>		<b>Contact: Eric Morris</b>
<b>Contact: Eric Morris</b>	<b>238 Canal Blvd</b>	
	<b>Suite 1</b>	<b>238 Canal Blvd</b>
<b>238 Canal Blvd</b>	<b>Ponte Vedra Beach, FL 32082</b>	<b>FLORIDA</b>
<b>Suite 1</b>	<b>St. Johns</b>	<b>Ponte Vedra Beach, FL 32082</b>
<b>Ponte Vedra Beach, FL 32082</b>	<b>US</b>	<b>St. Johns</b>
<b>St. Johns</b>		<b>US</b>
<b>US</b>	<b>P-card acceptance: Do not accept Purchasing Cards</b>	

**Commodity Codes**

72121100 Commercial and office building construction services

**Certified Minority Business Enterprise (CMBE)**

Non-Minority

**Solicitations Selections**

Registered for Florida Solicitations: Yes

**FL Terms of Use**

Accepted: Thu Aug 11 11:08:50 EDT 2016 by Eric Morris

**E. B. MORRIS**  
GENERAL CONTRACTORS, INC.

**CONTACT INFORMATION**

Eric B Morris

E.B.Morris General Contractors, Inc.

238 Canal Blvd, Suite 1

Ponte Vedra Beach, FL 32082

[ebm@ebmorrisgc.com](mailto:ebm@ebmorrisgc.com)

(904) 998-9281 - Phone

(904) 998-9584 - Fax

238 Canal Blvd, Suite 1, Ponte Vedra Beach, FL 32082  
phone 904-998-9281 \* fax 904-998-9584  
Florida Certified CGC57425\*CCC57213\*CFC57341  
Georgia Certified GCC002148 \* GCQA002162  
[www.ebmorrisgc.com](http://www.ebmorrisgc.com)



**TELEPHONE & FAX**

Voice: (904) 998-9281

Fax: (904) 998-9584

**ADDRESS**

238 Canal Blvd, Suite 1  
Ponte Vedra Beach, FL 32082

**WEB**

Email: [ebm@ebmorrisgc.com](mailto:ebm@ebmorrisgc.com)

Web: [www.ebmorrisgc.com](http://www.ebmorrisgc.com)

**GENERAL INFORMATION**

**Year Formed:** 1993  
**Year Incorporated:** 1996  
**State of Incorporation:** Florida  
**Corporation Type:** Subchapter S  
**DUNS Number:** 932439425  
**Cage Code:** 5LY41

**NAICS CODES**

NAICS Code/Name

- 236118 Residential Remodelers
- 236210 Industrial Building Construction
- 236220 Commercial and Institutional Building Construction
- 237210 Land Subdivision
- 238160 Roofing Contractors
- 238170 Siding Contractors
- 238190 Other Foundation, Structure, And Building Exterior Contractors
- 238220 Plumbing, Heating, And Air-Conditioning Contractors
- 238310 Drywall and Insulation Contractors
- 238320 Painting and Wall Covering Contractors
- 238330 Flooring Contractors
- 238340 Tile and Terrazzo Contractors
- 238350 Finish Carpentry Contractors

**GENERAL CONTRACTING SERVICES**

E.B. Morris General Contractors, Inc. is a full service General Contractor providing construction & renovation services to Commercial, Governmental & Residential Clients in Florida, Georgia and throughout the United States. We have a 29-year proven track record of success on projects ranging in size from \$15,000 to \$15,000,000.

**What sets us apart from the competition?**

- ⇒ Diverse Project Experience
- ⇒ Direct Owner Involvement
- ⇒ Limited simultaneous projects
- ⇒ Problem solving / "difficult" project specialists

**CORE COMPETENCIES**

- ⇒ Renovation/Repair/Remodeling
- ⇒ Commercial Construction
- ⇒ Project Management
- ⇒ Design/Build

**CLIENT SAMPLE**

(Specific Project References Available on Request)

⇒ **Commercial**

- Beacon IMG – Hotel Developer
- Hotel Three LLC - Hotel Developer
- St Augustine Estate, LLC - Retail Developer
- 20+ Additional Multi-Family & Hotel Developers

⇒ **Non-Profit**

- K9S for Warriors, Ponte Vedra, FL
- Daniel Memorial, Jacksonville, FL

⇒ **Government/Institutional**

- USDA, US Forest Service, Aiken, SC
- US Dept of Interior, USGS, Gainesville, FL
- US Dept of Interior, National Park Service
  - St. Simons Island, GA
  - Homestead, FL
  - Jacksonville, FL
  - New Smyrna, FL
  - St. Augustine, FL
  - Ochoppee, FL
- City of Jacksonville, FL
- Florida Dept of Environmental Protection
- City of Jacksonville Beach, FL
- City of Atlantic Beach, FL
- City of Ocala, FL
- Housing Authorities:
  - Jacksonville, FL
  - Alachua, FL
  - Ft. Walton Beach, FL
  - Pensacola, FL



## CERTIFICATIONS

### Federal Certifications

SAM Registered  
Small Business Size Standard <\$15,000,000  
EPA Certified Lead Renovator  
U.S./Canada Joint Certification Program

### State Certifications

#### Florida

Certified General Contractor CGC57425  
Certified Roofing Contractor CCC57213  
Certified Plumbing Contractor CFC57341  
Florida Dept. of Real Estate Development & Management, Pre-Qualified  
Florida Department of Environmental Protection, Pre-Qualified

#### Georgia

Certified General Contractor CGCO002148

### Local Certifications

City of Jacksonville – Vertical Construction/Demolition  
JEA – Responsible Bidder GC00  
St. Johns County School District, Pre-Qualified  
City of Jacksonville, Section 3

## CONTACT INFORMATION

E.B. Morris General Contractors, Inc.  
238 Canal Blvd, Suite 1  
Ponte Vedra Beach, FL 32082  
Voice: (904) 998-9281  
Fax: (904) 998-9584  
Email: [ebm@ebmorrisc.com](mailto:ebm@ebmorrisc.com)  
Web: [www.ebmorrisc.com](http://www.ebmorrisc.com)

## EXPERIENCE AND EXPERTISE

Our firm brings a solid history of successful completion of a broad range of projects and reputation for accountability to our client that is unequalled in the industry. We take the time to understand the client's needs as well as their scheduling and budgetary constraints to arrive at reasonable solutions to achieve the desired results. We do not raise "issues" without offering "solutions". We take the stewardship of our client's money to heart and deliver the best value solutions for their construction projects.

With nearly three decades of working and managing all phases of projects that fall under the "construction" umbrella, E.B. Morris, has developed a team of skilled artisans and other professionals who excel in their fields, and employ both simple and cutting-edge technologies to efficiently achieve the desired results

Whether new construction from the ground up or complete renovations from the top down, we create a custom program for each project based on its unique qualities and employ a sensible management style to make it happen.

## WHY WORK WITH E.B. MORRIS

By design, E.B. Morris is a small company with the capability to handle large scale construction & renovation projects. Whether the scope is residential construction and remodeling under \$100k or large scale commercial & governmental projects of \$10 mil+, we have the experience, personnel, capacity & a 29 year history of successful project completion.

While we take on a wide range and size of projects, we schedule our workload carefully to ensure continuous, responsible management at all times. Our individual focus on each project allows us to work closely with our clients as well as our construction team to identify and resolve potential issues before they become problems.

Our project managers are among the best in the business. They take pride in the daily coordination of diverse groups of tradesman and suppliers, as well as working closely with project owners and on-site managers to keep quality and scheduling on-track. Our offices are equipped with the latest in computer hardware and software technology, allowing us to provide detailed project specifications and timely information on everything from budget analysis and scheduling, to governmental review, and permitting requirements.



**EXHIBIT "F"**

**Sworn Statement Under Section §287.133(3)(a), Florida  
Statutes on Public Entity Crimes**

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to Bid No. 22-01.

2. This sworn statement is submitted by: E.B. Morris General Contractors, Inc.

(name of entity submitting sworn statement)

its business address is:

238 Canal Blvd., Suite 1

Ponte Vedra Beach, FL 32082

Federal Identification Number  
(FEIN) is:

59-3399145

(if applicable)

Social Security Number:

(if the entity has no FEIN, include the Social Security  
Number of the individual signing this sworn statement)

3. My name is:

Eric Morris

(PRINT NAME of individual signing this document)

and my relationship to the entity is:

President

(President, General Partner, etc. as applicable)

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

5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").

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

(a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

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

7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on agreements let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

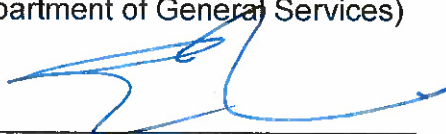
The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July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

(Please now indicate which additional statement below applies):

\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

\_\_\_ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)



SIGNATURE (of person whose name first appears above)

10.20.22  
Date

STATE OF FLORIDA )  
COUNTY OF St John's )

Sworn to and subscribed before me on 10/20, 2022, by Eric Morris as President of EB Morris General Contractors Inc a S corporation/partnership, on behalf of the corporation/partnership who (check one)  is personally known to me or  has produced \_\_\_\_\_ as identification.

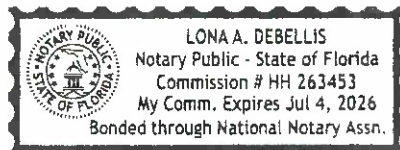


Signature of Notary Public

Lona A DeBellis

PRINTED Name of Notary

My Council expires:



**EXHIBIT "H"**

**NON-COLLUSION AFFIDAVIT**

The undersigned Bidder has not divulged to, discussed, or compared his/her/its Bid with any other Bidders and has not colluded with any other Bidder or parties to the Bid whatsoever.

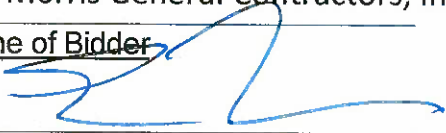
**Name of Town Project:**

**"Public Restroom Renovation – Interior Renovation and Exterior Improvements"**

**Town's Invitation to Bid No.: 22-01**

E.B. Morris General Contractors, Inc.

Name of Bidder



Eric Morris

**SIGNATURE** of Bidder or Authorized  
Authorized Agent of Bidder

**PRINT** Name of Bidder or  
Agent of Bidder

President

Title

10/20

, 2022.

Date

STATE OF FLORIDA)

COUNTY OF St. Johns ) ss:

Sworn to and subscribed before me on 10/20, 2022, by  
Eric Morris as President of  
E. B. Morris General Contractors, Inc a S corporation/partnership, on  
behalf of the corporation/partnership, who [] is personally known to me or [] has produced  
\_\_\_\_\_, as identification.

Lona A. DeBellis  
Signature of Notary Public

Lona A. DeBellis  
PRINTED Name of Notary

My Council expires:

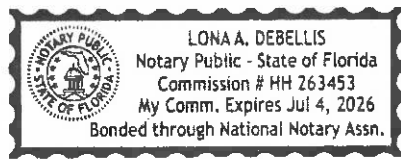


EXHIBIT "I"  
ITB NO. 22-01

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Eric Morris of E.B. Morris General Contractors, Inc., the Bidder that has submitted the attached Bid;

I certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the Town (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, Contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on- going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current agreement with the Town.**

Except as set forth below, I certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the Town written notice of any other relationships (as defined above) that I enter into with the Town, its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

None

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EXHIBIT "I"

INDEPENDENCE AFFIDAVIT  
(continued)



\_\_\_\_\_  
Signature (Blue ink only)

Eric Morris  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

10/20/2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

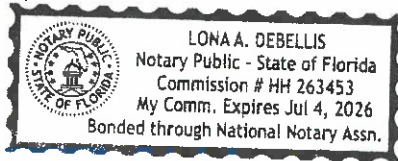
STATE OF FLORIDA )  
COUNTY OF St Johns )

Sworn to and subscribed before me on 10/20, 2022, by Eric Morris who  
(check one)  is personally known to me or  has produced \_\_\_\_\_, as  
identification.

  
\_\_\_\_\_  
Notary Public

Lona A. DeBellis  
\_\_\_\_\_  
PRINT Name of Notary Public

My Council expires:



**EXHIBIT "J"**

**ITB NO. 22-01**

**REFERENCES**

Bidder shall provide a minimum of five (5) references.

Name of company: Florida Dept of Transportation

Address: Tallahassee, FL

Telephone number: 850-410-5540

Email address: paul.clark@dot.state.fl.us

Principal contact person(s): Paul Clark

Year agreement initiated and terminated: 2021/2022

Name of company: K9s For Warriors

Address: Ponte Vedra, FL

Telephone number: 904-686-1956

Email address: rory@k9sforwarriors.org

Principal contact person(s): Rory Diamond

Year agreement initiated and terminated: 2016/2021

Name of company: Dept of Interior / USGS

Address: Gainesville, FL

Telephone number: 352-264-3505

Email address: druessler@usgs.gov

Principal contact person(s): d. Shane Ruessler

Year agreement initiated and terminated: 2019/2020



Name of company: Dept of Interior, National Park Service

Address: Homestead, FL

Telephone number: 305-242-7793

Email address: william\_vazquez@nps.gov

Principal contact person(s): William Vazquez

Year agreement initiated and terminated: 2018/2022

Name of company: City of Jacksonville

Address: Jacksonville, FL

Telephone number: 904-255-4331

Email address: wrightj@coj.net

Principal contact person(s): Jeremy Wright

Year agreement initiated and terminated: Ongoing




EXHIBIT "L"

ITB NO. 18-

x012

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges the receipt of the following addenda issued by the Town and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	8/9/22	Eric Morris	Pres	
2	9/22/22	Eric Morris	Pres	
3	9/28/22	Eric Morris	Pres	

**EXHIBIT "M"**

**ITB NO. 22-01**

**CERTIFICATION TO ACCURACY OF BID**

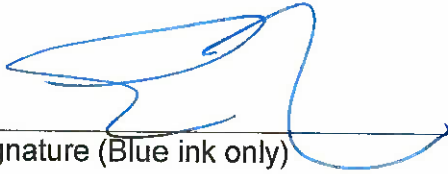
The Bidder, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such forms, affidavits and documents may result in the Bid being deemed non-responsive and such Bid will not be considered.

By submitting a Bid to do the work, the Bidder certifies that a careful review of the ITB and the Agreement has taken place and that the Bidder is fully informed and understands the requirements of the ITB and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is President of E.B. Morris GC, Inc., the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all forms, affidavits and documents submitted in support of such Bid;
- C. All forms, affidavits and documents submitted in support of this Bid and included in this Bid are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "M"  
CERTIFICATION TO ACCURACY OF BID  
(continued)



Signature (Blue ink only)

Eric Morris

Print Name

President

Title

10/20/22

Date

STATE OF FLORIDA )  
COUNTY OF St. John's ))

Sworn to and subscribed before me on 10/20, 2022, by  
Eric Morris who (check one)  is  
personally known to me or  has produced \_\_\_\_\_, as  
identification.

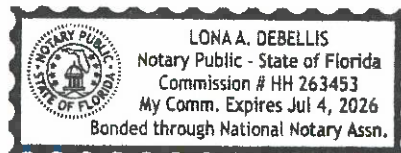


Notary Public

Lona A. DeBellis

PRINT Name of Notary Public

My Council expires:



**EXHIBIT "O"**  
**ITB NO. 18-x012**

**DRUG-FREE WORKPLACE CERTIFICATION FORM**

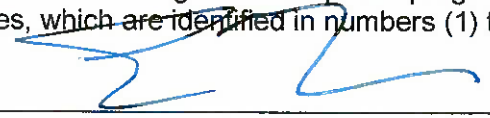
Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the TOWN OF MALABAR for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances 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 number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by Eric Morris the  
(PRINT Name of Authorized Agent)  
President of E.B. Morris General Contractors, Inc.

(Title) (Proposer Name)  
who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

10/20/22  
Date

  
Signature

OCT 19 2022 AM 11:46

## Epic Development and Construction Corp

2578 Enterprise Rd., Ste 902 | Orange City | FL | 32763

T: 386-848-2297

E: [bids@epicdcc.com](mailto:bids@epicdcc.com)

### STATEMENT OF NO BID

October 19, 2022

RE: ITB NO. 22-01  
Renovation of Malabar Community Park Facility  
Bid Due 10/24/22

ATTN: Lisa Morell  
Special Projects Manager

Good Morning,

Thank you for the opportunity to bid on this project. Unfortunately, we are declining to bid due to: Unresponsiveness of qualified subcontractors.

Respectfully,

Fernando Ruiz  
Sales Representative

# TOWN OF MALABAR

## REGULAR TOWN COUNCIL MEETING

**AGENDA ITEM NO: 8.e**  
**Meeting Date: November 7<sup>th</sup>, 2022**

**Prepared By:** Richard W. Kohler, Town Clerk

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**SUBJECT:** Public Works Director Written Report

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**BACKGROUND/HISTORY:**

Staff provides Council a monthly report on tasks accomplished by the Public Works Department.

**ATTACHMENTS:**

October 2022 Public Works Report

**ACTION OPTIONS:**

None

# **October 2022 Public Works Report**

## **Equipment Update**

- Drop off Slope Mower Head at dealer in Ft. Pierce

**See attached pages for all Mowing, Road Grading and Slope Mowing accomplishments for the month.**

## **General Duties**

- Hurricane Ian Clean Up
  - 9 Truck Loads of Palm Fronds
  - Replace Roof Shingles at Malabar Community Park Restroom
- Replace Door at Malabar Community Park Restroom
- Repair Washout at Corey Road and Atz Road (Temporary)
- Replace Stop sign at Malabar Road and Eva Lane
- Pick Up Salt (Water Purification System)
- Fixed waterline in Malabar Community Park



## Mowing & Weed Eating Checklist October 2022

Sanitation		10-10	10-17	10-24	10-31
Soccer Field		10-14			10-28
Baseball Field		10-14			10-28
Drag Infield		10-14			10-28
<b>Town Property</b>					
Malabar Park	10-5				
Fire Department	10-5			10-24	
Disc Park					10-28
Trail Park		10-14			10-29
Eschenberg Park				10-27	
Huggins Park					
Public Works Yard	10-8				10-28
Marie St. Yard				10-27	
Town Hall/ S. RR Ave	10-8				10-28
<b>Town ROWs</b>					
Rocky Point Rd North & South		10-19			
Briar Creek Blvd & Bridge					
Corey Rd North End				10-27	
Marie St South East Side					
Marie St North West To Johnsnton					10-29
Glatter Rd @ Malabar Rd				10-27	
Glatter Rd East to RR					
Data Managment					10-28
Marie St Trail North and South Side					
Quaterman & Atz Rd				10-27	
Booth & Lette Intersection North				10-27	
Richard Rd Tillman Canal					10-28
<b>Bus Stops</b>					
Atz & Corey				10-27	
Weber & Old Mission				10-27	
Lacourt & Hall				10-27	
LaCourt & Atz				10-27	
Hall & Corey				10-27	
<b>Main Intersections (All Paved Roads w/ Stop sign, 50 Ft Each Direction)</b>					
Corey & Hall				10-27	
Corey & Atz				10-27	
Weber & Hall				10-27	
Weber & Atz				10-27	

Road Grading			Month: October 2022		
Road Name	Date	Machine Used	Loads	Materials	Comments
Rebel Lane	10/25	Mini Grader			
Reese Road	10/25	Mini Grader			
North Duncil Lane	10/26	Mini Grader			
Flashy Lane	10/26	Mini Grader			
Wilson Lane	10/26	Mini Grader			
Raulerson Lane	10/26	Mini Grader			
Isasa Lane	10/26	Mini Grader			
North Oakridge Lane	10/26	Mini Grader			
Ivey Lane	10/26	Mini Grader			
South Duncil Lane	10/27	Mini Grader			
Quarterman Lane	10/27	Mini Grader			
South Waring Lane	10/27	Mini Grader			
Matthews Lane	10/27	Mini Grader			
MacDonald Lane	10/27	Mini Grader			
Billie Lane	10/27	Mini Grader			
Hunter Lane	10/27	Mini Grader			
Candy Lane	10/27	Mini Grader			
<b>TOTALS</b>	<b>3 Days</b>	<b>1 Machine</b>	<b>17 Roads</b>		

**TOWN OF MALABAR  
COUNCIL MEETING**

**AGENDA ITEM NO: 10.a.  
Meeting Date: Nov 07, 2022**

**Prepared By: Richard Kohler, Town Clerk**

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**SUBJECT: Public Hearing – Multiple Vacate Requests within Section 11, Melbourne Heights subdivision (SD) Section “E” east of Corey Road (Reso 19-2022)**

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**BACKGROUND/HISTORY:**

We have received two separate vacate applications from owners of parcels abutting three of the ROWs in the Melbourne Heights area; the Picornells’ at 1500 Delaware Avenue and the Agers’ at 1505 Moss Rose Avenue. They have unimproved platted 50-foot-wide rights-of-way abutting the west side of their parcels known as Nassau Street and Henbane Street on the east side and between them the platted right-of-way named Colorado Avenue. None of these ROWs have been improved and they are not needed to gain access to other parcels in the area.

The Town has vacated multiple portions of ROW in this area because of the way Melbourne Heights was platted. Each of these 50 one-acre parcels was created with a platted ROW on every side. Malabar Council has approved multiple ROW vacates over the years. The attached map shows the ROWs previously vacated and the ones under consideration at this public hearing.

***Staff supports the request for the vacate of the 50-foot Nassau Street ROW, the 50-foot Henbane Street ROW and the 50-foot Colorado Avenue ROW as indicated on map.***

**FINANCIAL IMPACT:** These costs are covered by the application fee.

**ATTACHMENTS:**

Resolution 19-2022 – approving the vacates.

Application packages from

- Owners of Parcel 22-1
- Owners of Parcel 19-1

Map of area with applicant’s parcels labeled and the three ROWs they want vacated

Copy of legal ad and notice to surrounding properties

**ACTION OPTIONS:**

Council action on the requests and Resolution 19-2022

**RESOLUTION 19-2022**

**A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE VACATE OF THREE FIFTY (50) FOOT-WIDE UNIMPROVED PLATTED RIGHTS-OF-WAY ABUTTING PARCELS 29-37-11-75-22-1 AND 29-37-11-75-19-1 IN SECTION "E" MORE SPECIFICALLY KNOWN AS HENBANE STREET, NASSAU STREET AND COLORADO AVENUE AND DESCRIBED HEREIN; AUTHORIZING THE TOWN CLERK TO RUN A LEGAL ADVERTISEMENT OF THIS ADOPTED RESOLUTION; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Malabar Town Council has received two requests to vacate multiple rights-of-way within the Melbourne Heights Subdivision in Section "E" in Section 11 of the southern portion of Malabar, west of Corey Road; and

**WHEREAS**, Malabar Town Council has previously granted right-of-way vacates in this area after public hearings and a determination that no public purpose is served by maintaining them.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, that:**

**Section 1.** The Town Council of Malabar, Brevard County, Florida, hereby declares the above recitals are true and correct.

**Section 2.** The Town Council of Malabar, Brevard County, Florida, hereby provides further details of the vacates approved in this Resolution and depicted on the attached **Exhibit "A"**:

- a 50-foot by 200-foot right-of-way known as Henbane Street that abuts Parcels 22-1 and 21 between Colorado Avenue and Delaware Avenue, with each parcel gaining 25 feet by 200 feet;
- a 50-foot by 200-foot right-of-way known as Nassau Street that abuts Parcels 22-1 and 18-3 between Colorado Avenue and Delaware Avenue, with each parcel gaining 25 feet by 200 feet;
- a 50-foot by 220-foot right-of-way known as Colorado Avenue that abuts Parcels 22-1 and 19-1 with each parcel gaining 25 feet by 220 feet; and:
- a 50-foot by 200-foot right-of-way known as Henbane Street that abuts Parcels 19-1 and 20 between Moss Rose Avenue and Colorado Avenue, with each parcel gaining 25 feet by 200 feet;
- a 50-foot by 200-foot right-of-way known as Nassau Street that abuts Parcels 19-1 and 18-3 between Moss Rose Avenue and Colorado Avenue, with each parcel gaining 25 feet by 200 feet.

**Section 3.** The Town Council of Malabar, Brevard County, Florida, hereby authorizes and directs the Town Clerk to record this resolution, run the legal ad as required by the code and forward to the Brevard County Property Appraiser's Office.

**Section 4.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**Section 5.** This resolution shall take effect immediately upon adoption.

This Resolution was moved for adoption by Council Member \_\_\_\_\_ and a second by Council Member \_\_\_\_\_ and the vote was as follows:

Council Member Marisa Acquaviva \_\_\_\_\_

Council Member Brian Vail \_\_\_\_\_

Council Member Steve Rivet \_\_\_\_\_

Council Member David Scardino \_\_\_\_\_

Council Member Mary Hofmeister \_\_\_\_\_

This Resolution was then declared to be duly passed and adopted this 7th day of November 2022.

**TOWN OF MALABAR**

(seal)

By: \_\_\_\_\_  
Mayor Patrick T. Reilly, Council Chair

ATTEST:

\_\_\_\_\_  
Richard Kohler, C.M.C.  
Town Clerk

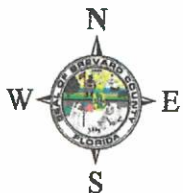
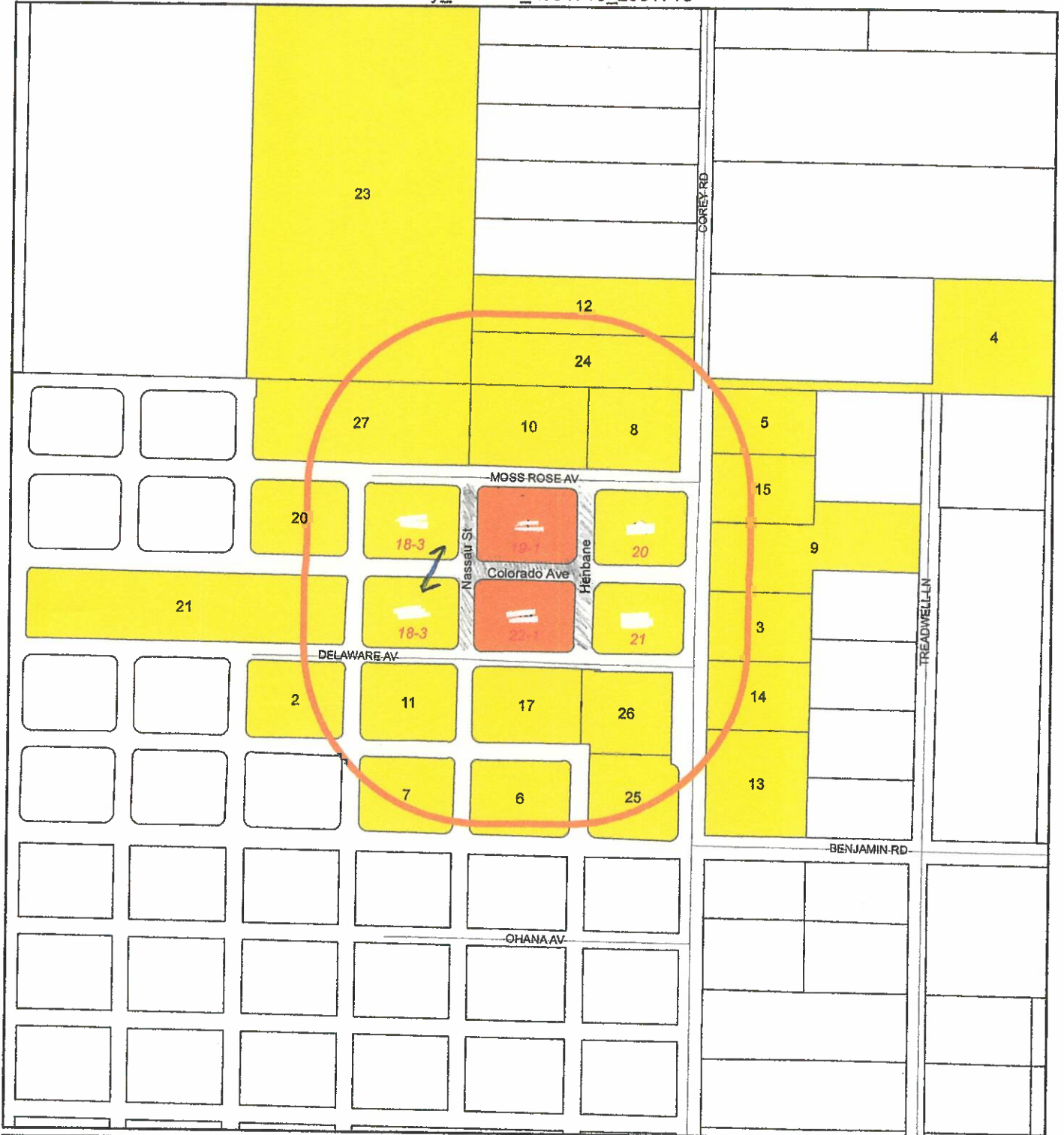
Approved as to form and content:

\_\_\_\_\_  
Karl W. Bohne, Jr., Town Attorney

# RADIUS MAP

PICORNELL, FRANCISCO J

Debby\_Franklin\_2931713\_2931716







1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 10/11/2022

-  Buffer
-  Subject Property
-  Notify Property
-  Parcels



# TOWN OF MALABAR RIGHT OF WAY VACATE APPLICATION

Applicant: Patricia and Francisco Picornell Date: 9/20/22

Mailing Address: 1500 Delaware Ave. Malabar FL 32950  
(Street) (City) (State) (Zip)

Telephone: ( 321 ) 794 7227 Email: patricia@picornell.net

Property Address: 1500 Delaware Ave. Malabar, FL 32950

Section: 75 Township: 29 Range: 37 Lot: 1 Block: 22-1

Description of ROW to be vacated (ie. Width, length, adjacent parcel IDs: \_\_\_\_\_  
West: 25'X214' - 29-37-11-75-18-3 / East: 25'X214' - 29-37-11-75-21 / North 25'X330.6' - 29-37-11-75-19-1

### Petition / Reason for Request:

Melbourne Heights is a unique part of town that consists of ROWs on all four sides of the properties. This type of road grid systems designed for the original intended use of the properties have long served no purpose in the rural setting with low density per acre and large lots.
Approving this vacate is consistent with the community road pattern in our neighborhood where roads run east to west off Corey Road.
Numerouse Vacate requests in our vicinity have been approved over the years by prior Councils. To the south of our property, properties 29-37-11-75-40-1, 29-37-11-75-39 and 29-37-11-75-38 have all vacated their ROWs, to the East property 29-37-11-75-24 have vacated three parcels into a single parcel and to the north, properties 29-37-11-75-1-1, 29-37-11-75-2-1 and 29-37-11-75-3-1 have all vacated their ROWs.
After living in the community since April of 2015, we absolutely love the area and at tis point we would like to take this opportunity to clean up the property line by vacating the right of ways bordering us to the east, west and north.

### Attach the following:

1.  Signed and sealed survey showing right-of-way to be vacated.
2.  Radius package of 500 feet from parcel adjacent to subject ROW. This is ordered from and paid to Brevard County Planning and Zoning GIS Department (321-633-2060)
3.  Map showing the general area with minor collector and local lanes identified and subject area highlighted.
4.  Fee of \$425.00 shall accompany the application and petition.

*Town Does this Done 9/20/2022*

Applicant Signature:  Date: 9/20/22



TOWN OF MALABAR  
RIGHT OF WAY VACATE APPLICATION

OCT 06 2022

RECEIVED

Applicant: Clifford & Charlene Ager Date: 10/5/22

Mailing Address: 1505 Moss Rose Ave, Malabar FL 32950  
(Street) (City) (State) (Zip)

Telephone: (321) 271-1750 Email: Charager@gmail.com

Property Address: 1505 Moss Rose Ave

Section: E Township: \_\_\_\_\_ Range: \_\_\_\_\_ Lot: A11 Block: 19-1

Description of ROW to be vacated (ie. Width, length, adjacent parcel IDs: \_\_\_\_\_

HenBan St, 25' x 214' ID 29-37-11-75-20-1 / Colorado Ave, 25 x 280, ID 29-37-11-75-22-1  
Nassau St, 25 x 214' ID 29-37-11-75-18-3

Petition / Reason for Request:

The listed Right of Way serve no purpose, as all adjacent parcels have existing public roads. No properties would be land locked. Request unused ROW's to be vacated for personal use.

HenBane St, ID 29-37-11-75-20-1, Donald M. Rose, 3150 Corey Rd  
 Colorado Ave, ID 29-37-11-75-22-1, Francisco Picornell, 1500 Delaware  
 Nassau St, ID 29-37-11-75-18-3, Gregory Massey, 1455 Moss-Rose Ave

Attach the following:

1.  Signed and sealed survey showing right-of-way to be vacated.
2.  Radius package of 500 feet from parcel adjacent to subject ROW. This is ordered from and paid to Brevard County Planning and Zoning GIS Department (321-633-2060)
3.  Map showing the general area with minor collector and local lanes identified and subject area highlighted.
4.  Fee of \$425.00 shall accompany the application and petition.

*Town Does this*

Applicant Signature: *Charlene Ager* Date: 10-6-22



**TOWN OF MALABAR  
NOTICE OF PUBLIC HEARING**

The Malabar Town Council, Brevard County, Florida will convene in the Town Hall, 2725 Malabar Road, Malabar, Florida on Monday, **November 07, 2022, at 7:30pm**, or as soon thereafter as the matter can be heard, for a public hearing on the following topic:

A request by property owners of parcel 29-37-11-75-22-1 to vacate three of the fifty (50) foot wide unimproved platted rights-of-way abutting their parcel on the east, west and north sides, specifically known as Henbane Street (east), Nassau Street (west) and Colorado Avenue (north) and further described as:

a 50-foot by 200-foot right-of-way known as Henbane Street that abuts Parcels 22-1 and 21 between Colorado Avenue and Delaware Avenue, with each parcel gaining 25 feet by 200 feet;

a 50-foot by 200-foot right-of-way known as Nassau Street that abuts Parcels 22-1 and 18-3 between Colorado Avenue and Delaware Avenue, with each parcel gaining 25 feet by 200 feet;

a 50-foot by 220-foot right-of-way known as Colorado Avenue that abuts Parcels 22-1 and 19-1 with each parcel gaining 25 feet by 220 feet; and:

A request by property owners of parcel 29-37-11-75-19-1 to vacate two of the fifty (50) foot wide unimproved platted rights-of-way abutting their parcel on the east and west sides, specifically known as Henbane Street (east), and Nassau Street (west) and further described as:

a 50-foot by 200-foot right-of-way known as Henbane Street that abuts Parcels 19-1 and 20 between Moss Rose Avenue and Colorado Avenue, with each parcel gaining 25 feet by 200 feet;

a 50-foot by 200-foot right-of-way known as Nassau Street that abuts Parcels 19-1 and 18-3 between Moss Rose Avenue and Colorado Avenue, with each parcel gaining 25 feet by 200 feet

The Town of Malabar Council has the authority to vacate these rights-of-way after a legally noticed public hearing and notification to property owners with 500 feet per Chapter 13, Article II, Section 13-26 of the Malabar Code of Ordinances. If the resolution is adopted vacating these rights-of-way, then the Code authorizes the Town Clerk to run a legal advertisement of the adopted resolution.

**If you received this notice then you are listed as an owner of property, as shown in the records of Brevard County Property Appraiser's office, within 500' of the requested rights-of-way vacate request. This Notice is provided as required by Malabar Ordinance 2021-15. You are invited to attend or submit your comments before the meeting to the Town Clerk at [townclerk@townofmalabar.org](mailto:townclerk@townofmalabar.org)**

Copies of the request and the Code pertaining to this are available in the Clerk's office for review, 2725 Malabar Road, Malabar, Florida, during regular business hours. All interested parties may email comments to [townclerk@townofmalabar.org](mailto:townclerk@townofmalabar.org) or mail comments to 2725 Malabar Road, Malabar, FL 32950 or appear and be heard at this meeting of the Town Council with respect to these topics. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Clerk's Office, ADA Coordinator, 48 hours in advance of the meeting at 321-727-7764. Richard Kohler, CMC, Town Clerk.

(See map on reverse)

AGER, CLIFFORD J  
AGER, CHARLENE  
1505 MOSS ROSE AVE  
MALABAR FL 32950-3708

AMARA, KEVIN  
AMARA, CINDY M  
1405 DELAWARE AVE  
MALABAR FL 32950-

BELL, RICHARD E  
BELL, DEANA MARIE COOPER  
3205 COREY RD  
MALABAR FL 32950-

BEYER, ROBERT D  
18 TALL PINES BLVD  
DEFUNIAK SPRINGS FL 32433-8540

BURGHHER, LEE HAROLD  
3125 COREY RD  
MALABAR FL 32950-3834

CLERC, CANDRIN  
2157 SMATHERS CIR S  
MELBOURNE FL 32935-3147

CLERC, JEAN-YVES  
CLERC, DENISE  
144 CAPTIVA CT  
MELBOURNE BEACH FL 32951-3482

COOLIS, LINDA A  
3120 COREY RD  
MALABAR FL 32950-3833

FLORIN, CHRISTOPHER  
VALENTINE-FLORIN, LAUREN  
3175 COREY RD  
MALABAR FL 32950-

HARWOOD, LEE M  
HARWOOD, KATHERINE A  
1500 MOSS ROSE AVE  
MALABAR FL 32950-

HELLER, WILLIAM M  
HELLER, LISA  
1455 DELAWARE AVE  
MALABAR FL 32950-3702

JAMES KENNETH NULL & PATRICIA  
A NULL JOINT REVOCABLE LIVING TRUST  
3060 COREY RD  
MALABAR FL 32950-3831

JEAN, PARNEL  
PIERRE-JEAN, FABIENNE  
3285 COREY RD  
MALABAR FL 32950-3836

LEEDY, DORIS M  
2635 SMITH LN  
MALABAR FL 32950-3511

MARTEL, JOSEPH E  
MARTEL, CHRISTINE  
3145 COREY RD  
MALABAR FL 32950-

MASSEY, GREGORY Y  
MASSEY, MICHELLE E  
1455 MOSS ROSE AVE  
MALABAR FL 32950-3708

MORIARTY, SHANNON M  
1505 DELAWARE AVE  
MALABAR FL 32950-3807

NELSON, WILLIAM K  
NELSON, TINA J  
3190 COREY RD  
MALABAR FL 32950-3808

PICORNELL, FRANCISCO J  
PICORNELL, PATRICIA M TRUSTEES  
1500 DELAWARE AVE  
MALABAR FL 32950-3800

PRIMAVERA, LARRY D  
PRIMAVERA, CAROL A  
1400 DELAWARE AVE  
MALABAR FL 32950-

PRIMAVERA, LARRY D  
PRIMAVERA, CAROL A  
1400 DELAWARE AVE  
MALABAR FL 32950-3701

ROSE, DONALD N  
3150 COREY RD  
MALABAR FL 32950-

THOMAS, CHRISTOPHER B  
THOMAS, STACEY I  
299 LACHINE SW ST SW  
PALM BAY FL 32908-1319

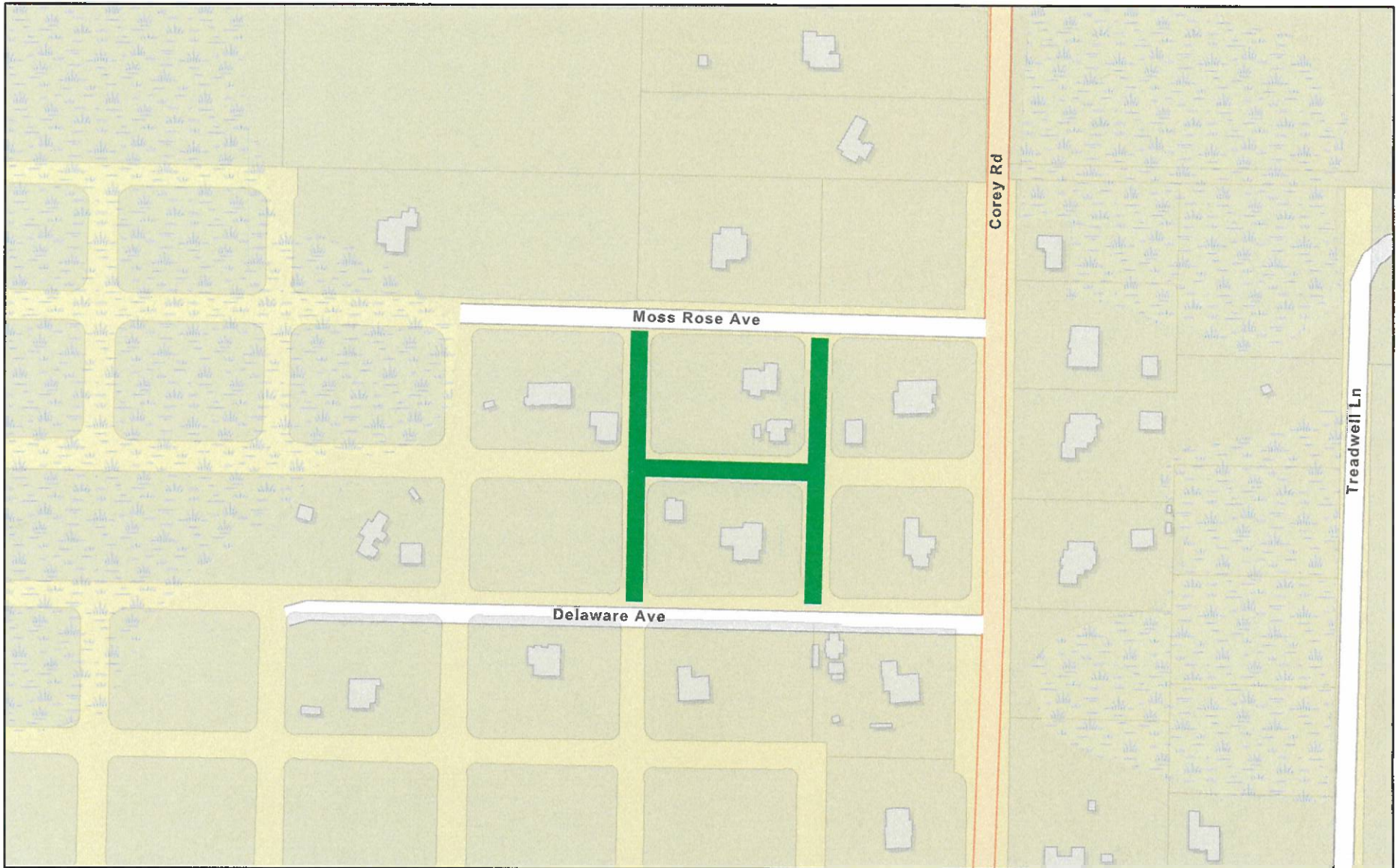
VAN FLEET, ELLSWORTH  
3080 COREY RD  
MALABAR FL 32950-3831

VITALIANO, WILLIAM J  
VITALIANO, BEVERLY ANN  
3280 COREY RD  
MALABAR FL 32950-

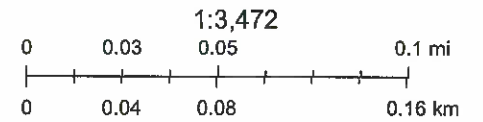
WOODLEY, BOBBY  
WOODLEY, KAYLIE  
3250 COREY RD  
MALABAR FL 32950-3835

YANTZ, DENNIS J  
YANTZ, BARBARA A  
1430 MOSS ROSE AVE  
MALABAR FL 32950-

# ROW Vacate Request



10/11/2022



Esri Community Maps Contributors, Brevard County, FDEP, ©  
OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,



# TOWN OF MALABAR

## COUNCIL MEETING

**AGENDA ITEM NO: 12.a.**

**Meeting Date: November 07, 2022**

**Prepared By: Lisa Morrell, Special Projects Manager, Interim Treasurer**

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**SUBJECT: FY 21/22 Final Budget Amendment (Ordinance 2022-10) – 1st Reading**

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### **BACKGROUND/HISTORY:**

It is within normal governmental accounting practices to perform necessary year-end budgetary amendments up to 60 days after the close of the fiscal year.

Historically, staff used a Budget Amendment Ordinance to reflect the shift of budgeted funds from one department to another. We have an internal process to track when we reallocate funds within each department. This final FY22 Budget Amendment #5 is used to close out the fiscal year 2021/2022.

As of September 30, 2020, overall expenditures for the amended fiscal year 2021/2022 budgeted funds totaled \$4,136,534. Total expenditures for all funds totaled \$2,432,007.22. The overall budget, which includes General Fund, American Rescue Plan Act Fund, Building Fund, and Stormwater funds, ends with an unexpended balance of 1,562,478.84. The following amounts separate the allocations of fund balance for these four fund balances, representing the differences in revenues and expenditures per the table attached.

A majority of the year end fund balance was due from the United States Treasury revenue allocation of The American Rescue Plan Act (ARPA), now termed at the State and Local Fiscal Recovery Fund (SLFRF), totaling 1,595,219. All of the SLFRF funds have been allocated to projects to be completed by 2026 using the standard allowance deduction approved by Town Council this past fiscal year.

Some revenue sources exceeded the budgeted expectation of receipt of funds for the Town's total operating budget. Those notable sources, exceeding revenues budgets by 10%, were Utility Gas Tax, Building Permits, Electric – Franchise Fee, Water – Franchise Fee, State Revenue Sharing, BTR – Brevard County, Special Events, Golf Cart Registration, Fines/Forfeiture, and Sale of Surplus Materials. Revenues that trended downward, up to 70% than budgeted, were Background Checks, Paving Assessment receivables, Interest, Donations, Insurances rebate, and miscellaneous revenue, and Debt Proceeds (SRF reimbursement).

In the approved FY21/22 budget, the Town had planned to use Fund Balances from TIFT, Building, and Stormwater Funds; these fund balances were not utilized as planned; funds remain in each fund balance.

Staff has requested a final reimbursement to Florida Department of Environmental Protection, for the balance of the loan for payments to the contractor for the Stormwater Master Plan, it will occur in FY23; hence no funds received.

The building department budget had allocated to use \$64,722.00 of fund reserves on deposit to expend for the services of a Building Department Official/Inspection; the executed contract was unfilled by the contractor, Safe built, due to a lack of human resources available to serve the Town. The Town was able to utilize another contractor for these services beginning in July 2022, the building fund will decrease with these expenses in FY23.

The Town budgeted funds for potential road paving and improvement projects, those projects will not be realized until FY23, fund balance was not utilized nor requested from TIFT as budgeted. Additional general fund revenues received and not restricted will go into reserves.

Stormwater funds budgeted for projects that were not completed in this fiscal year will be directed back into the restricted reserves account for stormwater projects.

Expenditures overall attributed to the general fund department were within or below their budgeted allocation for personnel and operational expenses. However, Legal services experienced a significant increase due to land use cases in litigation, contributing the department's year end account to be over the budgeted \$60,000 by \$40,429 with \$100,030 in actual expenses for the fiscal year.

Streets and Roads and Parks budget had reduced expenditures due to unfilled positions throughout the fiscal year, contributing \$38,000 to the deficit of the legal expenses. Parks budget included at \$20,000 expense for replacement mowers, that was not expended due to manufacturer engine shortages last year: also contributing to the overall deficit in general fund expenses for legal services.

Separation of employees during the fiscal year in Streets and Roads and Parks, with final payouts of Other Employee Benefits and Personnel Wages, were absorbed within the budget allocations.

Additionally, The General Fund will have positive fund balance for reserves to be deposited totaling \$127,294, these are attributed to staff being fiscally responsible to contribute to a balanced and within budget allocations while and maintaining Town operations.

No funds are necessary to be utilized from unrestricted General Fund reserves on deposit to balance the 21/22 budget.

This ordinance will be legally advertised for a Public Hearing to be held at the next meeting for the second reading on 11/21/2022.

**FINANCIAL IMPACT:**

***\$111,702.00 funds from Restricted Building Department reserves on deposit***

Amend the final budget from \$3,338,915 to \$4,136,534.00 as stated in the ordinance

Re-allocate department fund balance savings to Legal Services and General Government accounts exceeding their budget expenses, totaling \$42,716.

Direct funds as stated in the ordinance to specific restricted and unrestricted funds on deposit

**ATTACHMENTS:**

Ordinance 2020-12

Table of deposits for Restricted and Unrestricted Fund Balances

FY21/22 Year End Budget Report

**ACTION OPTIONS:** Action on 1st reading of Ordinance 2020-12

## Table of deposits for Restricted and Unrestricted Fund Balances

<b>Unexpended Balance Total</b>			<b><u>\$1,557,117.27</u></b>
GL Account	Revenue	Expenses	FY22 Fund Balance
331.6300	<u>\$1,595,219.00</u>		
525.1100 - 3999		<u>\$(317,380.12)</u>	
<b>ARPA Fund Balance Allocation:</b>			<b>\$1,277,838.88</b>
GL Account	Revenues	Expenses	FY22 Fund Balance
322.1000	\$234,939.20		
329.5000	<u>\$ 6,850.00</u>		
522.1100 - 6999		<u>\$(130,087.06)</u>	
<b>Building Fund Balance Allocation:</b>			<b>\$111,702.14</b>
GL Account	Revenues	Expenses	FY22 Fund Balance
363.1000	\$23,540.65		
538.1100 - 6999		<u>\$(83,258.81)</u>	
<b>Stormwater Fund Balance Allocation:</b>			<b>\$40,281.84</b>
<b>Non-General Fund Balance Totals</b>			<b>\$1,429,822.86</b>
<b>FY22 General Fund Balance</b>			<b>\$127,294.41</b>
<b>Total</b>			<b><u>\$1,557,117.27</u></b>

## ORDINANCE 2022-10

**AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PERTAINING TO A BUDGET AMENDMENT IN THE FISCAL YEAR 2021/2022 TO PROVIDE FOR ACTUAL REVENUES RECEIVED; PROVIDING FOR THE UNSPENT BUDGETED FUNDS DUE TO REDUCED EXPENDITURES; PROVIDING DIRECTION TO DELEGATE SUCH EXCESS FUNDS TO DESIGNATED RESTRICTED RESERVES FOR BUILDING DEPARTMENT USE, STORMWATER USE; PROVIDE FOR THE DEPOSIT INTO RESERVES FOR VEHICLE REPLACEMENTS AS BUDGETED IN THE FIRE AND STREETS AND ROADS DEPARTMENTS AND PAVING RESERVES; PROVIDING THE SHIFTING OF UNSPENT MONIES BETWEEN DEPARTMENTS TO BALANCE THE EXPENDITURES; PROVIDING REMAINING EXCESS FUNDS TO RESERVES ON DEPOSIT; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council has directed that staff prepare a budget amendment to recognize additional revenues received over budgeted amounts and the reduced expenditures from the budgeted expenditures.

**NOW, THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA that;**

### **SECTION 1. Total Revenues.**

Total received from revenues in the 2021/2021 Fund 001 General Fund be amended from \$3,338,915 to \$4,136,534.00 to reflect the increased revenues of the second tranche for American Rescue Plan Act; funds arrived early and were anticipated in the next fiscal year. Fiscal year 2021/2022 closed with actual revenues received totaling 3,986,429.

An overall increased total of \$168,180 was received for the fiscal year. Most reductions in revenues occurred in the Solid Waste Franchise, Land Use, State Mobile Home Tax & Beverage Licenses, Paving Assessment Payments, Lien Searches, Interests, Donations, funding sources. Whereas notable increases of revenues occurred in Utility Taxes, Building Permits, Electric Franchise Fees, State Revenue Costs Sharing, 1/2 Cent Sales Tax, Special Event Revenue, and sale of Town Surplus fund sources.

### **SECTION 2. Total Disbursements.**

Total disbursements in the 2021/2022 Fund 001 General Fund be amended from \$3,338,915 to \$4,136,534.00 which will provide disbursements into reserves and designated in the approved budget and remaining surplus, \$1,562,478.84 into the indicated reserve accounts on deposit:

\$1,277,838.88 to 001-525 Emergency/Disaster Fund (Project Allocated)  
\$ 117,063.71 to Restricted Building Department Reserves (diff. of Revenue & Expenses)  
\$ 40,281.84 to Restricted Storm Water Reserves (diff. of Revenue & Expenses)  
\$ 127,294.41 to Unrestricted Reserves on Deposit

### **SECTION 3. Funding Source.**

The funds for this Budget Amendment to the FY 2021/2022 budget are from the approved budget allocations, the fiscal budget planned to use fund balances from TIFT, Building Services, and Stormwater, remain unused in the past fiscal year whereas \$318,275 will return to their respective fund balances.

\$16,000 to Debt Proceeds 389.5000 (Stormwater Contractual Services).  
\$147,833 to TIFT 389.9020 (Road Paving Improvements).  
\$64,722 to BD Restricted Fund Balance 389.9520 (Building Official Services).  
\$89,720 to SW Fund Balance (Infrastructure Projects).

**SECTION 4. Conflict.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5.**

This ordinance shall become effective immediately upon its adoption after the second reading and public hearing.

This ordinance was moved for adoption by Council Member \_\_\_\_\_ and was seconded by Council Member \_\_\_\_\_ and, upon being put to a vote, the vote was as follows:

Council Member Marisa Acquaviva	_____
Council Member Brian Vail	_____
Council Member Steve Rivet	_____
Council Member David Scardino	_____
Council Member Mary Hoffmeister	_____

This ordinance was then declared to be duly passed and adopted this 21st day of November 2022.

**TOWN OF MALABAR**

By

\_\_\_\_\_  
Mayor Patrick T. Reilly, Council Chair

First Reading: 11/07/2022 Approved \_\_\_ to \_\_\_

Second Reading: 11/21/2022

ATTEST:

\_\_\_\_\_  
Richard W. Kohler, CMC,  
Town Clerk

(Seal)

Approved as to Form and Content:

\_\_\_\_\_  
Karl W. Bohne, Jr.,  
Town Attorney





# Town of Malabar

BA #5 Final FY22: FY\_2021\_2022 - FY22 P&L

October 2021 - September 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>				
47900 Revenue				
001-311.1000 Ad Valorem Taxes	730,450.98	725,988.00	4,462.98	100.61 %
001-312.4100 Local Option Gas Tax	121,225.09	122,729.00	-1,503.91	98.77 %
001-314.1000 Utility Tax - Electricity	314,109.65	310,296.00	3,813.65	101.23 %
001-314.4000 Utility Tax - Gas	17,345.40	13,265.00	4,080.40	130.76 %
001-315.1000 Communications Service Tax	105,746.64	104,613.00	1,133.64	101.08 %
001-316.1000 BTR - Malabar	20,026.47	20,000.00	26.47	100.13 %
001-322.1000 Building Permits	234,939.20	171,220.00	63,719.20	137.21 %
001-323.1000 Electric - Franchise Fee	253,344.08	210,000.00	43,344.08	120.64 %
001-323.3000 Water - Franchise Fee	7,761.74	6,818.00	943.74	113.84 %
001-323.7000 Solid Waste - Franchise Fee	30,946.99	37,000.00	-6,053.01	83.64 %
001-329.5000 - OPSA Land Use	6,850.00	7,000.00	-150.00	97.86 %
001-331.5100 SLFRF Allotment		1,595,219.00	-1,595,219.00	
001-331.6300 ARPA (deleted)	1,595,219.00		1,595,219.00	
001-335.1250 State Revenue Sharing	116,539.58	90,757.00	25,782.58	128.41 %
001-335.1400 State Mobile Home Tax	2,126.44	2,951.00	-824.56	72.06 %
001-335.1500 State Alcoholic Beverage Licenses	1,468.32	1,700.00	-231.68	86.37 %
001-335.1800 State Local Gov't 1/2 Cent Sales Tax	199,960.81	184,355.00	15,605.81	108.47 %
001-335.4900 Other General Gov't - Traffic Signal Maintenance		8,036.00	-8,036.00	
001-338.2000 BTR - Brevard County	1,951.39	1,100.00	851.39	177.40 %
001-349.2000 Cell Tower Lease	31,395.00	28,980.00	2,415.00	108.33 %
001-349.5000 Special Event Revenue	4,080.00	1,000.00	3,080.00	408.00 %
001-349.7010 Background Check	180.00	600.00	-420.00	30.00 %
001-349.8000 Paving Assessment	8,382.04	26,442.00	-18,059.96	31.70 %
001-349.8010 Golf Cart Registration	300.00	200.00	100.00	150.00 %
001-349.9000 Lien Searches	6,350.00	7,500.00	-1,150.00	84.67 %
001-351.5000 Fines/Forfeiture	3,362.91	400.00	2,962.91	840.73 %
001-361.1000 Interest	386.13	3,000.00	-2,613.87	12.87 %
001-363.1000 SW Assessment	123,540.65	128,780.00	-5,239.35	95.93 %
001-365.1000 Sales of Surplus Materials	49,239.00	5,000.00	44,239.00	984.78 %
001-366.1000 Donations FD/GF	1,000.00	1,500.00	-500.00	66.67 %
001-369.3000 Insurance Refund - FMIT	731.00	1,500.00	-769.00	48.73 %
001-369.9000 Misc. Revenues	165.98	300.00	-134.02	55.33 %
001-389.5000 Debt Proceeds		16,000.00	-16,000.00	
001-389.9020 Use of TIFT Funding		147,833.00	-147,833.00	
001-389.9520 Use of BD Restricted Fund Balance		64,722.00	-64,722.00	
001-389.9540 Use of SW Fund Balance		89,720.00	-89,720.00	
<b>Total 47900 Revenue</b>	<b>3,989,124.49</b>	<b>4,136,524.00</b>	<b>-147,399.51</b>	<b>96.44 %</b>
<b>Total Income</b>	<b>\$3,989,124.49</b>	<b>\$4,136,524.00</b>	<b>\$ -147,399.51</b>	<b>96.44 %</b>



# Town of Malabar

BA #5 Final FY22: FY\_2021\_2022 - FY22 P&L

October 2021 - September 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>GROSS PROFIT</b>	<b>\$3,989,124.49</b>	<b>\$4,136,524.00</b>	<b>\$ -147,399.51</b>	<b>96.44 %</b>
<b>Expenses</b>				
66000 Payroll Expenses	0.00		0.00	
B Legislative	81,228.17	81,334.00	-105.83	99.87 %
C Executive	92,398.60	94,173.00	-1,774.40	98.12 %
D Finance & Administration	179,921.28	197,736.00	-17,814.72	90.99 %
E Legal	100,029.49	60,000.00	40,029.49	166.72 %
F Comprehensive Planning		3,500.00	-3,500.00	
G General Government	373,923.18	371,238.00	2,685.18	100.72 %
H Fire Control	550,915.88	563,242.00	-12,326.12	97.81 %
I Protective Inspections	130,087.06	235,942.00	-105,854.94	55.14 %
J Emergency/ Disaster Relief	317,380.12	1,595,218.00	-1,277,837.88	19.90 %
K Flood Control	83,258.81	218,500.00	-135,241.19	38.10 %
M Streets & Roads	453,079.73	613,255.00	-160,175.27	73.88 %
N Parks & Recreation	66,456.55	96,386.00	-29,929.45	68.95 %
O Special Events	3,271.58	6,000.00	-2,728.42	54.53 %
Purchases	0.00		0.00	
Reimbursements	56.77		56.77	
<b>Total Expenses</b>	<b>\$2,432,007.22</b>	<b>\$4,136,524.00</b>	<b>\$ -1,704,516.78</b>	<b>58.79 %</b>
<b>NET OPERATING INCOME</b>	<b>\$1,557,117.27</b>	<b>\$0.00</b>	<b>\$1,557,117.27</b>	<b>0.00%</b>
<b>NET INCOME</b>	<b>\$1,557,117.27</b>	<b>\$0.00</b>	<b>\$1,557,117.27</b>	<b>0.00%</b>

# TOWN OF MALABAR

## COUNCIL MEETING

AGENDA ITEM NO: **12.b**  
Meeting Date: November 7, 2022

Prepared By: Richard Kohler, Town Clerk

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**SUBJECT: Appoint Meghan Wolfgram as an Alternate Member to the Planning and Zoning Board (Resolution 28-2022)**

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### **BACKGROUND/HISTORY:**

- a. Board and Committee Terms are for three (3) Years
- b. The Planning and Zoning Board currently has two open seats, both for Alternate Members.
- c. Ms. Meghan Wolfgram has submitted an application to serve as an alternate member on the Town of Malabar's Planning and Zoning Board.

### **ATTACHMENTS:**

Resolution 28-2022  
Meghan Wolfgram Planning and Zoning Board Application

### **ACTION OPTIONS:**

Council Action Requested

**RESOLUTION 28-2022**

**A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF MEGHAN WOLFGRAM TO THE MALABAR PLANNING AND ZONING BOARD AS AN ALTERNATE MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Malabar Town Council has been notified of vacant positions on the Planning and Zoning Board; and

**WHEREAS**, Malabar Town Council desires to fill this opening by appointment.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, that:**

**Section 1.** The Town Council of Malabar, Brevard County, Florida, hereby approves the appointment of Meghan Wolfgram as an alternate member of the Planning and Zoning Board for a three-year term.

**Section 2.** The Town Council of Malabar, Brevard County, Florida, hereby authorizes and directs the Town Clerk to notify the member, the Board Chair and the Board Secretary of this appointment.

**Section 3.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**Section 4.** This resolution shall take effect immediately upon adoption.

This Resolution was moved for adoption by Council Member \_\_\_\_\_. This motion was seconded by Council Member \_\_\_\_\_ and, upon being put to vote, the vote was as follows:

Council Member Marisa Acquaviva	_____
Council Member Brian Vail	_____
Council Member Steve Rivet	_____
Council Member David Scardino	_____
Council Member Mary Hofmeister	_____

This Resolution was then declared to be duly passed and adopted this 7th day of November 2022.

TOWN OF MALABAR

By: \_\_\_\_\_  
Mayor Patrick T. Reilly, Council Chair

ATTEST:

\_\_\_\_\_  
Richard W. Kohler  
Town Clerk

(seal)

Approved as to form and content:

\_\_\_\_\_  
Karl W. Bohne, Jr., Town Attorney

OCT 28 2022

Town of MalabarVolunteer Committee/Board ApplicationPlanning & Zoning Advisory Board Application

The Planning and Zoning Board is hereby established and shall consist of five (5) seats and two (2) alternate-seats. The Planning and Zoning Board is advisory in nature. Members of the Board shall hold no other Town office. The affirmative vote of a majority of the regular and alternate board members present and voting (maximum of five votes) shall be necessary for the adoption of any motion. The Planning and Zoning Board deals with land use issues such as site plans, conditional uses, special exceptions, residential subdivision developments, plats, re-plats and zoning change requests. They also review and compile updates for the Comprehensive Plan and present to Council. They shall also draft land development code to conform to changes adopted by Council to the Comprehensive Plan. They shall annually prepare a Capital Improvement Projects list to submit to Council. Some of the issues that the Board considers will be quasi-judicial and staff will alert them to those situations.

1. Name: Meghan Wolfgram Phone: 321 412 7143
2. Home Address: 2955 Leat Ln Malabar FL 32950
3. Email Address: MeghanRwolfgram@gmail.com
4. Are you a resident of the Town: Yes  No
5. How long have you been a resident of the Town of Malabar: 8 years
6. Are you currently involved with any other organization of the Town: Yes  No
- If yes, which organization: \_\_\_\_\_

Town of Malabar 2725 Malabar Road Malabar, Florida 32950  
 Phone: 321-727-7763 ~ Fax 321-722-2234 ~ Email: [townclerk@townofmalabar.org](mailto:townclerk@townofmalabar.org)  
 Website: [www.townofmalabar.org](http://www.townofmalabar.org)

TOWN OF MALABAR

TOWN OF MALABAR

APPLICATION FOR APPOINTMENT TO BOARD/COMMITTEE

OCT 28 2022

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NOTE: Florida's Public Records Law, Chapter 119, Florida Statutes states, "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning, zoning or natural resources responsibilities are required to file a financial disclosure form within 30 days after appointment and annually thereafter for the duration of the appointment as required by F.S. Chap. 112.

NAME: Meghan Wolfgram TELEPHONE: 321 412 7143
ADDRESS: 2955 Lett Ln Malabar, FL 32950
EMAIL: Meghan.R.wolfgram@gmail.com

RESIDENT OF TOWN FOR 12 MONTHS OR LONGER: [X] YES [ ] NO

OCCUPATION: (If retired, please indicate former occupation or profession.)

CEO + Founder, Swift Paws Inc

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

Lure Course Brevard

Dancing Horse Dressage

ADDITIONAL INFORMATION/REFERENCES:

Please select the Board that you would like to serve on by indicating first choice & second choice:

- Board of Adjustment Planning & Zoning
Parks & Recreation Trails & Greenways

Per Town Code, Council shall require removal of members after 3 successive absences.

Signature of Applicant

Date 10/28/22

Please return this form to: Town Clerk, Town of Malabar, 2725 Malabar Road, Malabar, FL 32950-4427, Email: townclerk@townofmalabar.org

Note: If you need more information concerning the duties of these Boards, please contact the Town Clerk. Please attach a copy of your resume to this application. You will be notified of the date of the Town Council Meeting that your application will be considered for appointment. You will need to plan to attend the Council Meeting.

OCT 28 2022

Town of Malabar      **RECEIVED**      Volunteer Committee/Board Application

**Applicant Certification**

By completing this application with the Town of Malabar and placing my signature below, I do hereby acknowledge the following:

- This application, when completed and filed with the Office of the Town Clerk, is a PUBLIC RECORD UNDER Chapter 119, Florida Statute, and is open to public inspection.
- I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the Town Clerk.
- I acknowledge that I am a resident of the Town of Malabar.
- I consent to filing the Statement of Financial Interest as required by Chapter 112, Florida Statutes.
- If appointed to a Committee or Board, I acknowledge that it is my obligation and duty to comply with the following:
  - Malabar Code of Conduct
  - Code of Ethics for Public Officials (F.S., Chapter 112, Part III)
  - Florida Sunshine Law (F.S., Chapter 286)

I understand the responsibilities associated with being a Committee or Board member and I will have adequate time to serve on this Committee or Board.

The information provided on this form is true and correct and consent is hereby given to the Town Council or its designated representative to verify any and/or all the information provided.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

Town of Malabar 2725 Malabar Road Malabar, Florida 32950  
Phone: 321-727-7763 ~ Fax 321-722-2234 ~ Email: [townclerk@townofmalabar.org](mailto:townclerk@townofmalabar.org)  
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# TOWN OF MALABAR

2725 MALABAR ROAD • MALABAR, FLORIDA 32950  
(321) 727-7764 OFFICE • (321) 722-2234 FAX  
www.townofmalabar.com

TOWN OF MALABAR

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## Town of Malabar Board Member Code of Conduct

*(Malabar Code Chap 2. – Code of Conduct) In addition to adhering to the requirements of State Law, any person appointed to serve as a Member of a Town Board or Committee shall commit to the following Code of Conduct by written affirmation, which shall remain on file with the Town Clerk, as follows:*

I affirm that the proper Statutory and Town Charter role of Members of appointed Town Boards and Committees, as with any Member of an appointed government body, is to act collectively, not individually, to apply the Town's governing policies, and that the Town Administrator and Staff administer such policies.

I understand that an appointed Board or Committee Member does not manage the affairs of the Town. I will not intrude into daily operations or spheres of responsibility designated by Florida Statutes, Town Code, and Town Charter to the Town Administrator as the Chief Executive Officer; or undermine the Town Administrator's lawful authority. Further, I understand that the Town Administrator is responsible for administering the policy direction established by a majority vote of the Town Council and not the individual wishes of Board or Committee Members.

I will represent the interests of the entire Town when making decisions and will rely upon available facts and my independent judgment. In my capacity as an appointed Board or Committee Member, I will avoid conflicts of interest and avoid using my official position for personal, professional, or partisan gain.

I will demonstrate dignity, respect, and courtesy toward those whom I am in contact with in my capacity as an appointed Board or Committee Member. I will refrain from intimidation and ridicule of fellow Board or Committee Members, Town Council Members, Town Administrator, Town Attorney, Staff, citizens of the Town, and those conducting business with the Town.

In my capacity as an appointed Board or Committee Member, I will refrain from inappropriate language including statements that are malicious, threatening, slanderous, disparaging, mean-spirited, vulgar or abusive. All disagreements, concerns or criticisms shall be framed in language that is in keeping with the dignity and professionalism of an appointed official and the honor of my respective Town Board or Committee.

I will focus on solving problems. I will maintain appropriate decorum and professional demeanor in the conduct of Town business and work cooperatively and conscientiously with others as I request or receive information, examine data or weigh alternatives in the decision-making process.

I will demonstrate patience and refrain from demanding, interruptive access to Staff or immediate responses or services when requesting information that requires significant Staff time in research, preparation or analysis or that will result in Staff neglect of urgent duties. Such requests will be made through the Town Administrator for scheduling and prioritizing through consensus of my respective Town Board or Committee.

I will devote adequate time for preparation prior to my respective Town Board or Committee meetings and as much as possible, I will be in attendance at such meetings and all other scheduled events where my participation is required.

I will respect diversity and encourage the open expression of divergent ideas and opinions from fellow Board or Committee Members, Town Council Members, Town Administrator, Town Attorney, Staff, citizens of Malabar. I will listen actively and objectively to others' concerns or constructive criticisms.



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I will refrain from any individual action that could compromise lawfully authorized decisions of the Town or the integrity of the Town and my fellow Board or Committee Members. I will delineate clearly for any audience whether I am acting or speaking as an individual citizen or in my capacity as a Town Board or Committee Member.

I will maintain the confidentiality of privileged information and will abide by all laws of the State applicable to my conduct as a Board or Committee Member, including but not limited to the Government in the Sunshine Law, the Florida Code of Ethics for Public Officers, and Town Rules of Procedure and Codes of Conduct.

I will promote constructive relations in a positive climate with all Members of the Town Council, Town employees, Town Attorney, and Town contractors and consultants consistent with my role as a Board or Committee Member, as a means to enhance the productivity and morale of the Town. I will support the Town Administrator's decision to employ the most qualified persons for Staff positions. I will recognize the bona fide achievements of the Town Council, Town Administrator, Staff, Town Attorney, Town contractors and consultants, business partners, and others sharing in, and striving to achieve, the Town's mission.

I will enhance my knowledge and ability to contribute value to the Town as a Board or Committee Member by keeping abreast of issues and trends that could affect the Town through reading, continuing education and training. I will study policies and issues affecting the Town, and will attend training programs if required by the Town. My continuing goal will be to improve my performance as a Board or Committee Member.

I will value and assist my fellow Board or Committee Members by exchanging ideas, concerns, and knowledge through lawful means of communication. I will help build positive community support for the Town's mission and the policies established by the Town Council.

I will support and advocate for my beliefs, but will remain open to understanding the views of others. I recognize that I share in the responsibility for all Town decisions that my respective Board makes and will accept the will of the majority.

As a Board or Committee Member, I will always hold the best interests of the citizens of the Town and the public health, safety and welfare of the community in the highest regard. I will seek to provide appropriate leadership that nurtures and motivates Town citizens to be stakeholders in the affairs and achievements of the Town.

I will be accountable to the Town Council for violations of this Code of Conduct.

  
Signature

10/28/22  
Date

Meghan Wolfgram  
Print Name

  
Witness

# TOWN OF MALABAR

## COUNCIL MEETING

AGENDA ITEM NO: 13 a.  
Meeting Date: November 7, 2022

Prepared By: Matthew Stinnett, Town Manager

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**SUBJECT:** Contract Negotiation Treasurer Virginia Raftery

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### **BACKGROUND/HISTORY:**

Staff has contacted Virginia Raftery and informed her of Council's decision at the last meeting to offer the position to her. Mrs. Raftery has made plans to visit Town Hall in person on November 14<sup>th</sup>, staff is recommending that Council appoint a member of Council to negotiate the final terms of the employment contract for approval at the next Council meeting. If any Council Members would like to meet with Mrs. Raftery on the 14<sup>th</sup> please get with me so that we can schedule a block of time.

### **ATTACHMENTS:**

None.

### **FINANCIAL IMPACT:**

None.

### **ACTION OPTIONS:**

Motion to appoint Council Member \_\_\_\_\_ to negotiate employment contract with Virginia Raftery.

# TOWN OF MALABAR

## COUNCIL MEETING

**AGENDA ITEM NO: 13 b.**  
**Meeting Date: November 7, 2022**

**Prepared By: Matthew Stinnett, Town Manager**

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**SUBJECT: Town of Malabar Lobbyist Status – Mayor Reilly**

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### **BACKGROUND/HISTORY:**

- a. On July 3, 2019, the Town of Malabar entered a contract with Sewell Point Group, Inc. (SPG), a lobbying firm registered to Mr. Bill Barrett, with a term ending September 30, 2020.
- b. On September 17, 2020, The Town of Malabar signed an addendum to the contract with SPG extending the terms until September 30, 2021.
- c. In total, the Town of Malabar made 6 payments to SPG. Four (4) payments were made from 7/8/2019 through 4/8/2022 (First Contract) totaling \$15,000.00. Two (2) additional payments were made between 09/22/2020 and 10/29/2020 (First Addendum to Contract), totaling \$7,500.00.
- d. After the last payment, Mr. Barrett did not respond to calls, emails, or certified mail sent to him, so the Town cancelled the contract and did not make the final two payments of \$5,000.00 and \$2,500.00.
- e. On 05/20/2021, the situation was reported to BCSO for investigation. The case was referred to Economic Crimes Unit, who concluded there was no criminal offense, and referred the case to the Rules Committee for review of administrative offenses.

### **ATTACHMENTS:**

None.

### **ACTION OPTIONS:**

Discussion

# TOWN OF MALABAR

## COUNCIL MEETING

AGENDA ITEM NO: **13.C**  
Meeting Date: November 7, 2022

Prepared By: Richard Kohler, Town Clerk

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**SUBJECT: Create a restricted fund for Streets and Roads – CM Scardino**

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**BACKGROUND/HISTORY:**

- a. This year, the Town of Malabar has significantly increased the tax rate, citing the need for major road repairs around Town.
- b. CM Scardino contacted Staff to inquire about ways to ensure the increased revenues received from the new tax rate be used for only streets and roads.
- c. The additional funds generated from the tax increase are currently budgeted in 541.6420, C.I.P. Road Paving.
- d. Restricted funds can be for set up to accomplish a specific purpose.

**ATTACHMENTS:**

None

**ACTION OPTIONS:**

Discussion – Direct Staff to draft a Resolution creating a Restricted Fund for Streets and Roads.