



BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
October 25, 2022 at 1:00 PM

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Additions or Deletions to the Agenda**
- 5. Approval of the Agenda**
- 6. Presentations and Proclamations**
 - A. Kiss Cancer Goodbye Presentation
- 7. Approval of Minutes**
 - A. Townhall minutes dated October 4, 2022, and regular BOT meeting minutes dated October 13, 2022.
- 8. Treasurer's Report**
 - A. Treasurer's Report
- 9. Audience Participation**
- 10. Unfinished Business**
 - A. Certification of the Amended and Restated DOR
 - B. Pool #1 Pit and Heater Replacement and Relocation Project Award of Contract
- 11. New Business**
- 12. Manager's Report**
 - A. October 25, 2022 Manager's Report
- 13. Attorney's Report**
- 14. Incidental Trustee Remarks**
- 15. Adjournment**

If an individual decides to appeal any decision made by the Recreation District with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

Barefoot Bay Recreation District Regular Meeting



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting
Quarterly Townhall
October 4, 2022
7PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Townhall Meeting on October 4, 2022, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Amoss called the meeting to order at 7PM.

Pledge of Allegiance to the Flag

Led by Mr. Amoss.

Roll Call

Present: Mr. Amoss, Mr. Brinker. Also, present, Kent Cichon, Community Manager, Stephanie Brown, District Clerk and Matt Goetz, Property Services Manager. Mr. Morrissey and Mr. Loveland were excused.

Mr. Cichon provided information regarding Hurricane Ian preparation and cleanup efforts and expressed his gratitude to residents for abiding by BBRD emergency procedures and staff for getting BBRD open quickly.

Audience Dialogue with BOT

Catherine-spoke in favor of being able to research options to utilize news stations or a BBRD channel to keep the residents informed during an emergency.

Tom Nelson-spoke in favor of BBRD staff doing more research to address enforcing DOR regulations. Rich Schwatlow explained the limitations of DOR enforcement to residents. Mr. Grunow responded that BBRD former counsel advised that there were legal limitations preventing certain DOR enforcement options within BBRD. Mr. Brinker stated that BBRD was able to fine for DOR violations at one point. Mr. Amoss stated that BBRD does not have the authority to fine.

John Friedel-1009 Royal Palm Drive-expressed his gratitude to Property Services for their cleanup efforts as result of Hurricane Ian. He voiced his concern about a drainage issue on the 16th hole on the BBRD Golf Course and suggested repairing the pipe. Mr. Friedel expressed his gratitude to Mr. Cichon for meeting with him to discuss the drainage issue.

Margaret Mooreland-voiced her concern about homeless people loitering by the pier and asked if anything is being done to make it more secure. Mr. Amoss responded that he can have staff investigate the issue. Mr. Brinker responded that Mr. Armington has spoke with Brevard County Sheriff's Office about trespassing those without a badge. She also voiced her concern about an area in the back of the Lounge being covered in drinks and a tall grass violation.



BAREFOOT BAY RECREATION DISTRICT

Robert Terrano-1205 Croton Drive-voiced his concern over the condition of the BBRD Golf Course. He also offered suggestions for an alternate type of turf.

Rich Schwatlow-636 Marlin Circle-expressed his gratitude for staff that built the miniature golf course and stated that it is underutilized. He suggested family night for miniature golf/basketball tournament and creating a mural in Building C with a mini golf theme. Mr. Amoss responded that BBRD staff is not responsible for creating activities for the use of the amenities, clubs create them. Mr. Brinker stated that he is in the process of trying to start a club for kids. Mr. Schwatlow asked if there will be handicap accessibility for restrooms located in the Lounge. Mr. Goetz responded that the restrooms are currently staying the same.

Nancy Eisele-944 Barefoot Circle-stated that there are many amenities for kids in BBRD and suggested that there needs to be someone to organize the activities.

John Friedel asked how much land BBRD owns around the pier with the suggestion of clearing it out for better security. Mr. Amoss responded that it can be researched. Mr. Grunow and Mr. Brinker also agreed that research into the land ownership would be needed.

James Faur-479 Marlin Circle-voiced his concern about the condition of the heater for Pool #1. Mr. Goetz stated that he is still waiting on parts for the repair. Mr. Faur suggested keeping a spare heater. Matt responded that the heater is very expensive, so they do not keep a spare, but they keep the smaller repair parts.

Dave Conner-voiced his concern about the greens on the BBRD Golf Course and spoke in favor of a sod farm. Mr. Amoss responded that he has also been in favor of a sod farm in the past and may reintroduce the topic at a future BOT meeting. Mr. Grunow explained expenses associated with getting a sod farm.

Margaret Mooreland voiced concerned about violations not being addressed. Mr. Amoss responded that the DOR drives around regularly.

Louis Crouse-808 Sapodilla Drive-explained how to look up a violation or see if something has been reported.

Lynn Tummulo-930 Cypress Street-expressed the amount of good work being done in BBRD even though there are some departments that are understaffed.



BAREFOOT BAY RECREATION DISTRICT

Incidental Trustee Remarks

Mr. Grunow expressed his gratitude for the nomination to the BOT and thanked Louis Crouse for her work on the Ad Hoc DOR Review Committee. He also reminded residents about the upcoming referendums (BOT 3-year terms and raising the spending cap).

Adjournment

The next Townhall/Budget Kickoff meeting will be on January 26, 2023, at 9am in Building D/E.

Mr. Amoss adjourned.

Meeting adjourned at 8:10pm.

Hurrol Brinker, Secretary

Stephanie Brown, District Clerk



BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting
October 13, 2022
1PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on October 13, 2022, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Amoss called the meeting to order at 1PM.

Pledge of Allegiance to the Flag

Led by Mr. Brinker.

Roll Call

Present: Mr. Brinker, Mr. Grunow, Mr. Amoss. Also, present, Kent Cichon, Community Manager, John Cary, General Counsel, Stephanie Brown, District Clerk, Charles Henley, Finance Manager, and Kathy Mendes, Food & Beverage Manager. Mr. Morrissey and Mr. Loveland were excused.

Presentations and Proclamations

District Clerk Brown administered the Oath of Office to Mr. Grunow.

Additions or Deletions to the Agenda

Mr. Cichon requested agenda item 11B (Acceptance of donation request) to be added to the agenda.

Approval of the Agenda

Mr. Grunow made a motion to approve the agenda with addition of item 11B. Second by Mr. Brinker. Motion passed.

Approval of Minutes

Mr. Grunow made a motion to approve BOT regular meeting minutes dated September 27, 2022. Second by Mr. Brinker. Motion passed.

Treasurer's Report

Mr. Grunow made a motion to approve the Treasurer's Report for October 13, 2022, as read. Second by Mr. Brinker. Motion passed.



BAREFOOT BAY RECREATION DISTRICT

Audience Participation

Richard Schwatlow-636 Marlin Circle-spoke in favor of a BBRD Charter Review Committee to discuss possible changes to the Charter that would assist with DOR enforcement and suggested adding it as an agenda item for the next BOT meeting.

Elaine Van Berschot-1090 Parkway Lane-expressed her gratitude to everyone for coming to the dunk tank event and reminded residents of the Kiss Cancer Goodbye charity walk on Saturday, October 15th at the walking trail under the oaks.

Unfinished Business

None.

New Business

Brevard County Public Entity Purchasing Cooperative Membership

Staff recommends the BOT approve BBRD membership in the Brevard County Public Entity Purchasing Cooperative and authorize the Chair to execute the associated Interlocal Agreement.

Mr. Grunow made a motion to approve BBRD membership in the Brevard County Public Entity Purchasing Cooperative and authorize the Chair to execute the associated Interlocal Agreement. Second by Mr. Brinker. Motion passed.

Amending the Budget: Acceptance of Donation Request

Resolution 2022-23 read by Mr. Cary:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2022-14; AMENDING THE BUDGET.

Mr. Grunow asked what precipitated the donation and if there are any ethical issues with the anonymous donation. Ms. Mendes responded that it was precipitated by a resident's desire for BBRD to purchase more supplies related to catering. Mr. Cary responded that having an anonymous donor does not make it unethical and there is no expectation of a quid pro quo situation.

Mr. Brinker made a motion to accept resolution 2022-23 as read. Second by Mr. Grunow. Motion passed.

Manager's Report

Resident Relations

ARCC 9/27/2022

- 15 Consent Items – approved
- 5 Other Items – approved



BAREFOOT BAY RECREATION DISTRICT

VC Meeting 9/23/22

- 6 Cases – came into compliance prior to the meeting
- 1 Case – DOR is working with the homeowner
- 13 Cases – were found to be in violation

Food & Beverage

- The 19th Hole has the NFL ticket where you can see every game every Sunday. Food is available from 1-6:30pm.
- The annual Kiss Cancer Goodbye charity walk will be held under the oaks next to the Administration building this Saturday, October 15th at 9am. You can still pick up a registration packet in the CVO office, however; registrations and donations will be accepted at 8:30am on Saturday morning.
- This year's spookiest party of the year will be held on Saturday, October 29th from 7-11pm. Our annual Halloween party has music by TC and Sass, prizes for best costumes and a festive atmosphere all night long.

Flyers with all the details are posted.

Property Services

- Secured BBRD grounds in preparation for Hurricane Ian
- Cleaned up debris and made repairs resulting from Hurricane Ian
- Reassembled BBRD facilities post Hurricane Ian
- Began the installation of the replacement interior doors in Building A
- Continued to make repairs to the Bobcat
- Removed dead palm tree in front of Building A
- Began making repairs to the golf course storage barn
- Continued to solicit bids for various projects

Golf-Pro Shop

- #10 and Practice Greens are now open for play
- Softball Field
 - Renovation to be completed in October
- Golf Membership Renewals
 - As of October 3rd, 117 new or renewed memberships have been processed

General Information

- New wind resistant umbrellas and stands for Pools #2 & #3
- Hurricane Ian Recovery



BAREFOOT BAY RECREATION DISTRICT

Attorney's Report

Mr. Cary stated that he is working on the updated DOR based on the election results, and that the ballot results will go to the BOT for certification at the October 25, 2022, BOT meeting.

Incidental Trustee Remarks

Mr. Brinker expressed his gratitude to Mr. Grunow for accepting his nomination to the BOT.

Mr. Grunow expressed his gratitude to staff for getting BBRD open smoothly after Hurricane Ian. He also stated that residents can buy American flags for \$20 from the Veteran's Center on Monday, Wednesday, and Fridays from 9-12pm or 1-4pm.

Mr. Amoss welcomed Mr. Grunow to the BOT and expressed his gratitude to residents who attended the dunk tank event. He also reminded residents to get out and vote.

Adjournment

The next regular meeting will be on October 25, 2022, at 1pm in Building D/E.

Mr. Amoss adjourned.

Meeting adjourned at 1:26pm.

Hurrol Brinker, Secretary

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

October 25, 2022

Cash Balances in General Fund as of 10/17/22

Petty Cash

Total Petty Cash: \$ 2,500.00

Operating Cash in Banks

MB&T Operating Account

398,363.12

Total Operating Accounts:

398,363.12

Interest Bearing Accounts

MB&T Money Market Account

753,039.13

SBA Reserve Account

705,819.92

Total Interest Bearing Accounts:

1,458,859.05

Total Cash Balances in General Fund:

\$ 1,859,722.17

Total Daily Deposits and Assessments Received for 10/4/22 - 10/17/22

Daily Deposits:

\$ 156,073.75

Assessments Received:

-

Total Deposits Received:

\$ 156,073.75

Expenditures for 10/4/22 - 10/17/22

Check Number	Vendor	Description	Check Amount
60080	ABM Landscape & Turf Services	Replace Golf Course Irrigation Heads	13,721.00
60081	ABM Landscape & Turf Services	Golf Course & Ball Fields Maint. - 10/22	41,327.38
60093	Florida Blue	Employee Health Insurance: 10/22	32,786.64
60101	Omega Technology Solutions, LLC	Monthly IT Support: 10/22 & Adobe Renewal	7,655.80
60118	Vose Law Firm, LLP	Legal Fees: 9/22	7,500.00
60124	MGM Contracting, Inc	Draw #4 19th Hole Kitchen Renovations	16,950.00
60126	U.S. Tennis and Recreation	Final Payment Tennis & Pickleball Resurface	36,430.00
60140	Card Service Center	Umbrellas, Hologram Stickers, Signs	5,649.54
60145	Current Electrical Solutions Inc	Draw #7 Shopping Center Electrical	12,498.32
60156	IM Solutions	Prepay for Annual Labor Support	6,600.00
60175	TLC Engineering Solutions Inc	Shopping Center Roof Replacement	6,800.00
	Florida Department of Revenue	Sales Tax: 9/22	9,935.95
	Paychex	Net Payroll - PPE 10/9/22	73,628.74
	United States Treasury	Payroll Taxes - PPE 10/9/22	22,289.88

Total Expenditures \$5,000 and above:

293,773.25

Expenditures under \$5,000:

72,756.48

Total Expenditures:

\$ 366,529.73

Board of Trustees

Meeting Agenda Memo

Date: Tuesday, October 25, 2022
Title: **Certification of the Amended and Restated DOR**
Section & Item: 10.A
Department: Resident Relations, DOR
Fiscal Impact: N/A
Contact: Richard Armington, Resident Relations Manager, Kent Cichon, Community Manager, Stephanie Brown, District Clerk, John Cary, General Counsel
Attachments: Deed of Restrictions October 25, 2022
Reviewed by General
Counsel: Yes
Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Approve and Certify 2022 DOR Ballot and Amended and Restated Deed of Restrictions with incorporated amendments.

Background and Summary Information

On October 26, 2021, the BOT voted to proceed to establish a DOR Review Ad Hoc Committee to review the DOR and forward recommended ballot questions for their consideration of inclusion in a 2022 DOR mailout ballot.

On June 28, 2022, ballot questions were brought to the BOT for authorization and to commence mail ballot.

Ballot questions were mailed out to the residents via Print Depot on July 7, 2022 with a deadline for ballot return by October 4, 2022 at 4:30 pm.

On October 5, 2022, the results of the DOR ballot were tallied. Results received confirm that a majority of votes cast approved all proposed amendments. General Counsel began work amending the DOR and will send the completed Amended and Restated Deed of Restrictions with incorporated amendments to the Trustees separately prior to the next meeting.

Staff requests Certification Approval of the Amended and Restated Deed of Restrictions.

Barefoot Bay Recreation District

A DEED RESTRICTED COMMUNITY

Amended and Restated

Deed of Restrictions of The Barefoot Bay Recreation District

October 25, 2022

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THIS AGREEMENT PREPARED BY
AND RETURN TO:

John M. Cary, Esq
Vose Law Firm, LLP
324 West Morse Boulevard
Winter Park, FL 32789

**CERTIFICATE OF APPROVAL OF AMENDED
AND RESTATED DEED OF RESTRICTIONS
FOR BAREFOOT BAY**

The undersigned, Bruce Amoss, as Chairman, and Hurrol Brinker, as Secretary, respectively of the Barefoot Bay Recreation District Board of Trustees, hereby certify that the Amended and Restated Deed of Restrictions for Barefoot Bay dated the 25th of October, 2022, which is attached hereto, and has been duly approved as provided in Section 4 of Article V of the Amended and Restated Deed of Restrictions for Barefoot Bay which is recorded at Official Record Book 8013, Page 1789, of the Public Records of Brevard County, Florida (the “Prior Restrictions”). The written evidence of approval is maintained as a public record at the offices of Barefoot Bay Recreation District, 625 Barefoot Boulevard, Barefoot Bay, Florida 32976. By virtue of said approval, the attached Amended and Restated Deed of Restrictions for Barefoot Bay shall supersede and replace the prior Amended and Restated Deed of Restrictions and all other prior recorded versions of the same except to the extent provided in Article VI of the attached Amended and Restated Deed of Restrictions.

The attached Amended and Restated Deed of Restrictions for Barefoot Bay is applicable to all lands within the following platted subdivisions collectively known as Barefoot Bay:

BAREFOOT BAY UNIT ONE, recorded in Plat Book 22, Page 100, of the Public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART TEN, recorded in Plat Book 22, Page 105; and Re-plat thereof recorded in Plat Book 26, Page 5 of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART ELEVEN, recorded in Plat Book 22, Page 116, of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART TWELVE, recorded in Plat Book 22, Page 79, of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART THIRTEEN, recorded in Plat Book 23, Page 29, of the public records of Brevard County, Florida; and

BLOCKS 3 through 9 and North half of Block 10 of HAVEN GREEN, recorded in Plat Book 12, page 107; and Re-plat thereof, recorded in Plat Book 24, Page 102, both of the public records of Brevard County, Florida.

IN WITNESS WHEREOF, the undersigned Chairman and Secretary of the Barefoot Bay Recreation District Board of Trustees have set their hands and seal this 25th day of October, 2022.

BAREFOOT BAY RECREATION DISTRICT

By: _____
BRUCE AMOSS, Chairman

Attest: _____
HURROLL BRINKER, Secretary

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 25th day of October, 2022, by BRUCE AMOSS and HURROLL BRINKER, respectively the Chairman and Secretary of the Barefoot Bay Recreation District Board of Trustees, a special district existing under Section 418.30 et. seq., Florida Statutes. They are personally known by me or have produced _____ as identification and did take an oath.

Stamp/Seal

Signature of Notary Public

My Commission Expires: _____

**AMENDED AND RESTATED
DEED OF RESTRICTIONS FOR BAREFOOT BAY**

THIS DECLARATION, is made as of the 25th day of October, 2022, by and on behalf of the owners of real property located in the Barefoot Bay development in Brevard County, Florida.

WITNESSETH

WHEREAS, Barefoot Bay is a residential development located in Brevard County, Florida, which consists of the following platted subdivisions, which are collectively known as ***"Barefoot Bay"***.

BAREFOOT BAY UNIT ONE, recorded in Plat Book 22, Page 100, of the Public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART TEN, recorded in Plat Book 22, Page 105; and Re-plat thereof recorded in Plat book 26, Page 5 of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART ELEVEN, recorded in Plat Book 22, Page 116, of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART TWELVE, recorded in Plat Book 22, Page 79, of the public records of Brevard County, Florida.

BAREFOOT BAY UNIT TWO, PART THIRTEEN, recorded in Plat Book 23, Page 29, of the public records of Brevard County, Florida.

BLOCKS 3 and 9 and North half of block 10 of HAVEN GREEN, recorded in Plat Book 12, Page 107; and Re-plat thereof, recorded in Plat Book 24, Page 102, both of the public records of Brevard County, Florida; and

WHEREAS the developers of Barefoot Bay have previously recorded a Deed of Restrictions and various subsequent amendments thereto which are cumulated and most recently restated in an Amended and Restated Deed of Restrictions applicable to the above listed subdivisions which is recorded at Official Records Book 6917, Page 1 and which Deed of Restrictions are known to have been previously recorded at Official Records Book 1248, Page 559; Official Records Book 2247, Page 1359; Official Records Book 2391, Page 2461; Official Records book 2678, Page 2606; Official Records Book 4706, Page 2374; Official Records Book 5890, Page 7390; Official Records Book 6385, Page 270; Official Records book 7455, Page 1089; and Official Records Book 8013, Page 1789 of the Public Records of Brevard County, Florida (collectively the "Prior Restrictions"); and

WHEREAS, the Prior Restrictions provide that the terms and conditions of the Prior Restrictions may be amended upon approval of majority of the owners of residential lots in Barefoot Bay; and

WHEREAS, THE amended and Restated Deed of Restrictions has been approved in writing as a revised, amended, and restated amendment of the Prior Restrictions by a majority of owners' votes cast on proposed amendments as tallied on August 1, 2017; and

WHEREAS, the purpose of the Amended and Restated Deed of Restrictions of the Barefoot Bay Recreation District (BBRD) in twofold: 1. To ensure proper use and appropriate development and/or improvements of each residential Lot of Barefoot Bay and the community as a whole; and 2. To ensure that any such use, development or improvement in aesthetically compatible with other homes, protecting the value and desirability of all property in Barefoot Bay;

NOW, THEREFORE, the property owners in BAREFOOT BAY declare that all property within the subdivisions described herein above, shall be held, sold, and conveyed subject to the terms and conditions of this instrument, which are for the purpose of protecting the value and desirability of all property in Barefoot Bay, which shall run with the title to all lots within the said subdivisions and which shall be binding upon all parties having any right, title or interest in any lot within Barefoot Bay.

ARTICLE I DEFINITIONS

Section 1. ***"Architectural Review and Control Committee"*** (ARCC) shall mean and refer to the Committee established to promulgate guidelines and enforce Article II of the Amended and Restated Deed of Restrictions of the Barefoot Bay Recreation District as established in Article II.

Section 2. ***"Board of Trustees"*** shall mean and refer to the governing body of the Recreation District as defined in Brevard County Ordinance No. 84-05 and Section 418.302, Florida Statutes.

Section 3. ***"Guidelines for Use by the Architectural Review and Control Committee"*** (ARCC Guidelines) shall mean and refer to the document used by ARCC in reviewing and approving applications for construction of homes and structures or alterations to the exterior of home and structures in Barefoot Bay. Said Guidelines shall be amended and updated to ensure compatibility with this Amended and Restated Deed of Restrictions.

Section 4. ***"Recreation District"*** shall mean and refer to the Barefoot Bay Recreation District created under Brevard County Ordinance No. 84-05 and Section 418.30 et. seq., Florida Statutes.

Section 5. ***"Owner" and "Lot Owner"*** shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any lot which is a part of Barefoot Bay.

Section 6. ***"Lot"*** shall mean any lot of record appearing on any of the recorded plats of Barefoot Bay enumerated in the recitals of this instrument. If any manufactured or modular home has been placed on two adjacent platted lots in a manner such that the home is located across the platted boundary between such platted lots, the two platted lots shall be treated as a single Lot for purposes of this instrument.

ARTICLE II ARCHITECTURAL REVIEW & CONTROL

Section 1. Architectural Review & Control Committee

An Architectural Review & Control Committee (ARCC) shall be established to enforce the provisions of this article. The ARCC shall consist of five (5) members, who shall be appointed as follows:

(A) The Board of Trustees of the Recreation District shall appoint a Member of the Board of Trustees to serve as Liaison of the ARCC.

(B) Five Voting members of the ARCC shall be appointed by the Board of Trustees, all of whom shall be Lot owners.

(C) Two (2) alternates shall be appointed by the Board of Trustees, each to a three (3) year term, who shall both be Lot owners. Alternates shall only be permitted to vote when needed to establish a quorum as provided in the ARCC rules and procedures. If needed, the Chairman of the ARCC shall designate which alternate shall vote on any item.

(D) The Community Manager shall assign a Recreation District employee to serve support staff responsible for the recording of notes and drafting of minutes. The Resident Relations Department shall retain original copies of all minutes and handouts from the meeting and shall publish an agenda seven (7) day prior to each meeting.

(E) ARCC member will be appointed by the Board of Trustees, each for a three (3) term. At the expiration of the initial terms, new members will be appointed for terms of three (3) years each. If a member resigns or otherwise vacates his/her seat before the expiration of his/her term, a new member will be appointed to fill the open seat and serve the balance of the unexpired term.

(F) Quorum and Conduct of Business

1. In order to conduct the business of the committee, a quorum must be present. A quorum will exist when a simple majority of three (3) voting members are present. A simple majority of those present is needed to take action on any items.

2. The ARCC shall hold an organizational meeting each year as soon after January 1 as is practicable. The ARCC shall select a Chairman and a Vice-Chairman from among its membership at the organizational meeting. The Vice-chairman will chair the meeting when the Chairman is absent.

3. Each member of the Committee shall have one (1) vote on each permit application.

4. The ARCC may also adopt such rules and procedures as it may deem to be appropriate for the conduct of its business; provided, however, that such rules may not be inconsistent with the provisions of this Article.

Section 2. Requirements for approve by ARCC.

No building or other structure shall be erected or placed on any Lot, nor shall the exterior of any such building or structure or the driveways or parking areas serving such building or structure be altered in any what unless and until two sets of the complete building plans, two sets to complete specifications and two copies of the plot plan have been submitted to the ARCC and approved by it in writing. An application for such approval shall demonstrate to the satisfaction of the ARCC that:

1. The said building or other structure complies in all respects with the Provisions of this instrument; and

2. The said building or other structure is in conformity and harmony with such written rules as may from time to time be adopted by the ARCC.

The ARCC's approval of the said plan specifications and plot plans shall be evidenced by the signature of its Chairman or Vice-Chairman on the plans, specifications and plot plans submitted by an applicant. One set of approved plan shall be returned to the applicant and the other shall be retained by the ARCC among its permanent records.

In the event the ARCC fails to approve or disapprove an application within thirty (30) days after the complete application has been submitted to the ARCC, the ARCC shall be deemed to have approved the application in all respects.

The ARCC shall have the authority to promulgate guidelines relating to all construction and landscaping for lots within Barefoot Bay. Such guidelines may, without formal amendment of this Deed of Restrictions, be created, amended, modified, altered, or changed by a majority vote of the ARCC, provided, however, that notice of any such amendment, modification, alteration, or change to the guidelines shall be given in writing to the Recreation District as soon as practicable after adoption thereof the ARCC. A copy of Guidelines for Use by the Architectural Review and Control Committee (ARCC Guidelines), any such amendment modification, alteration, or change to such a guideline shall be maintained online at the official Recreation District website as well as in the offices of the Recreation District and shall be made available on request to any interested party upon payment of a reasonable copying fee.

In the event the dispute arises in the interpretation by the ARCC of any requirement of this Article or of the regulations provided for herein above, such dispute shall be resolved by a majority vote of the Recreation District, whose decision shall be final and binding.

Section 3. Architectural Design and Installation Requirements.

A manufactured or modular home installed on any lot in Barefoot Bay shall meet the following design and installation requirements and shall be continuously maintained in compliance with such requirements.

(A) All such homes shall be installed at the Lot Owners expense, and such installation shall have the following features and conform to the following requirements:

1. A patio roof, including posts and fascia, fabricated of aluminum or other approved material.

2. A garage with the minimum size of 11' x 18' with siding conforming to the style and materials of the home or a carport roof, including posts and fascia, fabricated of aluminum or other approved materials having two unobstructed sides.

3. In lieu of a garage, a utility room, fabricated of aluminum or other approved materials. A utility room is a building designed to house common household tools and equipment, and for general storage. The base of the building is a concrete slab. It may be used for housing a washer, dryer, and automatic hot water heater. A utility building must be structurally attached by full roof to

the modular coach (mobile home) or carport at eave level. A utility room shall conform to all specific dimensions as approved and recorded by the ARCC.

4. A patio slab made of poured concrete, brick pavers or other approved material.
5. A covered concrete carport slab having a minimum unobstructed area (except for steps) of eleven (11) feet by eighteen (18) feet.
6. A concrete driveway extending from the carport slab to the curb of the adjacent street which driveway shall include a widened or flared area as it approached the street. All driveways and parking areas shall be of poured and reinforced concrete material.
7. Skirting material sufficient to completely enclose the entire base of the home. The skirting may be stucco skirting, stone skirting, outdoor Hardi Board skirting, or other approved material.
8. Central water, sewer, and electricity connected to the home.
9. Landscaping with appropriate plants, grass, shrubs, and/or trees in compliance with regulations adopted by the ARCC.
10. No dock, wharf, landing, boat house or other structure shall extend from any Lot over or on any lake, canal, water way or drainage easement.
11. Each home shall be completed, set up on piers, shall be leveled, and shall have a running gear and tongue of the manufactured or modular home removed as appropriate to the style of home being installed.
12. Each manufactured or modular home shall be tied down in accordance with all applicable building codes and with such installation inspection as required by law.
13. No manufactured or modular home installed on any Lot shall be more than four (4) years old.
14. A final survey showing the location of the home shall be submitted to the ARCC.
15. A lamp post approved by the ARCC shall be installed in front of all Residences and maintained in operational condition at all times. Said lamp post shall be illuminated from dusk to dawn and must be a minimum of 460 lumens (40 watt), be white, clear, or yellow and not be obstructed by landscaping, in accordance with ARCC Guidelines.
16. The address number of all Residences shall be affixed to the front of the carport or garage in such a manner as to be clearly visible and legible from the public or private way on which the home fronts. The numerals of the address number shall not be less than three (3) inches in height and one-half (1/2) inches in width.

(B) Manufactured or modular homes installed upon lots within Barefoot Bay shall be installed only by contractors who are duly licensed for such installations by appropriate governing authorities.

(C) All installation shall meet all the applicable construction codes of Brevard County and the State of Florida, and shall meet all requirements of the Article.

(D) No more than one manufactured or modular home shall be placed on each Lot within Barefoot Bay. Two or more sections of a manufactured or modular home may be joined to form a single dwelling unit.

(E) No manufactured or modular home installed on any Lot after July 1, 1999, shall be less than 20 feet in width and or less than 34 feet in length, including the hitch.

(F) All manufactured or modular homes place on any lot in Barefoot Bay shall have complete sanitary facilities including lavatory, wash basin, tub or shower and kitchen sink. All homes shall be connected to public sewer and public water supply in conformity with all requirements of applicable government agencies.

(G) Any solar installation must be within the setback requirements and meet the requirements of section 163.04, Florida Statutes, and must be in conformity and harmony with the state statutes and the DOR.

Section 4. Setbacks

The placement and installation of manufactured or modular homes on any lot in Barefoot Bay shall require the following setbacks from Lot lines:

1. Corner Lots

Rear Setback – 7 1/2 feet

Side Setback from Adjacent lot – 7 1/2 feet

Setback from remaining side lot line and front lot line – 10 feet and 15 feet with the property owner having the choice as to which of the two setbacks shall be 10 feet and which of the two shall be 15 feet.

2. Interior Lots

Rear Setback – 7 1/2 feet

Side Setback – 7 1/2 feet

Front Setback – 10 feet

3. Measurement of setbacks shall not include air conditioners, walkways, reception antennas and steps where no vertical supports are used.

Section 5. Fencing

(A.) Fencing shall not be permitted along any lot line where drainage canals or swales exist.

(B.) Where no drainage canals or swales exist along a lot line, permitted fencing shall be limited to chain link, powder coated or steel, vinyl picket fencing, or other ARCC approved materials not exceeding four (4) feet in height.

Section 6. Antennas and Satellite Dishes

(A) As used in this section, the following terms shall have the following meanings:

1. ***“Reception Antenna”*** shall mean any device used for receipt of audio or video programming services, including direct broadcast satellite services and radio and television broadcast services. A reception antenna which has transmission capability which is designed for the viewer to select or use video programming is a reception antenna within the meaning of this definition, provided that it meets the standards of the Federal Communications Commission (“FCC”) for radio frequency emissions. The support structure, cabling, guy wires, conduits, wiring and other accessories necessary for proper installation maintenance and use of reception antenna shall be considered part of the antenna.

2. ***“Transmitting Antenna”*** shall mean any device used for the sending or transmission of audio or video signals.

(B) Installation of transmitting antennas on the exterior of residences within Barefoot Bay shall be prohibited on and after August 31, 1997. Any transmitting antenna located on residential property in the Recreation District on August 31, 1977, shall be permitted to remain in place and utilized by its Owner until such antenna is destroyed, removed, or damaged in an extent of more than 75 % of its value. Upon such destruction, removal, or damage, such antenna shall not be replaced or repaired.

(C) No reception antenna shall be installed on the exterior of any structure within Barefoot Bay unless and until written notice of such installation is submitted to the ARCC. The said written notice shall demonstrate that the proposed installation complies with all rules and regulations of the FCC and with these rules and regulations. Any such notice submitted by a tenant shall be accompanied by the written joinder and consent of the Lot Owner.

(D) All reception antennas installed within Barefoot Bay Recreation District shall meet the following requirements:

1. Direct broadcast satellite reception antennas shall not exceed forty inches in diameter.

2. Antennas shall be located in a place shielded from direct view from the street; provided however, that nothing in this rule shall be deemed to require that the installation be in a location from which an acceptable quality signal may not be received.

3. Antennas shall be installed solely on property owned by the Lot Owner submitting the notice described in paragraph (C) of this section, and no part of any antenna installation shall encroach upon common area of the Recreation District or the property of any other Owner within Barefoot Bay.

4. No part of any antenna shall be located within seven and one-half (7 1/2) feet of the side lot line or rear lot line of any Lot; provided, however, that nothing in this rule shall be deemed to require that the installation be in a location from which an acceptable quality signal may not be received.

5. No antennas shall be installed in a location which is higher than is absolutely necessary for reception of an acceptable quality signal.

6. Antennas shall be installed and secured in a manner which complies with all applicable local and state laws and regulations and manufacturer's instructions.

7. Each antenna shall be secured such that it does not jeopardize the safety of any structure or the safety of any person.

(E) The Owner of reception antenna shall not permit the antenna to fall into disrepair or to become a safety hazard and the Owner shall be responsible for all maintenance and repair of the antenna.

(F) Each Owner of a reception/transmitting antenna shall be responsible for all costs associated with the antenna, including, but not limited to installation, maintenance, and removal.

Section 7. Enforcement or Architectural Control Requirements.

(A) The ARCC is to assist in the enforcement of the provisions of Article II of this Instrument. The ARCC shall advise and consult with a designated representative of the Recreation District with respect to apparent or alleged violations of the terms or conditions of Article II of this Instrument and as to the appropriate means to correct or remedy such violations. This subsection shall not be deemed to limit the right of the Recreation District to determine for itself whether such a violation exists and the appropriate remedy for any such violation.

(B) In the event that the Recreation District determines that there is a violation of the provisions of Article II of this Instrument on any Lot in Barefoot Bay, the Recreation District shall give written notice to the Owner and/or Occupant of such Lot in accordance with the process outlined in Article III, Section 13 of this instrument.

ARTICLE III RESTRICTIONS ON USE OF LOTS

Section 1. Residential Use.

No structure other than a single story, single-family residential dwelling shall be erected, altered, placed, or permitted to remain on any lot. Each lot is hereby restricted to residential use by the Owner or Owners thereof and their immediate families, guests, lessees, and invitees. No commercial or business activity shall be permitted upon any lot unless the occupant thereof holds a home occupation license issued by Brevard County of such activity; provided, however, that all lot owners shall comply with the requirements of Section 8 of this article. The owner of a commercial business operating out of the residence must reside in that residence.

Section 2. Condition of Property.

(A) The lawn and landscaped areas (including all trees, shrubs, and other vegetation) of each lot shall not be neglected and shall be regularly pruned and maintained at the expense of the Owner or Resident of such lot. The lawn and landscaped areas shall be maintained free from all underbrush, excessive overgrowth, all rubbish, and weeds and grass in excess of six inches in height. "Excessive overgrowth" shall mean any vegetation that is not regularly pruned in accordance with common care for such vegetation, or presents an inherent danger in either height, placement or as restricted in ARCC Guidelines. Dead vegetation on any lots is required to be promptly removed.

(B) The exterior of a home or other ancillary structures on any lot shall be maintained free of mildew, mold and dirt which is visible when the house is viewed from the street or from any adjacent lot.

(C) The lawn, landscaped areas, driveways and carports on each lot shall be kept free of all items of personal property except for customary outdoor items such as exterior patio or porch furniture, golf carts, vehicles, and barbecue grills. The intent of this requirement is to prohibit the accumulation and/or storage of items such as indoor furniture, automotive parts, cartons, boxes, debris and similar property which causes an unsightly appearance or nuisance if left on or about the exterior of a home.

(D) In the event that any lawn, landscaped areas, driveway, carport or home is not maintained in compliance with the requirements of Section 2, Section 10, or Section 11 of Article III, the Recreation District shall have the right to enter upon the lot and take any action reasonably necessary to cause the home and lot to come into compliance with the requirements of subsections (A), (B), and (C) of Section 2, Section 10, or Section 11 of Article III. The expense of such action shall be billed by the Recreation District to the owner, shall be personal obligation of the owner, and shall be paid by the owner within thirty days after the owner is provided with written notice of such expenses. If payment is not made within the said thirty-day period, the expense in question shall be and become a lien upon the said lot until paid, which lien shall have priority as of the date of recording of notice thereof in the public records of Brevard County; provided, however such lien shall not be superior to the lien for county taxes or the lien for the Recreation District's assessments and maintenance fees. The sum so due to the Recreation District may be collected by either an action of law, or the Recreation District shall have the right at its discretion to proceed to foreclose the above-described lien. In the event of such litigation, the Recreation District shall have the right to recover the costs thereof including a reasonable attorney's fee.

Section 3. Parking of Vehicles.

(A) No commercial vehicle, abandoned, non-registered, and/or inoperable vehicle, recreational vehicle, jet ski, boat, boat trailer, utility trailer, camper, motor home, camping trailer, truck camper, pick-up truck with camper top or vehicle in excess of 25 feet in overall length as measured from the foremost projection thereof to the rearmost projection, thereof, shall be parked on any lot, driveway, carport or common area within Barefoot Bay, except for (1) commercial vehicles park temporarily at a lot for the purpose of providing repair or other services to the occupant thereof, and (2) those vehicles described in subsection C of this section.

(B) All vehicles described in subsection (A) of this section shall be parked in vehicle storage areas provided by the Recreation District or in such other areas outside Barefoot Bay as may be located by the owner.

(C) 1. Notwithstanding any of the foregoing subparagraphs of this section, a recreation vehicle, boat, personal water craft, utility trailer, or boat mounted on a trailer may be parked in the driveway on a lot for purposes of cleaning, loading, unloading, and preventative maintenance between the hours of 7 a.m. and 10 p.m. only. An owner may request that a vehicle be allowed to remain on a lot beyond the timeframe provided herein if extenuating circumstances exist submitting a request to Recreation District Resident Relations in advance of said occurrence. No vehicle shall remain on a lot beyond the timeframe provide herein without obtaining approval from Recreation District Resident Relations in advance.

2. A commercial vehicle is defined for the purpose of this Document as any passenger and/or non-passenger vehicle designed, used, or maintained primarily for the conduct or operation of a commercial business. Only one pick-up truck, passenger van or cargo van used for commercial purposes, which is the sole means of transportation of the occupant of the lot, must be kept in a garage or fully parked under a carport with visual buffering as may be approved by ARCC. A vehicle may not have signage, equipment, or materials visible when parked.

(D) Motor vehicles parked at or on a Lot shall be parked only on the concrete driveway or concrete parking area serving on such Lot. No vehicle shall be parked on any lawn, grass or landscaped area of a Lot.

(E) Kayaks and canoes may be properly stored and secured at the rear of any residence.

Section 4. Pets.

(A) Property Owners and their lessees, tenants, guests and invitees shall be responsible for the control of any pets owned by them while such pets are within Barefoot Bay. All pets shall be on a leash (maximum of six feet in length) while being walked or exercised within Barefoot Bay outside the confines of the Owner's residence or completely enclosed fenced areas of a residential lot. The Owner of any pet shall be responsible for the immediate removal and proper disposal in accordance with any local, state or federal law of any bodily waste deposited by a pet on any property within Barefoot Bay.

(B) Animals, livestock, or poultry of any kind shall not be raised, bred, or kept on lay lot, except that two (2) dogs or two (2) cats or one (1) dog or one (1) cat or other small domesticated household pets which are kept inside the home provided they are not boarded, stabled, kenneled, or bred for commercial purposes. Swine, fowl, and livestock (cos, horses, sheep, goats, etc.) shall not be kept on any lot in Barefoot Bay. No feral cat colony shall be maintained on any lot in Barefoot Bay.

(C) No dog houses, kennels or animal cages of any kind shall be allowed outside of any home on any Lot within Barefoot Bay.

(D) No Dangerous Dogs, as classified by the Brevard County Animal Services and Enforcement, pursuant to Sec. 14-49, code of Ordinances of Brevard County, Florida, or as such section may be amended, shall be allowed to be maintained on any lot in Barefoot Bay.

(E) No person shall knowingly keep or harbor any animal which is known to attack or harm any person or pet while walking or riding on streets or lots within Barefoot Bay.

Section 5. Nuisance.

No nuisance shall be allowed upon any Lot, nor shall the occupant of any Lot be permitted to conduct or engage in any activity which interferes with the peaceful possession and proper use of neighboring property by the occupants thereof. No person shall make unlawful use of any Lot within Barefoot Bay, and the occupants of all Lots shall comply with all valid laws, zoning ordinances, and regulations of Brevard County and the State of Florida.

Section 6. Signs, Flags, and Banners.

(A) Not more than one sign having a maximum area of 6 square feet may be used to advertise a Lot "for sale" or "for rent," to advertise a contractor working on the property, or to express political views or support. Any such sign shall be made of wood, plastic, metal, or other approved material and shall be maintained in good repair, free of faded or peeling paint or other material. Such signs shall be removed within two (2) weeks after the event and must comply with Florida Statutes and County Ordinances.

(B) Not more than one sign advertising a "**Garage Sale**" or "**Yard Sale**" shall be located on any Lot. All such signs shall comply with the codes of Brevard County.

(C) Signs displayed in front of or attached to the home having maximum area of one (1) square foot indicating Brevard County Security Inspection and/or signs provided by the vendor of a home security system shall be allowed. Such signs shall not fall within the limitation set forth in Article III, Section 6 (A).

(D) Except as provided in subsections (A), (B), and (C) of this section, no sign of any kind shall be displayed on any residential Lot in Barefoot Bay except as permitted by federal law, state law, or county ordinances.

(E) All signs on commercial property within Barefoot Bay shall comply with all applicable ordinances and regulations of Brevard County.

(F) The Recreation District shall have the right to erect signs within Barefoot Bay for the purposes of identifying the Barefoot Bay development or providing directions to or identifying properties owned by the Recreation District.

Section 7. Vehicle Repairs.

No major repair or overhaul of any motorized vehicle shall be performed on any Lot, roadway, driveway or common area within Barefoot Bay. Minor repairs requiring less than eight hours of work and washing or polishing of any vehicle is permitted at a residence.

Section 8. Commercial Work and Storage of Materials Outside of Dwelling Units.

No commercial work or storage or work materials or work equipment shall be permitted on any Lot outside of dwelling unit. Additionally, no work material or work equipment shall be stored in public view in, on or upon any vehicle parked on any Lot.

Section 9. Clotheslines.

Clotheslines and any outdoor drying apparatus are permitted on lots within Barefoot Bay. Any such clothesline or drying apparatus must be placed to the rear of the residence and must be folded or removed overnight. Clotheslines may not be located within carports.

Section 10. Condition of Skirting Material of Home.

The skirting material on all manufactured or modular homes shall be maintained at all times so that such skirting remains in substantially the same condition as when it was newly installed. No gaps or openings will be permitted to exist. Vents are to maintained in good condition.

Section 11. Maintenance of Exterior of Homes.

The exterior of each home, including, but not limited to, windows, screens, roofs, gutters, and siding shall be maintained in good condition at all times and/or in substantially the same condition as when each item was newly installed without gaps and openings. Only materials as approved by the ARCC shall be used.

Section 12. Motorized Boats.

Except for craft utilized for maintenance purposes by or on behalf of the Recreation District, no motorized boats shall be operated or otherwise used on any of the lakes, canals or other waterways within Barefoot Bay.

Section 13. Temporary Portable or Free-standing Structures.

Temporary, portable, or freestanding structures that are installed for longer than 48 hours are prohibited unless an application is completed, submitted to, and approved by the ARCC.

Section 14. Enforcement of Deed of Restrictions.

(A) Violations Committee to assist in the enforcement of the provisions of this Instrument. The Violations Committee shall advise and consult with a designated representative of the Recreation District with respect to apparent or alleged violations of the terms or conditions of this Instrument. The Violations Committee shall bring apparent or alleged violations to the attention of the Recreation District and shall consult with the Recreation District's designated representative as to the appropriate means to correct or remedy such violations. The Violation Committee is authorized to impose administrative fines on behalf of the Board of Trustees to enforce compliance with this Instrument to the extent that such administrative fines are authorized by Florida Legislature. The subsection shall not be deemed to limit the right of the Recreation District to determine for itself whether such a violation exists and the appropriate remedy for any such violation.

(B) **Notice of Violation.** Statement of Violation and Notice of Hearing. In the event that the Recreation District determines that there is a violation of the provisions of this Instrument on any Lot in Barefoot Bay, The Recreation District shall give a Statement of Violation and Notice of Hearing to the Owner or Occupant of such Lot specifying the nature of such violation and giving the Lot Owner or Occupant a reasonable time, as determined by Recreation District management and pursuant to current written Recreation District policy, to cure or correct such violation. Such Statement of Violation and Notice of Hearing shall be deemed to be sufficient if it is (1) delivered personally to the occupant of the

Lot or the record Owner of the Lot as shown on the Brevard County Tax Rolls, in addition to posting on the Lot of the address where the violation exists, (2) mailed by certified U.S. Mail, return receipt requested, to the Occupant of the Lot at the address on which the violation exists, or (3) mailed by certified U.S. Mail, return receipt requested, to the address of the Owner as shown on the Brevard County Tax Rolls.

(C) **Penalties.** In the event that the Recreation District determines that the Owner or Occupant of the Lot to whom such notice of violation has been given has not corrected the violation within the time set forth in the notice, the Recreation District may, in its discretion, consider the issue of such violation at a regular meeting of the Board of Trustees of the Recreation District. If the Board of Trustees concurs that legal action is necessary to cause the alleged violation to be corrected, the Recreation District shall thereafter have the authority to bring an action for injunctive or other appropriate relief in a Court of competent jurisdiction in Brevard County, Florida. If the Recreation District brings such legal action to enforce the provisions of this Instrument, the Recreation District shall be entitled to an award of attorney's fees and court costs incident to such action.

ARTICLE IV FACILITIES OF RECREATION DISTRICT

Section 1. Ownership.

The Recreation District by and for the benefit of the property owners of Barefoot Bay shall be the Owner of all common areas and recreational facilities within Barefoot Bay. The Recreation District shall have the right to operate and maintain such facilities for the benefit of the Owners as provided in Section 418.30, et seq., Florida Statutes and Brevard County Ordinance No. 84-5.

Section 2. Rules and Regulations.

The Recreation District shall have the power to adopt the rules and regulations regarding the use of any facilities owned by it.

Section 3. Social Membership Fee.

Each new Lot Owner shall, upon the genuine purchase of the property, pay to the Recreation District a social membership fee. The membership fee may be increased by the Board of Trustees of the Recreation District as stated in the Barefoot Bay Recreation District Policy Manual.

The Social Membership Fee shall be a one-time charge, upon the genuine sale of the property to a new owner, which is non-refundable and non-transferable from a Lot Owner to any other party. Such fee shall entitle the Lot Owner to use the common facilities of the Recreation District, except the Golf Course, subject to the Rules and Regulations adopted by the Recreation District for the use of its facilities. No Lot Owner shall be excused from payment of the Social Membership Fee by reason of (I) non-use of the facilities, (II) non-residency in Barefoot Bay, or (III) by virtue of ownership of more than one Lot.

The Lot Owner's obligation for the Social Membership Fee accrues upon the genuine sale of a Lot in Barefoot Bay to such Owner, and the Recreation District shall have a lien upon such Lot for the Social Membership Fee until payment of the fee is made. If the Social Membership Fee remains unpaid

more than thirty (30) days next after an owner takes title to a Lot in Barefoot Bay, the Recreation District's lien shall be subject to foreclosure in a court of competent jurisdiction in Brevard County, Florida. In any such legal action, the Recreation District shall be entitled to the award of all court costs and reasonable Attorney's Fee.

Notwithstanding the above, a paid Social Membership Fee may be refunded upon the following conditions:

1. A Lot Owner furnishes evidence that a Social Membership Fee was paid on a previously owned Lot that formerly served as the primary residence of the Lot Owner; and
2. The previously owned Lot has been sold by the Lot Owner no greater than eighteen (18) months prior to the application for a refund.
3. A Social Membership fee was charged and paid on a newly purchased Lot; and
4. A newly purchased Lot has been established as the primary residence of the Lot Owner; and
5. Application for a refund of the newly charged Social Membership Fee is made within eighteen (18) months of the purchase of the new lot.

Section 4. Recreation District Assessment and/or Maintenance Fee.

All Lot Owners of record within Barefoot Bay shall pay to the Recreation District the District's Recreation District Assessment levied in accordance with Section 418.30, et seq., Florida Statutes and the Recreation District's Maintenance Fee, charged in accordance with the Prior Restrictions and the Recreation District's Assignment recorded at Official Records Book 3633, Page 0938, of the Public Records of Brevard County, Florida. Such fee and/or assessment fee may be levied as a monthly or annual charge for the acquisition, maintenance and operation of the Recreation District's facilities. No Lot Owner shall be excused from payment of such fees or charges by reason of non-use of the Recreation District's facilities or any portion thereof.

Section 5. Use of Golf Course.

None of the charges described previously in this Article shall be construed to entitle any Lot Owner or any other person to use the Golf Course within Barefoot Bay without payment of such additional Green Fees or Golf Fees as may, from time to time, be established by the Recreation District.

ARTICLE V GENERAL PROVISIONS

Section 1. Easements.

The easements and rights of way set forth on the recorded plats of Barefoot Bay for public utilities are reserved for the creation, construction and maintenance of utilities such as gas, water, telephone, telegraph, electricity, sewers, television cables, storm drains, and other functions which are necessary or expedient for public health and welfare. Along curved blocks, overhead utility lines are permitted beyond the front and rear easements to the extent necessary to service all Lots in such

blocks. Overhead service wires are permitted across the corner of rear yards where side Lot lines do not join in the rear at the common corner.

Section 2. Severability.

The provisions of the Amended and Restated Deed of Restrictions are severable, and the invalidation of any one provision by a court of competent jurisdiction shall not invalidate any other provision hereof. Any provision not affected by such judgment shall remain in full force and effect.

Section 3. Duration of Covenants.

The covenants set forth in this Amended and Restated Deed of Restrictions shall run with the land and shall be binding on all parties or persons holding title to Lots in Barefoot Bay for a period of fifteen (15) years from the date of recordings of this instrument. After such period, the provisions set forth in this instrument shall be extended automatically for successive periods of ten (10) years each.

Section 4. Amendments.

Amendments of this instrument may be initiated by a Lot Owner or the Recreation District. Any amendment shall become effective only upon approval by a majority of votes cast on any individual proposed amendment, provided however that the amendment affecting any of the rights or responsibilities of the Recreation District shall have the concurring vote of the Board of Trustees of the Recreation District. In voting with respect to any proposed amendment of this instrument, the Owners of each Lot shall be entitled to one vote, and multiple Owners of any given Lot shall designate which of the Owners shall be entitled to vote on any such proposal.

Section 5. Availability of Documents.

All documents referenced in the Amended and Restated Deed of Restrictions are available online at the official website of the Barefoot Bay Recreation District or at District Administrative offices upon payment of a reasonable copying fee consistent with the Recreation District's Public Record Request Policy.

Section 6. Correction of Spelling/Grammatical Errors.

The correction of spelling/grammatical errors in the Amended and Restated Deed of Restrictions may be made without requiring a vote of Lot owners.

ARTICLE VI PRIOR DEED OF RESTRICTIONS SUPERSEDED

The Amended and Restated Deed of Restrictions supersedes and replaces the Prior Restrictions cited in the preamble of this instrument; provided, however, that nothing herein shall affect the rights of the Restriction District to collect assessments and/or maintenance fees under the prior Deed of Restrictions and Assignment of Right recorded at Official Records Book 3633, Page 0938, of the Public Records of Brevard County, Florida.

ARTICLE VII

CERTIFICATE OF APPROVAL

The undersigned Chairman and Secretary of the Recreation District certify that this Amended and Restated Deed of Restrictions has been approved and adopted in accordance with Section 4 of Article V of these Restrictions.

IN WITNESS WHEREOF, the undersigned offices of the Barefoot Bay Recreation District Board of Trustees have hereunto set their hands and seal this 25th day of October 2022.

BAREFOOT BAY RECREATION DISTRICT

By: _____
BRUCE AMOSS, Chairman

Attest:

By: _____
HURROL BRINKER, Secretary

Board of Trustees Meeting Agenda Memo

Date: Tuesday, October 25, 2022

Title: **Pool #1 Pit and Heater Replacement and Relocation Project Award of Contract**

Section & Item: 10.B

Department: R&M/Capital Projects

Fiscal Impact: \$109,100 (FY22 Budget)

Contact: Kent Cichon, Community Manager, Matt Goetz, Property Services Manager

Attachments: RFP 2022-05 Pool & Heater Pit Replacement with exhibit A, Addendum-01, RFP 2022-05 Family Pools Proposal, RFP 2022-05 Parkit Construction Proposal, Tabulation Sheet, RFP 2022-05 Ranking Sheets

Reviewed by

General

Counsel: Yes

Approved by: Kent Cichon, Community Manager



Requested Action by BOT

Consider RFP Committee's recommendation, award RFP 2022-05 – Pool Pit & Heater Replacement and Relocation, and authorize staff to negotiate a contract with the BOT-selected firm.

Background and Summary Information

The replacement and relocation of the Pool #1 pit and heater was originally budgeted in FY18 but deferred until later years when the 2018 BOT decided not to pursue the issuance of a 30-year bond for 21 specific projects and to re-order project priorities. In FY20, the project was further delayed when the 2020 BOT funded the creation of construction drawings to renovate the entire area (encompassing the current locations of the pit and heater building). When the 2021 BOT canceled the Lounge/Lakeside Expansion project, the individual projects were again green-lighted. Due to the anticipated lengthy closure of the pool and Lakeside area for the project, the commencement of the project could not be accomplished in 2021 without infringing upon the winter season.

On May 12, 2022, the BOT approved the delay of the proposal to replace and relocate the Pool #1 pit and heater until early FY23 due to Family Pools, Inc.'s (BBRD's pools services continuing contract provider) problematic timeline, (19) weeks for permitting and equipment acquisition and 9 weeks of work) which had the potential for closures during the winter season. The FY22 Adopted Budget for this project was \$109,100 and Family Pools, Inc.'s original proposal was \$229,949.12.

A new RFP (RFP 2022-05) was publicly advertised in August 2022, and BBRD received two (2) submittals from the following firms:

- Family Pools, Inc. (proposed \$301,766)
- Parkit Construction, Inc. (proposed \$178,271.25)

The RFP Committee, consisting of voting members Herbert Steelman (RFP Committee Chairman), Randy Loveland (Trustee), Matt Goetz (Property Services Manager), and non-voting members Bruce Amoss (BOT Chairman) and Kent Cichon (Community Manager) evaluated the submitted proposals and interviewed the firms, giving consideration to the following criteria:

- Experience and References (weighted 30%)
- Start Date and Number of Days of Project (weighted 20%)
- Cost Proposal (weighted 50%)

The RFP Committee voting members ranked the two firms that submitted qualified proposals in the following order and unanimously recommended awarding the contract to Family Pools, Inc. based on scoring, experience, and timeline to the Board of Trustees:

- Family Pools, Inc.
- Parkit Construction, Inc.

Staff recommends the BOT award RFP 2022-05 – Pool Pit & Heater Replacement and Relocation to one of the two firms that submitted a qualified proposal and authorize staff to negotiate a contract with the selected firm.



REQUEST FOR PROPOSAL #2022-05 Pool #1 Pit and Heater Building Replacement

Barefoot Bay Recreation District
Office of the District Clerk
625 Barefoot Blvd.
Barefoot Bay, FL 32976

ISSUE DATE: 08/23/2022

CONTACT: Stephanie Brown
PHONE NUMBER: 772.664.3141
FAX: 772.664.1928
E-MAIL: sbrown@bbrd.org

**PROPOSALS TO BE RECEIVED NO LATER
THAN 4:30 PM ON Monday, 09/26/2022**

**PROPOSALS WILL BE OPENED AT 10:00AM
ON TUESDAY, 09/27/2022**

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SECTION I

INTRODUCTION

Barefoot Bay Recreation District (hereinafter referred to as “BBRD”) is requesting sealed Proposals for **“RFP No. 2022-05, Pool #1 Pit and Heater Building Replacement.”**

PROPOSALS DUE DATE & TIME: Monday, September 26, 2022 AT 4:30 P.M. Proposals package shall be mailed or hand-delivered to the Office of the District Clerk, located at the Administration Building, 625 Barefoot Blvd., Barefoot Bay, Florida 32976. Proposals are to be received NO LATER THAN 4:30 P.M. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. BBRD will not be responsible for mail delays, late or incorrect deliveries. The time/date written on the package by staff in the Administration Building will be the official authority for determining late Proposals.

NOTE: Proposals will not be opened on the same date and time as identified above. The Proposals opening will be conducted by the Evaluation Committee in public at 10am on, Tuesday, September 27, 2022. The location of the opening will be held in the Administration office, 625 Barefoot Blvd., Barefoot Bay, FL 32976 (subject to change).

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposals package, **“Attention District Clerk Brown: RFP No. 2022-05, Pool #1 Pit and Heater Building Replacement.”** Responder’s name and return address should be clearly identified on the outside of the package.

Proposer shall submit one complete set with all supporting documentation:

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of Proposals in response to this Request for Proposals constitutes an offer by the Proposer. Proposals which do not comply with these requirements may be rejected at the option of BBRD. It is the Proposer’s responsibility to ensure that submittals are in accordance with all addendums issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements.

A required pre-submittal site inspection meeting will be held on Wednesday, September 07, 2022 (9:00 am) starting at Pool #1, 625 Barefoot Blvd., Barefoot Bay, FL 32976. This required pre-submittal meeting will allow the proposer the opportunity to inspect the work sites and bring forward any questions concerning this RFP. Matt Goetz, Property Services Manager, will be available to answer any questions about the site.

For information concerning procedure for responding to this Request for Proposals (RFP), contact Stephanie Brown, District Clerk, at 772.664.3141. Such contact should be for clarification purposes only. Material changes, if any, to the Scope of Services, Proposals or procedures will only be transmitted by written addendum as posted on www.demandstar.com and on www.bbrd.org.

Questions outside of the pre-bid site inspection meeting about the meaning or intent of the RFP shall be submitted in writing and directed to The Office of the District Clerk, 625 Barefoot Blvd., Barefoot Bay, FL 32976, Attention: Stephanie Brown, District Clerk. Questions may also be e-mailed to sbrown@bbrd.org. Questions received less than seven (7) calendar days prior to the date for opening of the Proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their Proposals.

STANDARD TERMS & CONDITIONS AND INSURANCE REQUIREMENTS

Proposers are responsible for reviewing BBRD's terms and conditions of RFPs within the BBRD Policy Manual available at <http://bbrd.org/resident-relations/> (click on "BBRD Policy Manual"). On pages 17-20.

SPECIFIC CONTRACTUAL LANGUAGE THE PROPOSER WILL BE BOUND BY IF AWARDED CONTRACT FOR SERVICES

The following is an excerpt of the Barefoot Bay Recreation District (BBRD) Policy Manual and not meant to be viewed as the only contractual language to be included in a final contract between BBRD and the successful Proposer.

- **Relationship of Parties/Insurance.** *The parties hereby agree and intend that the relationship of Contractor to BBRD is that of an independent contractor. Contractor shall provide a copy of Contractor's Certificate of Liability, Workers Compensation, and Auto Insurance listing Barefoot Bay Recreation District as an additional insured in regard to Liability Insurance.*
- **Indemnity.** *The Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision*
- **Control of Work.** *Contractor shall have sole control of the manner and means of performing the Services described in Paragraph 2 herein, and shall complete said Services by Contractor's own means and methods of work. Nothing in this Agreement will allow BBRD to exercise control or direction over the manner, means, or method by which Contractor provides the Services under this Agreement. Although Contractor*

- shall control the method of performing services as provided herein, Contractor shall perform all work in a timely manner. Contractor shall permit BBRD personnel unlimited access to worksite to inspect quality of work and materials being used.*
- **Warranty.** Contractor provides the following warranties:
 - *Materials:*
 - *TBD*
 - *Workmanship of installation:*
 - *TBD*
 - **Waiver.** *No waiver is enforceable unless in writing and signed by such waiving party, and any waiver shall not be construed as a waiver by any other party or as a waiver of any other or subsequent breach.*
 - **Amendments.** *This Agreement may not be amended or modified unless by the mutual consent of all of the parties hereto in writing. All amendments or modifications shall be attached to this Agreement and made a part thereof.*
 - **Indemnification:** *Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of Contractor, or anyone directly or indirectly employed by Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided.*
 - *BBRD shall indemnify and hold harmless Contractor and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of BBRD, or anyone directly or indirectly employed by BBRD, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, BBRD agrees to pay, on behalf of Contractor, the cost of Contractor's legal defense as may be selected by Contractor for all claims described in this paragraph. Such payment on behalf of Contractor shall be in addition to any and all legal remedies available to Contractor and shall not be considered to be Contractor's exclusive remedy. BBRD agrees that in no event shall Contractor be liable for any consequential, incidental, indirect, exemplary or special damages, whether in contract or in tort, in any action, in connection with any goods or services provided by Contractor. The parties acknowledge that specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.*
 - **Public Records.** *All documents, maps, drawings, data and worksheets maintained by Contractor for BBRD under this Agreement shall be deemed public records pursuant to Chapter*

119, Florida Statutes and shall be maintained as public records by Contractor. Upon request from the BBRD public records custodian, provide BBRD 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 allowable under Florida Law. Contractor agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Contractor agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists and information which Contractor deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall Contractor acquire any interest therein. Contractor agrees that in the event of termination of this Agreement, Contractor shall promptly return at no cost to BBRD all public records documents, forms, contracts, lists and completed work or work in progress relating to the affairs of BBRD and any personal property of BBRD in Contractor's possession at the time of termination. Notwithstanding the foregoing, and in lieu of transferring public records back to BBRD at the termination of this Agreement, the Auditor may keep and maintain public records in accordance with Florida Law at the time of termination of this Agreement. Upon the transfer of public records from Auditor to BBRD at the time of termination of this Agreement, as provided for herein, duplicate public records that are exempt or confidential shall be destroyed by Auditor at the time of termination. If Auditor keeps and maintains public records upon termination of this agreement, the contractor shall meet all applicable state statutory requirements for retaining public records. Public records maintained by Auditor in an electronic format, shall be provided to BBRD in a format that is compatible with the information technology systems of BBRD at the time of termination. All title to supplies, records of any type whatsoever, equipment and furnishings shall remain the sole property of BBRD.

- **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772.664.3141, sbrown@bbrd.org, BAREFOOT BAY RECREATION DISTRICT, 625 BAREFOOT BOULEVARD, BAREFOOT BAY, FL 32976**
- **Governing Law, Venue, and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement and/or regarding any work performed pursuant this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing such action.
- **Assignment and Binding Effect.** The rights and obligations of the Contractor under this Agreement are personal. This Agreement may not be assigned or transferred in whole, or in part, by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective heirs and permitted successors and/or assigns.
- **Severability.** This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability

of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.

- **Consents and Authorizations.** *By the execution of this Agreement, each party acknowledges and agrees that each such party has the full right, power, legal capacity and authority to enter into this Agreement, and the same constitutes the valid and legally binding agreement of each such party in accordance with the terms, conditions and other provisions contained herein.*

SECTION II

SCOPE OF WORK

A summary of desired work is provided below. It is the responsibility of the proposer to identify all needed work and include said information and costs within his/her proposal.

POOL #1-

BBRD is seeking contractors for the complete design and replacement of the Pool pit, equipment and heater room removal at 625 Barefoot Blvd. Pool #1 which will include but is not limited to the following items:

- Complete redesign of the Pool #1 pit and heater room, moving equipment off of the pool deck and outside the gates in BBRD's desired location
- Draining of the pool to an adequate level to perform the work, removal of chemical pumps, main circulation pump, vacuum pump and heater to be returned to BBRD; all electrical systems to be removed
- Removal and disposal of the electrical panel and plumbing inside the pit. Pump and other equipment will be returned to BBRD.
- The current Pool pit is in very poor condition and is expected to be demolished completely as well as the current heater storage building (these are concrete structures and BBRD will not be responsible for disposal) the old pit will be filled and capped with concrete and pavers to match existing. The heater room area will also be capped with concrete.
- A new structure and equipment is to be installed in BBRD's desired location. This may include relocation of the main drain plumbing as well as the water lines, drains, jets and gas line. Excavation of the new site and construction of the new pit to include but not limited to termination of the plumbing, electrical and gas services.
- Reconnection of the existing heater within the new building.
- Refilling of the pool, equipment testing and equipment training for the staff are required.

SECTION III

REQUEST FOR PROPOSALS TIMELINE

The anticipated schedule for this RFP is as follows:

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	Aug 22, 2022
2	Publication Date	Aug 23, 2022
3	Advertisement	Aug 23, 2022 through Sept 26, 2022
4	Mandatory Pre-Submittal Site Inspection Meeting	Sept 07, 2022 (9:00am) starting at Pool #1, 625 Barefoot Blvd., Barefoot Bay, FL 32976
5	Deadline for Written Questions	Sept 16, 2022, 4:30pm
6	Responses/Addendum Issued	Aug 26, 2022 through Sept 23, 2022
7	Submission Deadline (RFP close date)	Sept. 26, 2022, 4:30pm
8	RFP Opening Date and initial review	Sept. 27, 2022, Admin office at 10am
9	Evaluation Comm. Mtg. (Discussion & Review, interviews if needed, otherwise vote on a recommendation to Board of Trustees)	Oct. 04, 2022, Admin office at 9am
10	Board of Trustees meeting for Contract Award	Oct 25, 2022, Bldg. D/E at 1pm
11	Commencement of Work	No later than May 1, 2023

SELECTION PROCESS

An Evaluation Committee, identified by the Community Manager prior to issuance of the RFP, shall review all responses to the RFP. The Board of Trustees shall be advised of the membership of the committee at the time of the issuance of the RFP.

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board of Trustees Chairman shall serve on the committee as non-voting members.

The Evaluation Committee meetings are subject to Florida's Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Evaluation Committee members should not conduct with another voting committee member any discussion related to the proposals received except during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

Oral Interviews (If Requested)

BBRD may choose to conduct oral interviews with one or more of the Proposers. If BBRD chooses to allow oral interviews, such interviews will be open to the public. If oral interviews are held the following guidelines will be used.

- BBRD's Office of the District Clerk will advertise the meeting place, date and time at least seven (7) calendar days in advance. The specific format of the interviews will be established by the evaluation committee and will be provided to Proposers with the notifications.
- BBRD will allot equal time per each Proposer, divided into three sequential parts: formal presentations, questions and answers and discussion by Evaluation Committee.

Evaluation Committee Final Ranking and Recommendation to the Board of Trustees

After the interviews are completed, the Evaluation Committee will re-score all Proposals to determine a final ranking of Proposers considered most capable of performing the required service in the best interest of BBRD.

Board of Trustees Award of Final Contract

Staff anticipates on October 25, 2022 or at a later meeting, the Board of Trustees will consider an agenda item regarding the award of a contract. Once the BOT awards a contract, a formal contract will be drafted by BBRD for signatures of the BOT Chairman and representative of the successful Proposer.

EVALUATION PROCESS

All proposals will be subject to a review and evaluation process. It is the intent of BBRD that all Proposers responding to this RFP will be ranked in accordance with the criteria established in these documents. BBRD will consider all responsive and responsible submittals received in its evaluation and award process. Incomplete proposals may be disqualified by the Evaluation Committee.

Submittals shall include all the information solicited in this RFP and any additional data that the Proposer deems pertinent to the understanding and evaluation of the Proposals. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each submittal will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the interviews (if requested). A score of 0 is the least favorable and a score of 10 is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the requirement.
- 1-3 = Below Minimum Standards: Responsive to the requirement but below acceptable standards.
- 4-6 = Marginal: Minimal acceptable performance standards and responsive to the requirement.
- 7-8 = Satisfactory: Above minimum performance, effective and responsive to the requirement.
- 9-10 = Exceeds expectations for effectiveness and responsiveness to the requirement.

NOTE: The Committee member's score multiplied by the "weighted value" assigned to the different sections listed under Criteria equals the total score for that section. (EXAMPLE: ranking score of 8 multiplied by weight of 30% equals 2.4 points).

Proposals will be evaluated by the Evaluation Committee and scored based on the criteria on the following page.

Waiver of Irregularities:

The Board of Trustees shall have the authority to waive irregularities in any and all formal sealed proposals.

Proposer Complaints & Disputes (Protests):

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the procedures can be found on page 20 of the Policy Manual located at <http://bbrd.org/resident-relations/> (click on "BBRD Policy Manual").

CRITERIA

Proposals shall be evaluated based on the following information. Proposers may use page 10 of this RFP for their submittal or they may provide the information in a different format. Proposals lacking all desired information may be disqualified by the RFP committee.

Experience and References: (30% X ____ ranking = maximum ____ points)

- a) Number of years company has worked in Florida
- b) A listing of sub-contractors (name, address and contact number) who will work on the project
- c) A listing of comparable client references that are applicable to scope of work outlined in this RFP, (i.e., client name, address, telephone number, contact person, description and size of project and contract amount).
- d) If firm is currently, or has previously provided services for BBRD, please provide an itemized list of these projects to include contact person, type of work provided and contract amount.

Start Date and Number of Days of Project (20% X ____ ranking = maximum ____ points)

Due to the seasonal nature of BBRD, a start date of no sooner than April 10, 2023 and no later than May 1, 2023 is desired. Preference will be given to proposals meeting this parameter and to the shortest number of days of work. The contract will include liquidated damages of \$250 per day past the number of days stated in the contract and for each day the project does not start after April 15, 2023. Additional time may be granted if circumstances outside the control of the contractor occur.

Cost Proposal: (50% X ____ ranking = maximum ____ points)

Cost proposal shall be segregated per the 2 elements of Section II (Scope of Work) and each element shall be broken out by type of work with unit costs, amount of and brand name of materials to be used. The AIA schedule of values document (see Exhibit A for sample) shall be submitted with the proposal as the primary means of the listing of unit costs, amount of and brand name of materials to be used. Proposers may submit an additional cost summary document, but proposers not submitting a detailed AIA schedule of values cost proposal will be disqualified.

Warranty information shall be included under the "comments" sections where appropriate.

Options shall be listed separately below the total price and shall reference which number item it is replacing.

SECTION IV**REQUEST FOR PROPOSAL #2022-05
Pool #1 Pit and Heater Building Replacement****Contact Information**

Company Name: _____

Address: _____

Point of Contact (name): _____

Telephone Number: _____

E-mail address: _____

Person authorized to submit proposal (name and title): _____

Signature of person listed immediately above: _____

Date: _____

Experience and References

Number of years company has worked in Florida: _____

Sub-contactors to be used on project (name, address, telephone number):

References (name of project, company name, address, telephone number):

Prior work for Barefoot Bay Recreation District:

Anticipated start Date and number of days of the project

Permit application date: _____

Date of commencement of work: _____

Number of work days (excluding weekends): _____

Exhibit A

Sample A1A Schedule of Values Form

CONTINUATION SHEET

SCHEDULE of VALUES

Page of Pages

APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Subcontractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR:

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PROJECT NAME:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G divided by C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	General Conditions	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
2	Sitework	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
3	Fencing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
4	Landscape & Irrigation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
5	Concrete - Slab	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
6	Concrete Parking & Walks	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
7	Masonry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
8	Structural Steel	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
9	Rough Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
10	Siding Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
11	Wood Trusses	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
12	Materials	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
13	Finish carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
14	Cabinets	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
15	Counter Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
16	Roofing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
17	Int. & Ext. Insulation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
18	Doors & Hardware	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
19	Windows	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Stucco	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Drywall	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
21	Acoustical Ceiling	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
22	Floorcovering	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
23	Painting	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
24	Specialties	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
25	Plumbing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	HVAC	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Electric	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Phone & Electric Service Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	OH & Profit	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
1	C.O. #1	-	\$ -	\$ -		\$ -	0.00%	\$ -	
2	C.O. #2	-	\$ -	\$ -		\$ -	0.00%	\$ -	
COLUMN TOTALS		0.00	0.00	0.00		\$ -	#DIV/0!	\$ -	

Addendum - 01 to RFP 2022-05

(Pool #1 pit and heater building replacement)

This serves as an addendum to 2022-05 Pool#1 pit and heater building replacement. The requirement for "A required pre-submittal site inspection meeting will be held on Wednesday, September 07, 2022 (9:00 am) starting at Pool #1, 625 Barefoot Blvd., Barefoot Bay, FL 32976." Has been waived at this time.

Barefoot bay recreation district rescheduled a date for a required pre-submittal site inspection meeting will be held on Thursday, September 22, 2022 (9:00 am) starting at Pool #1, 625 Barefoot Blvd., Barefoot Bay, FL 32976. This required pre-submittal meeting will allow the proposer the opportunity to inspect the work sites and bring forward any questions concerning this RFP. Matt Goetz, Property Services Manager, will be available to answer any questions about the site.

**“Attention District
Clerk Brown:
RFP No. 2022-05
Pool #1 Pit and Heater
Building
Replacement.”**



COPY



Barefoot Bay Recreation District
Office of the District Clerk
625 Barefoot Blvd.
Barefoot Bay, FL 32976

CONTACT: Stephanie Brown
PHONE NUMBER: 772.664.3141
FAX: 772.664.1928
E-MAIL: sbrown@bbrd.org

REQUEST FOR PROPOSAL #2022-05 Pool #1 Pit and Heater Building Replacement

ISSUE DATE: 08/23/2022

PROPOSALS TO BE RECEIVED NO LATER
THAN 4:30 PM ON Monday, 09/26/2022

PROPOSALS WILL BE OPENED AT 10:00AM
ON TUESDAY, 09/27/2022

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A required pre-submittal site inspection meeting will be held on Wednesday, September 07, 2022 (9:00 am) starting at Pool #1, 625 Barefoot Blvd., Barefoot Bay, FL 32976. This required pre-submittal meeting will allow the proposer the opportunity to inspect the work sites and bring forward any questions concerning this RFP. Matt Goetz, Property Services Manager, will be available to answer any questions about the site.

For information concerning procedure for responding to this Request for Proposals (RFP), contact Stephanie Brown, District Clerk, at 772.664.3141. Such contact should be for clarification purposes only. Material changes, if any, to the Scope of Services, Proposals or procedures will only be transmitted by written addendum as posted on www.demandstar.com and on www.bbrd.org.

Questions outside of the pre-bid site inspection meeting about the meaning or intent of the RFP shall be submitted in writing and directed to The Office of the District Clerk, 625 Barefoot Blvd., Barefoot Bay, FL 32976, Attention: Stephanie Brown, District Clerk. Questions may also be e-mailed to sbrown@bbrd.org. Questions received less than seven (7) calendar days prior to the date for opening of the Proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their Proposals.

STANDARD TERMS & CONDITIONS AND INSURANCE REQUIREMENTS

Proposers are responsible for reviewing BBRD's terms and conditions of RFPs within the BBRD Policy Manual available at <http://bbrd.org/resident-relations/> (click on "BBRD Policy Manual"). On pages 17-20.

SPECIFIC CONTRACTUAL LANGUAGE THE PROPOSER WILL BE BOUND BY IF AWARDED CONTRACT FOR SERVICES

The following is an excerpt of the Barefoot Bay Recreation District (BBRD) Policy Manual and not meant to be viewed as the only contractual language to be included in a final contract between BBRD and the successful Proposer.

- **Relationship of Parties/Insurance.** *The parties hereby agree and intend that the relationship of Contractor to BBRD is that of an independent contractor. Contractor shall provide a copy of Contractor's Certificate of Liability, Workers Compensation, and Auto Insurance listing Barefoot Bay Recreation District as an additional insured in regard to Liability Insurance.*
- **Indemnity.** *The Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision*
- **Control of Work.** *Contractor shall have sole control of the manner and means of performing the Services described in Paragraph 2 herein, and shall complete said Services by Contractor's own means and methods of work. Nothing in this Agreement will allow BBRD to exercise control or direction over the manner, means, or method by which Contractor provides the Services under this Agreement. Although Contractor*

shall control the method of performing services as provided herein, Contractor shall perform all work in a timely manner. Contractor shall permit BBRD personnel unlimited access to worksite to inspect quality of work and materials being used.

- **Warranty.** Contractor provides the following warranties:
 - Materials:
 - TBD
 - Workmanship of installation:
 - TBD
- **Waiver.** No waiver is enforceable unless in writing and signed by such waiving party, and any waiver shall not be construed as a waiver by any other party or as a waiver of any other or subsequent breach.
- **Amendments.** This Agreement may not be amended or modified unless by the mutual consent of all of the parties hereto in writing. All amendments or modifications shall be attached to this Agreement and made a part thereof.
- **Indemnification:** Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of Contractor, or anyone directly or indirectly employed by Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided.
 - BBRD shall indemnify and hold harmless Contractor and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of BBRD, or anyone directly or indirectly employed by BBRD, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, BBRD agrees to pay, on behalf of Contractor, the cost of Contractor's legal defense as may be selected by Contractor for all claims described in this paragraph. Such payment on behalf of Contractor shall be in addition to any and all legal remedies available to Contractor and shall not be considered to be Contractor's exclusive remedy. BBRD agrees that in no event shall Contractor be liable for any consequential, incidental, indirect, exemplary or special damages, whether in contract or in tort, in any action, in connection with any goods or services provided by Contractor. The parties acknowledge that specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.
- **Public Records.** All documents, maps, drawings, data and worksheets maintained by Contractor for BBRD under this Agreement shall be deemed public records pursuant to Chapter

119, Florida Statutes and shall be maintained as public records by Contractor. Upon request from the BBRD public records custodian, provide BBRD 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 allowable under Florida Law. Contractor agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Contractor agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists and information which Contractor deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall Contractor acquire any interest therein. Contractor agrees that in the event of termination of this Agreement, Contractor shall promptly return at no cost to BBRD all public records documents, forms, contracts, lists and completed work or work in progress relating to the affairs of BBRD and any personal property of BBRD in Contractor's possession at the time of termination. Notwithstanding the foregoing, and in lieu of transferring public records back to BBRD at the termination of this Agreement, the Auditor may keep and maintain public records in accordance with Florida Law at the time of termination of this Agreement. Upon the transfer of public records from Auditor to BBRD at the time of termination of this Agreement, as provided for herein, duplicate public records that are exempt or confidential shall be destroyed by Auditor at the time of termination. If Auditor keeps and maintains public records upon termination of this agreement, the contractor shall meet all applicable state statutory requirements for retaining public records. Public records maintained by Auditor in an electronic format, shall be provided to BBRD in a format that is compatible with the information technology systems of BBRD at the time of termination. All title to supplies, records of any type whatsoever, equipment and furnishings shall remain the sole property of BBRD.

- **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772.664.3141, sbrown@bbrd.org, BAREFOOT BAY RECREATION DISTRICT, 625 BAREFOOT BOULEVARD, BAREFOOT BAY, FL 32976**
- **Governing Law, Venue, and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement and/or regarding any work performed pursuant this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing such action.
- **Assignment and Binding Effect.** The rights and obligations of the Contractor under this Agreement are personal. This Agreement may not be assigned or transferred in whole, or in part, by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective heirs and permitted successors and/or assigns.
- **Severability.** This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability

of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.

- **Consents and Authorizations.** *By the execution of this Agreement, each party acknowledges and agrees that each such party has the full right, power, legal capacity and authority to enter into this Agreement, and the same constitutes the valid and legally binding agreement of each such party in accordance with the terms, conditions and other provisions contained herein.*

SECTION II

SCOPE OF WORK

A summary of desired work is provided below. It is the responsibility of the proposer to identify all needed work and include said information and costs within his/her proposal.

POOL #1-

BBRD is seeking contractors for the complete design and replacement of the Pool pit, equipment and heater room removal at 625 Barefoot Blvd. Pool #1 which will include but is not limited to the following items:

- Complete redesign of the Pool #1 pit and heater room, moving equipment off of the pool deck and outside the gates in BBRD's desired location
- Draining of the pool to an adequate level to perform the work, removal of chemical pumps, main circulation pump, vacuum pump and heater to be returned to BBRD; all electrical systems to be removed
- Removal and disposal of the electrical panel and plumbing inside the pit. Pump and other equipment will be returned to BBRD.
- The current Pool pit is in very poor condition and is expected to be demolished completely as well as the current heater storage building (these are concrete structures and BBRD will not be responsible for disposal) the old pit will be filled and capped with concrete and pavers to match existing. The heater room area will also be capped with concrete.
- A new structure and equipment is to be installed in BBRD's desired location. This may include relocation of the main drain plumbing as well as the water lines, drains, jets and gas line. Excavation of the new site and construction of the new pit to include but not limited to termination of the plumbing, electrical and gas services.
- Reconnection of the existing heater within the new building.
- Refilling of the pool, equipment testing and equipment training for the staff are required.

SECTION III

REQUEST FOR PROPOSALS TIMELINE

The anticipated schedule for this RFP is as follows:

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	Aug 22, 2022
2	Publication Date	Aug 23, 2022
3	Advertisement	Aug 23, 2022 through Sept 26, 2022
4	Mandatory Pre-Submittal Site Inspection Meeting	Sept 07, 2022 (9:00am) starting at Pool #1, 625 Barefoot Blvd., Barefoot Bay, FL 32976
5	Deadline for Written Questions	Sept 16, 2022, 4:30pm
6	Responses/Addendum Issued	Aug 26, 2022 through Sept 23, 2022
7	Submission Deadline (RFP close date)	Sept. 26, 2022, 4:30pm
8	RFP Opening Date and initial review	Sept. 27, 2022, Admin office at 10am
9	Evaluation Comm. Mtg. (Discussion & Review, interviews if needed, otherwise vote on a recommendation to Board of Trustees)	Oct. 04, 2022, Admin office at 9am
10	Board of Trustees meeting for Contract Award	Oct 25, 2022, Bldg. D/E at 1pm
11	Commencement of Work	No later than May 1, 2023

SELECTION PROCESS

An Evaluation Committee, identified by the Community Manager prior to issuance of the RFP, shall review all responses to the RFP. The Board of Trustees shall be advised of the membership of the committee at the time of the issuance of the RFP.

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board of Trustees Chairman shall serve on the committee as non-voting members.

The Evaluation Committee meetings are subject to Florida's Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Evaluation Committee members should not conduct with another voting committee member any discussion related to the proposals received except during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

Oral Interviews (If Requested)

BBRD may choose to conduct oral interviews with one or more of the Proposers. If BBRD chooses to allow oral interviews, such interviews will be open to the public. If oral interviews are held the following guidelines will be used.

- BBRD's Office of the District Clerk will advertise the meeting place, date and time at least seven (7) calendar days in advance. The specific format of the interviews will be established by the evaluation committee and will be provided to Proposers with the notifications.
- BBRD will allot equal time per each Proposer, divided into three sequential parts: formal presentations, questions and answers and discussion by Evaluation Committee.

Evaluation Committee Final Ranking and Recommendation to the Board of Trustees

After the interviews are completed, the Evaluation Committee will re-score all Proposals to determine a final ranking of Proposers considered most capable of performing the required service in the best interest of BBRD.

Board of Trustees Award of Final Contract

Staff anticipates on October 25, 2022 or at a later meeting, the Board of Trustees will consider an agenda item regarding the award of a contract. Once the BOT awards a contract, a formal contract will be drafted by BBRD for signatures of the BOT Chairman and representative of the successful Proposer.

EVALUATION PROCESS

All proposals will be subject to a review and evaluation process. It is the intent of BBRD that all Proposers responding to this RFP will be ranked in accordance with the criteria established in these documents. BBRD will consider all responsive and responsible submittals received in its evaluation and award process. Incomplete proposals may be disqualified by the Evaluation Committee.

Submittals shall include all the information solicited in this RFP and any additional data that the Proposer deems pertinent to the understanding and evaluation of the Proposals. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each submittal will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the interviews (if requested). A score of 0 is the least favorable and a score of 10 is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the requirement.
- 1-3 = Below Minimum Standards: Responsive to the requirement but below acceptable standards.
- 4-6 = Marginal: Minimal acceptable performance standards and responsive to the requirement.
- 7-8 = Satisfactory: Above minimum performance, effective and responsive to the requirement.
- 9-10 = Exceeds expectations for effectiveness and responsiveness to the requirement.

NOTE: The Committee member's score multiplied by the "weighted value" assigned to the different sections listed under Criteria equals the total score for that section. (EXAMPLE: ranking score of 8 multiplied by weight of 30% equals 2.4 points).

Proposals will be evaluated by the Evaluation Committee and scored based on the criteria on the following page.

Waiver of Irregularities:

The Board of Trustees shall have the authority to waive irregularities in any and all formal sealed proposals.

Proposer Complaints & Disputes (Protests):

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the procedures can be found on page 20 of the Policy Manual located at <http://bbrd.org/resident-relations/> (click on "BBRD Policy Manual").

CRITERIA

Proposals shall be evaluated based on the following information. Proposers may use page 10 of this RFP for their submittal or they may provide the information in a different format. Proposals lacking all desired information may be disqualified by the RFP committee.

Experience and References: (30% X ranking = maximum_____points)

- a) Number of years company has worked in Florida
- b) A listing of sub-contractors (name, address and contact number) who will work on the project
- c) A listing of comparable client references that are applicable to scope of work outlined in this RFP, (i.e., client name, address, telephone number, contact person, description and size of project and contract amount).
- d) If firm is currently, or has previously provided services for BBRD, please provide an itemized list of these projects to include contact person, type of work provided and contract amount.

Start Date and Number of Days of Project (20% X ranking = maximum_____points)

Due to the seasonal nature of BBRD, a start date of no sooner than April 10, 2023 and no later than May 1, 2023 is desired. Preference will be given to proposals meeting this parameter and to the shortest number of days of work. The contract will include liquidated damages of \$250 per day past the number of days stated in the contract and for each day the project does not start after April 15, 2023. Additional time may be granted if circumstances outside the control of the contractor occur.

Cost Proposal: (50% X ranking = maximum_____points)

Cost proposal shall be segregated per the 2 elements of Section II (Scope of Work) and each element shall be broken out by type of work with unit costs, amount of and brand name of materials to be used. The AIA schedule of values document (see Exhibit A for sample) shall be submitted with the proposal as the primary means of the listing of unit costs, amount of and brand name of materials to be used. Proposers may submit an additional cost summary document, but proposers not submitting a detailed AIA schedule of values cost proposal will be disqualified.

Warranty information shall be included under the "comments" sections where appropriate.

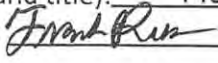
Options shall be listed separately below the total price and shall reference which number item it is replacing.

SECTION IV

REQUEST FOR PROPOSAL #2022-05

Pool #1 Pit and Heater Building Replacement

Contact Information

Company Name: Family Pools Inc
 Address: 873 SW South Macedo Blvd, Port Saint Lucie, FL, 34983
 Point of Contact (name): Frank Russo
 Telephone Number: 772-878-8452
 E-mail address: frank@familypoolsinc.com
 Person authorized to submit proposal (name and title): Frank Russo (President)
 Signature of person listed immediately above: 
 Date: 9-24-2022

Experience and References

Number of years company has worked in Florida: 34
 Sub-contractors to be used on project (name, address, telephone number):

References (name of project, company name, address, telephone number):

Barefoot Bay- Matt

Charlotte County BOCC ,Art Markham ,941-743-1377,art.markham@charlottecountyfl.gov
Okeechobee County BOCC, Sheri Selvy or Donnie Odom, 863-763-0805, sselvy@co.okeechobee.fl.us
City of Lauderhill ,5581 W Oakland Park Blvd ,Lauderhill, FL 33313 ,John Mullins Aquatic Center ,954-614-4744
City of Sunrise ,Village Beach Club and Welleby Pool Resurfacing ,Meghan Kaufold, R.A. ,777 Sawgrass Corporate
Parkway ,Sunrise. FL 33325 ,(954) 888-6070 telephone

Prior work for Barefoot Bay Recreation District:

Pool 2 renovation -pit and equipment replacement
pool 3 pit and equipment replacement

Anticipated start Date and number of days of the project

Permit application date: 11-1-2022 Date

of commencement of work: March 1st

Number of work days (excluding weekends): 90

Exhibit A

Sample A1A Schedule of Values Form

CONTINUATION SHEET

SCHEDULE of VALUES

Page of Pages

APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Subcontractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR:

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PROJECT NAME:

Family Pools Inc

Barefoot Bay Pool 1

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G divided by C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Permit	\$ 1,200	\$ -	\$ -		\$ -	0.00%	\$ -	
2	Pool Equipment	\$ 92,656 -	\$ -	\$ -		\$ -	0.00%	\$ -	
3	Fencing-Lap siding and walls	\$ 24,800-	\$ -	\$ -		\$ -	0.00%	\$ -	
4	Landscape & Irrigation	\$ Not Included -	\$ -	\$ -		\$ -	0.00%	\$ -	
5	Concrete -ditches and pit	\$ 15,500-	\$ -	\$ -		\$ -	0.00%	\$ -	
6	Equipment set Labor	\$ 6,500 -	\$ -	\$ -		\$ -	0.00%	\$ -	
7	Demo Building-Heater room	\$ 21,810-	\$ -	\$ -		\$ -	0.00%	\$ -	
8	Demo Pit-old pool equipment room	\$ 12,500 -	\$ -	\$ -		\$ -	0.00%	\$ -	
9	Install new pit in old location	\$ 19,900-	\$ -	\$ -		\$ -	0.00%	\$ -	
10	Demo Concrete and pavers needed	\$ 11,500-	\$ -	\$ -		\$ -	0.00%	\$ -	
11	Plumb pit to equipment pad	\$ 12,500 -	\$ -	\$ -		\$ -	0.00%	\$ -	
12	Install equipment outside fence	\$ 12,900 -	\$ -	\$ -		\$ -	0.00%	\$ -	
13	Unistrut Racking	\$ 3,900-	\$ -	\$ -		\$ -	0.00%	\$ -	
14	Move Gas	\$ 8,900-	\$ -	\$ -		\$ -	0.00%	\$ -	
15	PVC Pipe	\$ 8,900-	\$ -	\$ -		\$ -	0.00%	\$ -	
16	Paver Repair-500 sq ft old chicago	\$ 4,900-	\$ -	\$ -		\$ -	0.00%	\$ -	
17	Equipment Pad foundation	\$ 5,900-	\$ -	\$ -		\$ -	0.00%	\$ -	
18	Electric allowance	\$ 18,500-	\$ -	\$ -		\$ -	0.00%	\$ -	
19	Engineering	\$ 7,500-	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Drain pool dewater	\$ 1,400-	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Dumpster	\$ 3,200-	\$ -	\$ -		\$ -	0.00%	\$ -	
21	Gas Hook up Heaters	\$ 1,800 -	\$ -	\$ -		\$ -	0.00%	\$ -	
22	Painting fence wall	\$ 900 -	\$ -	\$ -		\$ -	0.00%	\$ -	
23	Contingency	\$ 2000-	\$ -	\$ -		\$ -	0.00%	\$ -	
24	Pool Clean-acid wash	\$ 2,200 -	\$ -	\$ -		\$ -	0.00%	\$ -	
25		\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26		\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26		\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26		\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26		\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
1	C.O. #1	-	\$ -	\$ -		\$ -	0.00%	\$ -	
2	C.O. #2	-	\$ -	\$ -		\$ -	0.00%	\$ -	
COLUMN TOTALS		\$301,766.00	0.00	0.00		\$ -	#DIV/0!	\$ -	



ADDRESS:
873 SW South Macedo Blvd.
Port Saint Lucie, FL 34983

WEBSITE: www.familypoolsinc.com
TOLL FREE: 1-866-294-4011
FAX: 772-785-9558

9-24-2022

Barefoot Bay

625 Barefoot Blvd, Barefoot Bay

Drain swimming pool and properly dewater. Standard Dewatering Included.

Demo existing pool equipment pit. Save piping.

\$12,500.00

Install Surge tank. Tank pricing will follow below. Back fill with clean fill brought in.

\$19,900.00

Cut trenches in concrete for pipes to new equipment location. Dispose of debris. 145 ft

\$11,500.00

Fill in ditches and pour concrete in place. Pour concrete around surge tank. Dowel in with rebar. Broom finish. Paint, Spray deck, or pavers not included. Pour equipment pad.

\$15,500.00

Run 3" waste, 3" return, 2" vacuum, 3" suction, and install new static line from pool to surge tank in 1.5 in to new location outside of fence.

\$12,500.00

Install new pool equipment outside fence.

\$12,900.00

Install Unistrut racking for control system and feeders.

\$3,900.00

Move Gas

\$8,900.00

PVC Pipe

\$7,900.00

Obtain 500 sq ft old Chicago full size pavers in Brickscape. Install in deck and pit as needed.

\$3,900.00

Retaining wall for equipment and footer. Fill in with fill.

\$5,900.00

Backwash retention pit and piping.

\$3,900.00

Electric allowance

\$18,500.00

Engineering

\$7,500.00

Fence around equipment-lap siding

\$24,800

Hook up heaters with gas

\$1,800.00

Pool drain and acid wash as no circulation for 90 days

\$2,200.00

Demo Pool Heater room> solid concrete room with concrete roof. Demo concrete pad. Dispose of debris. Pour concrete in place. 832 sq. ft @ 8 in thick. 20.9 tons .

Gas/propane removal by owner.

POOL Equipment MATERIAL LIST

*VAK-COM 1 0.00 EA 0.00-COMMERCIAL PRODUCT VAK PAK INC

TLD-10-1008 1 EA JCP053ATS 5HP 208-230V/460V JCP TEFC 3PH PUMP W/STRAINER

*PUR10-COM 1 EA AD050-2301-N12 ACUDRIVE 5HP VF 230V 1PH NEMA12 WITH START-UP

PAC-05-708 2 140316 TR140C 36" SM TRITON C SAND FILTER

PAC-06-245 2 pcs- 2"S HIFLOW SAND/ QUAD DE SM MULTIPORT VALVE

MAY-06-9008 40 bags BAG A999008 25# GRADE-1 FINE ACTIVATE GLASS FILTER MEDIA

MAY-06-9010 18 BAG A999010 80/PLT 25# XTRA COARSE ACTIVATE GLASS FILTER MEDIA

AMP-06-289 2-EA 50901600 1.5" SLIP SIGHT GLASS

BLU-56-1000 1 EA 556.60 RT-300S8-GPM1 F1000 3" FLOW TOTALIZER

SPG-06-1001 2 EA 81060BU 2" 0-60PSI 0.25" BTM MOUNT PLASTIC PRESSURE GAUGE

LET-201-2104 2 pcs SL2D 50-220^F .5"MPT INLINE THERMOMETER

*CEI-COM 1 EA MR-1 CHEMICAL CONTROLLER LESS START-UP ***

*cei-com start up chem controller

GHS-45-805 1 45MJL5A1STAA 120V 50 GPD 25PSI .25" ADJ 1-HEAD CLASSIC PUMP

GHS-45-955 1 pcs STS30NC 30GAL WHITE CHEMICAL TANK F/ CLASSIC & ECON PUMPS

SFE-42-8500 1-EA 3247 DANGER ACID LABELS

SFE-42-8501 1 -EA 5156 DANGER CHLORINE LABELS

PAC-45-2629 1-UV Bioshield sanitization 522923 120V 6"S 60MJ@244GPM EA

TAY-45-1147 1-EA K-2005 6/BX COMPLETE HIGH DPD PROFESSIONAL TEST KIT

PUR-15-2001 2 units 461113 ETI400 400K BTU NG IID ASME 96% EE POOL HEATER

PUR-151-9904 2-EA 475612 ETI400 CONDENSATE NEUTRALIZER KIT

PUR-151-9905 2- EA 475971 ETI400 INDOOR DIRECT AIR INTAKE KIT
AXL-45-1113 1-EA 9501113 VERSACHLOR SYSTEM I CALHYPO SKID PACK COMPLETE
PPG-45-0153 1-EA W9500153 VERSACHLORINJECTION PUMP KIT
PPG-50-0375 2 -PL W8000113 48/PLT 37.5# VERSACHLOR CAL-HYPO TABS
6- butterfly Valves and flanges 3"
1- Butterfly valves and flanges 4"
Pipe bracing and supports misc.
Misc. fittings equipment set
Dumpster 2-20yard roll offs \$3,200.00
Equipment total \$92,656.00

Install fence around pool equipment. Walls to have lap siding and gate to be Chain link with slats installed for privacy. \$24,800.00

Permit

To be billed at actual cost plus \$1,200 for permit runner.

Fence by owner. (I can get you a quote). Equipment must be fenced.

Ad Alternative. Pool Resurface

Pool 177 per, 3-6, 2600 TIA, 1757 surface, 12 in gutters

Chip out entire surfaces pool and gutter. Dispose of.

\$18,406.00

Install new gutter lip tile and step edge tile. 177 lip and 120 step tiles in nonskid.

\$6,100.00

Remove all beam tile inner and outer Replace with new 6 x 6 bullnose, 392 ft

\$12,544.00

Install new main drain cover 12 x 12 and 22 gutter grates.

\$1,050.00

Install standard exposed aggregate swimming pool surface in pool and gutter Premix Marbletite Marquis.

\$24,510.00

Install 3 LED lights.

\$4,800.00

Frank Russo

Owner/President

Family Pools Inc.

<http://familypoolsinc.com>



FAMILY POOLS INC.

873 SW South Macedo Blvd.
Pt. St. Lucie, FL 34983
License # CPC1456929
1-866-294-4011
772-785-9558 fax



References:

(ALL OF WHICH WE WERE PRIMARY CONTRACTOR ON & FRANK RUSSO WAS DIRECT PROJECT SUPERVISOR.)

Charlotte County BOCC

Art Markham

941-743-1377

art.markham@charlottecountyfl.gov

Various municipal commercial pool renovations including re tile, pool resurface, depth markers, lane tile, etc.

2014 - current

\$239,000.00

Windsor of Florida

Juan Tierrablanca

772-321-0566 or 772-388-8422

juan.tierrablanca@windsorflorida.com

Various commercial renovations as well as residential for rental/vacation properties

2010 - current

\$136,000.00

Concord Management Ltd.

Melanie Caglioni

407-621-6415

melanie.caglioni@concordrents.com

2605 Maitland Center Parkway

Maitland, FL 32751

Numerous commercial renovations at various properties including pool retiles, and interior resurfaces.

2014 - current

\$62,000.00

Okeechobee County BOCC

Sheri Selvy or Donnie Odom

863-763-0805

sselvy@co.okeechobee.fl.us

1700 NW 9th Ave

Okeechobee, FL 34972

Commercial renovation pool & deck retile, resurface, coping repairs, etc.

2013 - current

\$189,000.00

Sea Pointe Towers Ft Pierce

801 South Ocean Drive.

Ft Pierce, FL 34949

Seapointe801@outlook.com

772 -872-1771 Rick

Commercial pool resurface, retile, deck repairs and texture then stain.

2018

\$37,000.00

Barefoot Bay Recreation District
625 Barefoot Blvd.
Barefoot Bay, FL 32976
John Coffey
Phone: 772.664.3141 Fax: 772.664.1928
Commercial pool retile, resurface, acid wash, heater / equipment install and repairs etc.
2015-2016
\$84,000.00

Magnolia Lakes Clubhouse
Bob Allen
101 NW Magnolia Lakes Blvd
Saint Lucie West, FL 34983
772-260-9886
Commercial retile, resurface, new light fixture installations.
2013
\$48,000.00

The Lakes Saint Lucie West
1210 NW Sun Terrace Circle
Port Saint Lucie
jeff@pinnacleam.com
772-631-9755 Jeff
Commercial pool resurface, retile, etc.
2018
\$36,000.00

Town Park Master Assn
11270 SW Town Park Ave
Port St Lucie, FL 34953
561-235-0625
RVick@campbellproperty.com
Commercial pool resurface and retile, coping and deck repairs, splash pad resurface, handicap lift install etc.
2018
\$74,000.00

The Club at Saint Lucie West
111 SW Palm Drive
Port St Lucie, FL 34986
(772) 343-8807
franchesca.rodriquez@fsresidential.com
Commercial pool resurface
2017
\$39,000.00

Karma Hotels
Best Western
3975 Highway 441 South
Okeechobee, FL
Holiday Inn
3101 Highway 441 South
Okeechobee, FL
863-634-9032
Jay
karmahotels@hotmail.com
Pool resurface, retile, deck repairs, etc.
2018
\$22,000.00

MARRIOTT HUTCHINSON ISLAND
555 NE Ocean Blvd
Stuart, FL 34996
Jason Hazelton
772-214-7070
Hotel pool resurface & re tile
2018
\$28,000.00

Keystone Property Management
Southwinds @ The Moorings
1250 W Southwinds Blvd
Vero Beach, FL 32963, USA
Michael Barber
772-538-1986
Resurface two onsite community pools, re tile, new coping installation
2018
\$62,000.00

Villas of Village Green
1487 NE Colchester Cr
PSL, FL
772-335-2393
Resurface & retile pool
2018
\$65,000.00

City of Lauderdale
5581 W Oakland Park Blvd
Lauderhill, FL 33313
John Mullins Aquatic Center
BUDDY
954-614-4744
Resurface, retile, leak repair, new filters, new lights
Build a new splash pad for the city
2019
\$250,000.00

EVERGREEN CONDOMINIUM
1622 SE GREEN ACRES CIR
PT ST LUCIE, FL
(772) 335-7984
Resurface & retile
2018
\$40,000.00

Oasis Village of Okeechobee C/O Vesta Property
1601 Us Highway 441 SE
Okeechobee, FL
Ed 217-653-3205
Resurface and retile
2018
\$25,000.00

Treasure Cove Dunes Condo Association
4100 N Hwy A1A
Ft Pierce, FL
(305) 433-1870 BRIAN JEROME
Resurface, retile, new pavers, new fence, new ladders and handrails
2018
\$86,000.00

Peacock Run Apartments
5502 NW East Torino Parkway
Port St. Lucie, FL 34986
Ph 772.344.3998 Fax 772.446.4403 Christine Lombardi Property Manager
Drain and acid wash pool. Install all new equipment VakPak system and replumb.
2019
\$45,000.00

City of Sunrise
Village Beach Club and Welleby Pool Resurfacing
Meghan Kaufold, R.A.
777 Sawgrass Corporate Parkway
Sunrise, FL 33325
(954) 888-6070 telephone
(954) 572-2494 fax
Resurfaced and retiles 2 commercial/city community pools and one kiddie pool.
2019
\$166,000.00

Brevard County
MCLARTY PARK POOL RENOVATIONS

790 Barton Boulevard
Rockledge, FL 32955

Doug Haymond
Construction Coordinator
Brevard County Facilities
Office: 321-633-2050

Demo existing kiddie pool eliminate use, pour concrete solid to fill and merge with existing deck area, resurface and retile community pool, repairs deck and spraydeck entire deck area.

2019

\$129,000.00

Tammy Hollander General Manager

Okeechobee KOA Resort

4276 US Hwy 441 So.

Okeechobee, FL 34974

(863) 763-0231

Resurface one community pool and spa.

2019

\$48,000.00

Make A Wish Southern Florida

4491 South State Road 7

Suite 201

Ft. Lauderdale, FL 33314

954-967-9474

954-967-2468

PMartinez@sflawish.org

David Martinez

8105 NW 96th Ave

Tamarac FL

Residential splash pad install

2019

\$28,000.00

Village of North Palm Beach

Special Projects Director

Village of North Palm Beach

Country Club Pool, Deck, & Equipment Room Renovation

951 US-1,

North Palm Beach, FL 33408

Office Phone – 561-904-2139

Cell Phone – 561-348-0697

Resurface pool, retile pool, rebuild step to code, replumb pool, install all new pumps and filters, new coping, diving blocks, lifts, install 29 new lights, pool size is over 14,000 total interior area, massive renovation project.

2019

\$500,000.00

Mayfair of Wellington FL
2100 Wingate Bend
Wellington FL 33414
slorio@grsmgt.com
Sue (561) 429-2065
Resurface and retile commercial pool
2019
\$17,000.00

The Meadows
2188 SE Wild Meadow
Port St. Lucie, FL 34986
meadowspsl@gmail.com
Tom (772) 233-5775
Pool & spa resurface and retile
2019
\$27,000.00

Meadowland Cove Homeowners
12784 Meadowbreeze Dr
Wellington, FL 33414
Risa (561)-641-8554
Resurface and step tile
2019
\$21,640.00

Silver Palm RV Resort
4143 US 441 South
Okeechobee, FL 34974
Sherrie or Mark (863) 610-3844
Pool and spa resurface, step tile, gutter tile
2019
\$39,000.00

INGRID SARMIENTO
Property Manager -LCAM
The Lakes at Tradition HOA
11840 SW Tradition Lakes Blv | Port Saint Lucie, FL 34987
Direct 772-345-0690
Email Ingrid.Sarmiento@fsresidential.com
2020
\$90,000.00

Nancy Grieco
Grieco Management Services, LLC
Surrey Woods
Pool & deck renovation. Resurface, retile, paver deck, sealer
\$16,000.00
Lawnwood Place HOA
Pool renovation resurface
\$6,300.00
Cell (772) 519-1567

City of Rockledge Brevard County
McLarty Park Pool Renovations
790 Barton Boulevard
Rockledge, FL 32955
Doug Haymond
Construction Coordinator
Brevard County Facilities
Office: 321-633-2050
Pool and deck renovation. Demo wading pool form and pour for deck extension.
\$129,000.00

Indian River County Purchasing Division
North County Aquatic Center Activity Pool
9450 Co Rd 512
Sebastian, FL 32958
Dave Smith
Aquatics Manager
Indian River County Recreation Department
North County Aquatic Center / Gifford Aquatic Center
Office – (772) 226-1756
Play pool renovation
\$65,000.00

Palm Creek Estates
664 SE 26th Dr
Okeechobee FL
(613) 558-1758
Pool resurface and retile
\$32,000.00

River Place
River Place On The St Lucie Community Development
450 NE Lazy River Pkwy
Port St. Lucie, FL 34983
Richard C. Fopiano, CPA, M.S. Tax
(Tel) 772-342-3797 – FL
Pool shell rebuild/repairs, resurface, retile, bring pool to current code
\$73,000.00

Avalon Beach Club Condo Assn Inc
355 S Ocean Drive
Ft Pierce, FL 34986
Dele Wittenmyer
Secretary
dele.stoler@gmail.com
\$35,000.00
Pool resurface and pool retile

Westglen Apatments
90 Westglen Drive
Ft Pierce, FL 34982
GLORIA
(772) 626-2600
Resurface pool, bring to current code, leak detection
APARTMENTRENTALS772@GMAIL.COM
\$20,000.00

Commercial Energy Specialists, Inc.
952 Jupiter Park Ln
Jupiter, FL 33458
Troy Schaneman
Office: (800) 940-1557
Direct: (954) 605-0337
Fax: (561) 746-5898
Tschaneman@ceswaterquality.com
Various commercial equipment sets, repairs & changes
\$100,000.00 plus



REQUEST FOR PROPOSAL #2022-05
Pool #1 Pit and Heater Building
Replacement

Barefoot Bay Recreation District
Office of the District Clerk
625 Barefoot Blvd.
Barefoot Bay, FL 32976

ISSUE DATE: 08/23/2022

CONTACT: Stephanie Brown
PHONE NUMBER: 772.664.3141
FAX: 772.664.1928
E-MAIL: sbrown@bbrd.org

**PROPOSALS TO BE RECEIVED NO LATER
THAN 4:30 PM ON Monday, 09/26/2022**

**PROPOSALS WILL BE OPENED AT 10:00AM
ON TUESDAY, 09/27/2022**

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SECTION I

INTRODUCTION

Barefoot Bay Recreation District (hereinafter referred to as "BBRD") is requesting sealed Proposals for **"RFP No. 2022-05, Pool #1 Pit and Heater Building Replacement."**

PROPOSALS DUE DATE & TIME: Monday, September 26, 2022 AT 4:30 P.M. Proposals package shall be mailed or hand-delivered to the Office of the District Clerk, located at the Administration Building, 625 Barefoot Blvd., Barefoot Bay, Florida 32976. Proposals are to be received NO LATER THAN 4:30 P.M. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. BBRD will not be responsible for mail delays, late or incorrect deliveries. The time/date written on the package by staff in the Administration Building will be the official authority for determining late Proposals.

NOTE: Proposals will not be opened on the same date and time as identified above. The Proposals opening will be conducted by the Evaluation Committee in public at 10am on, Tuesday, September 27, 2022. The location of the opening will be held in the Administration office, 625 Barefoot Blvd., Barefoot Bay, FL 32976 (subject to change).

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposals package, **"Attention District Clerk Brown: RFP No. 2022-05, Pool #1 Pit and Heater Building Replacement."** Responder's name and return address should be clearly identified on the outside of the package.

Proposer shall submit one complete set with all supporting documentation:

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of Proposals in response to this Request for Proposals constitutes an offer by the Proposer. Proposals which do not comply with these requirements may be rejected at the option of BBRD. It is the Proposer's responsibility to ensure that submittals are in accordance with all addendums issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements.

A required pre-submittal site inspection meeting will be held on Wednesday, September 07, 2022 (9:00 am) starting at Pool #1, 625 Barefoot Blvd., Barefoot Bay, FL 32976. This required pre-submittal meeting will allow the proposer the opportunity to inspect the work sites and bring forward any questions concerning this RFP. Matt Goetz, Property Services Manager, will be available to answer any questions about the site.

For information concerning procedure for responding to this Request for Proposals (RFP), contact Stephanie Brown, District Clerk, at 772.664.3141. Such contact should be for clarification purposes only. Material changes, if any, to the Scope of Services, Proposals or procedures will only be transmitted by written addendum as posted on www.demandstar.com and on www.bbrd.org.

Questions outside of the pre-bid site inspection meeting about the meaning or intent of the RFP shall be submitted in writing and directed to The Office of the District Clerk, 625 Barefoot Blvd., Barefoot Bay, FL 32976, Attention: Stephanie Brown, District Clerk. Questions may also be e-mailed to sbrown@bbird.org. Questions received less than seven (7) calendar days prior to the date for opening of the Proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their Proposals.

STANDARD TERMS & CONDITIONS AND INSURANCE REQUIREMENTS

Proposers are responsible for reviewing BBRD's terms and conditions of RFPs within the BBRD Policy Manual available at <http://bbird.org/resident-relations/> (click on "BBRD Policy Manual"). On pages 17-20.

SPECIFIC CONTRACTUAL LANGUAGE THE PROPOSER WILL BE BOUND BY IF AWARDED CONTRACT FOR SERVICES

The following is an excerpt of the Barefoot Bay Recreation District (BBRD) Policy Manual and not meant to be viewed as the only contractual language to be included in a final contract between BBRD and the successful Proposer.

- **Relationship of Parties/Insurance.** *The parties hereby agree and intend that the relationship of Contractor to BBRD is that of an independent contractor. Contractor shall provide a copy of Contractor's Certificate of Liability, Workers Compensation, and Auto Insurance listing Barefoot Bay Recreation District as an additional insured in regard to Liability Insurance.*
- **Indemnity.** *The Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision*
- **Control of Work.** *Contractor shall have sole control of the manner and means of performing the Services described in Paragraph 2 herein, and shall complete said Services by Contractor's own means and methods of work. Nothing in this Agreement will allow BBRD to exercise control or direction over the manner, means, or method by which Contractor provides the Services under this Agreement. Although Contractor*

shall control the method of performing services as provided herein, Contractor shall perform all work in a timely manner. Contractor shall permit BBRD personnel unlimited access to worksite to inspect quality of work and materials being used.

- **Warranty.** Contractor provides the following warranties:
 - **Materials:**
 - TBD
 - **Workmanship of installation:**
 - TBD
- **Waiver.** No waiver is enforceable unless in writing and signed by such waiving party, and any waiver shall not be construed as a waiver by any other party or as a waiver of any other or subsequent breach.
- **Amendments.** This Agreement may not be amended or modified unless by the mutual consent of all of the parties hereto in writing. All amendments or modifications shall be attached to this Agreement and made a part thereof.
- **Indemnification:** Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of Contractor, or anyone directly or indirectly employed by Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided.
 - BBRD shall indemnify and hold harmless Contractor and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of BBRD, or anyone directly or indirectly employed by BBRD, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, BBRD agrees to pay, on behalf of Contractor, the cost of Contractor's legal defense as may be selected by Contractor for all claims described in this paragraph. Such payment on behalf of Contractor shall be in addition to any and all legal remedies available to Contractor and shall not be considered to be Contractor's exclusive remedy. BBRD agrees that in no event shall Contractor be liable for any consequential, incidental, indirect, exemplary or special damages, whether in contract or in tort, in any action, in connection with any goods or services provided by Contractor. The parties acknowledge that specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.
- **Public Records.** All documents, maps, drawings, data and worksheets maintained by Contractor for BBRD under this Agreement shall be deemed public records pursuant to Chapter

119, Florida Statutes and shall be maintained as public records by Contractor. Upon request from the BBRD public records custodian, provide BBRD 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 allowable under Florida Law. Contractor agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Contractor agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists and information which Contractor deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall Contractor acquire any interest therein. Contractor agrees that in the event of termination of this Agreement, Contractor shall promptly return at no cost to BBRD all public records documents, forms, contracts, lists and completed work or work in progress relating to the affairs of BBRD and any personal property of BBRD in Contractor's possession at the time of termination. Notwithstanding the foregoing, and in lieu of transferring public records back to BBRD at the termination of this Agreement, the Auditor may keep and maintain public records in accordance with Florida Law at the time of termination of this Agreement. Upon the transfer of public records from Auditor to BBRD at the time of termination of this Agreement, as provided for herein, duplicate public records that are exempt or confidential shall be destroyed by Auditor at the time of termination. If Auditor keeps and maintains public records upon termination of this agreement, the contractor shall meet all applicable state statutory requirements for retaining public records. Public records maintained by Auditor in an electronic format, shall be provided to BBRD in a format that is compatible with the information technology systems of BBRD at the time of termination. All title to supplies, records of any type whatsoever, equipment and furnishings shall remain the sole property of BBRD.

- **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772.664.3141, sbrown@bbird.org, BAREFOOT BAY RECREATION DISTRICT, 625 BAREFOOT BOULEVARD, BAREFOOT BAY, FL 32976**
- **Governing Law, Venue, and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement and/or regarding any work performed pursuant this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing such action.
- **Assignment and Binding Effect.** The rights and obligations of the Contractor under this Agreement are personal. This Agreement may not be assigned or transferred in whole, or in part, by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective heirs and permitted successors and/or assigns.
- **Severability.** This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability

of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.

- **Consents and Authorizations.** *By the execution of this Agreement, each party acknowledges and agrees that each such party has the full right, power, legal capacity and authority to enter into this Agreement, and the same constitutes the valid and legally binding agreement of each such party in accordance with the terms, conditions and other provisions contained herein.*

SECTION II

SCOPE OF WORK

A summary of desired work is provided below. It is the responsibility of the proposer to identify all needed work and include said information and costs within his/her proposal.

POOL #1-

BBRD is seeking contractors for the complete design and replacement of the Pool pit, equipment and heater room removal at 625 Barefoot Blvd. Pool #1 which will include but is not limited to the following items:

- Complete redesign of the Pool #1 pit and heater room, moving equipment off of the pool deck and outside the gates in BBRD's desired location
- Draining of the pool to an adequate level to perform the work, removal of chemical pumps, main circulation pump, vacuum pump and heater to be returned to BBRD; all electrical systems to be removed
- Removal and disposal of the electrical panel and plumbing inside the pit. Pump and other equipment will be returned to BBRD.
- The current Pool pit is in very poor condition and is expected to be demolished completely as well as the current heater storage building (these are concrete structures and BBRD will not be responsible for disposal) the old pit will be filled and capped with concrete and pavers to match existing. The heater room area will also be capped with concrete.
- A new structure and equipment is to be installed in BBRD's desired location. This may include relocation of the main drain plumbing as well as the water lines, drains, jets and gas line. Excavation of the new site and construction of the new pit to include but not limited to termination of the plumbing, electrical and gas services.
- Reconnection of the existing heater within the new building.
- Refilling of the pool, equipment testing and equipment training for the staff are required.

SECTION III

REQUEST FOR PROPOSALS TIMELINE

The anticipated schedule for this RFP is as follows:

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	Aug 22, 2022
2	Publication Date	Aug 23, 2022
3	Advertisement	Aug 23, 2022 through Sept 26, 2022
4	Mandatory Pre-Submittal Site Inspection Meeting	Sept 07, 2022 (9:00am) starting at Pool #1, 625 Barefoot Blvd., Barefoot Bay, FL 32976
5	Deadline for Written Questions	Sept 16, 2022, 4:30pm
6	Responses/Addendum Issued	Aug 26, 2022 through Sept 23, 2022
7	Submission Deadline (RFP close date)	Sept. 26, 2022, 4:30pm
8	RFP Opening Date and initial review	Sept. 27, 2022, Admin office at 10am
9	Evaluation Comm. Mtg. (Discussion & Review, interviews if needed, otherwise vote on a recommendation to Board of Trustees)	Oct. 04, 2022, Admin office at 9am
10	Board of Trustees meeting for Contract Award	Oct 25, 2022, Bldg. D/E at 1pm
11	Commencement of Work	No later than May 1, 2023

SELECTION PROCESS

An Evaluation Committee, identified by the Community Manager prior to issuance of the RFP, shall review all responses to the RFP. The Board of Trustees shall be advised of the membership of the committee at the time of the issuance of the RFP.

Members of the Evaluation Committee shall consist of at least one (1) user department representative, one (1) Board member, and one (1) third-party non-employee resident chosen at the discretion of the Community Manager. The Community Manager and Board of Trustees Chairman shall serve on the committee as non-voting members.

The Evaluation Committee meetings are subject to Florida's Sunshine Law; and therefore, public notice of the intended meeting of the committee must be posted in advance to allow for the provision of any special accommodation needs of any attendees. Evaluation Committee members should not conduct with another voting committee member any discussion related to the proposals received except during public meetings. A memorandum explaining the evaluation process and committee member responsibilities will be provided to each committee member prior to any meeting.

Oral Interviews (If Requested)

BBRD may choose to conduct oral interviews with one or more of the Proposers. If BBRD chooses to allow oral interviews, such interviews will be open to the public. If oral interviews are held the following guidelines will be used.

- BBRD's Office of the District Clerk will advertise the meeting place, date and time at least seven (7) calendar days in advance. The specific format of the interviews will be established by the evaluation committee and will be provided to Proposers with the notifications.
- BBRD will allot equal time per each Proposer, divided into three sequential parts: formal presentations, questions and answers and discussion by Evaluation Committee.

Evaluation Committee Final Ranking and Recommendation to the Board of Trustees

After the interviews are completed, the Evaluation Committee will re-score all Proposals to determine a final ranking of Proposers considered most capable of performing the required service in the best interest of BBRD.

Board of Trustees Award of Final Contract

Staff anticipates on October 25, 2022 or at a later meeting, the Board of Trustees will consider an agenda item regarding the award of a contract. Once the BOT awards a contract, a formal contract will be drafted by BBRD for signatures of the BOT Chairman and representative of the successful Proposer.

EVALUATION PROCESS

All proposals will be subject to a review and evaluation process. It is the intent of BBRD that all Proposers responding to this RFP will be ranked in accordance with the criteria established in these documents. BBRD will consider all responsive and responsible submittals received in its evaluation and award process. Incomplete proposals may be disqualified by the Evaluation Committee.

Submittals shall include all the information solicited in this RFP and any additional data that the Proposer deems pertinent to the understanding and evaluation of the Proposals. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each submittal will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the interviews (if requested). A score of 0 is the least favorable and a score of 10 is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the requirement.
- 1-3 = Below Minimum Standards: Responsive to the requirement but below acceptable standards.
- 4-6 = Marginal: Minimal acceptable performance standards and responsive to the requirement.
- 7-8 = Satisfactory: Above minimum performance, effective and responsive to the requirement.
- 9-10 = Exceeds expectations for effectiveness and responsiveness to the requirement.

NOTE: The Committee member's score multiplied by the "weighted value" assigned to the different sections listed under Criteria equals the total score for that section. (EXAMPLE: ranking score of 8 multiplied by weight of 30% equals 2.4 points).

Proposals will be evaluated by the Evaluation Committee and scored based on the criteria on the following page.

Waiver of Irregularities:

The Board of Trustees shall have the authority to waive irregularities in any and all formal sealed proposals.

Proposer Complaints & Disputes (Protests):

Barefoot Bay Recreation District encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the procedures can be found on page 20 of the Policy Manual located at <http://bbrd.org/resident-relations/> (click on "BBRD Policy Manual").

CRITERIA

Proposals shall be evaluated based on the following information. Proposers may use page 10 of this RFP for their submittal or they may provide the information in a different format. Proposals lacking all desired information may be disqualified by the RFP committee.

Experience and References: (30% X ____ ranking = maximum ____ points)

- a) Number of years company has worked in Florida
- b) A listing of sub-contractors (name, address and contact number) who will work on the project
- c) A listing of comparable client references that are applicable to scope of work outlined in this RFP, (i.e., client name, address, telephone number, contact person, description and size of project and contract amount).
- d) If firm is currently, or has previously provided services for BBRD, please provide an itemized list of these projects to include contact person, type of work provided and contract amount.

Start Date and Number of Days of Project (20% X ____ ranking = maximum ____ points)

Due to the seasonal nature of BBRD, a start date of no sooner than April 10, 2023 and no later than May 1, 2023 is desired. Preference will be given to proposals meeting this parameter and to the shortest number of days of work. The contract will include liquidated damages of \$250 per day past the number of days stated in the contract and for each day the project does not start after April 15, 2023. Additional time may be granted if circumstances outside the control of the contractor occur.

Cost Proposal: (50% X ____ ranking = maximum ____ points)

Cost proposal shall be segregated per the 2 elements of Section II (Scope of Work) and each element shall be broken out by type of work with unit costs, amount of and brand name of materials to be used. The AIA schedule of values document (see Exhibit A for sample) shall be submitted with the proposal as the primary means of the listing of unit costs, amount of and brand name of materials to be used. Proposers may submit an additional cost summary document, but proposers not submitting a detailed AIA schedule of values cost proposal will be disqualified.

Warranty information shall be included under the "comments" sections where appropriate.

Options shall be listed separately below the total price and shall reference which number item it is replacing.

SECTION IV

REQUEST FOR PROPOSAL #2022-05

Pool #1 Pit and Heater Building Replacement

Contact Information

Company Name: Parkit Construction, Inc.
 Address: PO Box 120278, West Melbourne, Florida 32912-0278
 Point of Contact (name): Dave Park, P.E., C.G.C.
 Telephone Number: (321) 426-6556
 E-mail address: dpark1@cfl.rr.com
 Person authorized to submit proposal (name and title): Dave Park
 Signature of person listed immediately above: 
 Date: 09/26/2022

Experience and References

Number of years company has worked in Florida: 17 years
 Sub-contactors to be used on project (name, address, telephone number):
To be determined as part of design / build process
All subs will be properly licensed and insured in their respective trades.

References (name of project, company name, address, telephone number):

Please visit our website www.parkitconstruction.com to view pictures of some of our prior work.
BBRD Building C Exterior Renovation located at 625 Barefoot Blvd., Bldg. C
BBRD Building A Kitchen Renovation located at 625 Barefoot Blvd., Bldg. A
Please contact Mr. Matt Goetz regarding these prior projects
Re-design Building Build for Cross Brands Manufacturing in West Melbourne, Florida
Construction of Vero Beach Gymnastics Center Addition. Added Reference info can be provided.

Prior work for Barefoot Bay Recreation District:

BBRD Building C Exterior Renovation Completed in October of 2019.
BBRD Building A Kitchen Renovation Completed in March of 2022.

Anticipated start Date and number of days of the project

Permit application date: 10 work days after approved design that is signed and sealed.
 Date of commencement of work: 10 work days after permit issuance
 Number of work days (excluding weekends): Estimated for 16 months (2 for design, 2 for permitting)
& 12 for construction...based on long estimated lead
Page 10 of 10 times for materials/equipment.

Parkit Const. Project Proposal: BBRD Pool Pit 1 and Heater Building
Bid Date: Monday, 9/26/22 @ 4:30 PM (Exhibit A Schedule of Values)

REF. No.	Description	Est Qty	Unit	Unit Cost	Bid
1	Permitting (Overall Project)	1	LS	\$ 2,634.95	\$ 2,634.95
2	General Conditions (Overall Project)	1	LS	\$ 9,943.20	\$ 9,943.20
3	Design Services Pit 1 & Heater Building	1	LS	\$ 30,000.00	\$ 30,000.00
4	Demo Existing Pool Structure	1	LS	\$ 4,560.00	\$ 4,560.00
5	Demo Concrete for MEP (140x4)	560	SF	\$ 18.21	\$ 10,197.60
6	Surge Tank (21x9x4 feet deep Exist Pit) (eq 5,700 gal tank exist.) (plan for 2 gallons per SF pool min 3,720 gallons)	1	LS	\$ 30,000.00	\$ 30,000.00
7	Relocate Existing Mechanical Equipment	1	LS	\$ 12,000.00	\$ 12,000.00
8	New Gas Line to Pool Equipment Enclosure	140	LF	\$ 30.00	\$ 4,200.00
9	New Plumbing Line to Pool Equipment Enclosure	140	LF	\$ 30.00	\$ 4,200.00
10	New Electrical Line to Pool Equipment Enclosure	140	LF	\$ 48.00	\$ 6,720.00
11	Electrical Equipment / Gear	1	LS	\$ 15,600.00	\$ 15,600.00
12	Pool Equipment Enclosure (Hardiboard Panel Fence Area)	1	LS	\$ 18,000.00	\$ 18,000.00
13	Import Fill for Existing Pit	28	CY	\$ 72.00	\$ 2,016.00
14	Pavers for Existing Building	189	SF	\$ 25.50	\$ 4,819.50
15	Pavers for Trench Areas (4x140)	560	SF	\$ 26.75	\$ 14,980.00
16	Concrete Stairs Repair	1	Ea	\$ 4,800.00	\$ 4,800.00
17	Miscellaneous / Punchlist Overall	1	LS	\$ 3,600.00	\$ 3,600.00
	Total Base Bid				\$ 178,271.25

Parkit Proposal Notes / Caveats:

1	Price valid for 30 calendar days
2	Estimated time of Project Completion is 16 months (2 Months Design, 2 Permitting & 12 for Construction) Market is extremely volatile (Inflation, Supply Chain Issues, Ukraine etc. could impact project.)

Exhibit A

Sample A1A Schedule of Values Form

CONTINUATION SHEET

SCHEDULE of VALUES

Page of Pages

APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Subcontractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR:

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PROJECT NAME:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G divided by C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	General Conditions	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
2	Sitework	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
3	Fencing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
4	Landscape & Irrigation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
5	Concrete - Slab	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
6	Concrete Parking & Walks	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
7	Masonry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
8	Structural Steel	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
9	Rough Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
10	Siding Carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
11	Wood Trusses	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
12	Materials	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
13	Finish carpentry	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
14	Cabinets	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
15	Counter Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
16	Roofing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
17	Int. & Ext. Insulation	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
18	Doors & Hardware	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
19	Windows	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Stucco	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
20	Drywall	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
21	Acoustical Ceiling	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
22	Floorcovering	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
23	Painting	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
24	Specialties	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
25	Plumbing	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	HVAC	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Electric	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	Phone & Electric Service Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
26	OH & Profit	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
1	C.O. #1	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
2	C.O. #2	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
COLUMN TOTALS		0.00	0.00	0.00		\$ -	#DIV/0!	\$ -	

**RFP 2022-05 Pool #1 Pit and Heater Replacement and Relocation Project
Tabulation Sheet**

	Family Pools, Inc.	Parkit Construction, Inc.
Herbert Steelman	6.5	3.6
Randy Loveland	9	5.6
Matt Goetz	6.5	4.8
Total	22	14

October 4, 2022

Pool #1 Pit and Heater Relocation and Replacement Project

RFP Ranking Sheet

(Opening of Bids)

Company Name:

Family Pools

Total Points:

6.5

			Ranking (0 - 10)		Points
Experience and References:	30%	x	<u>10</u>	=	<u>3</u>

Comments:

34 years experience, numerous references

			Ranking (0 - 10)		Points
Start Date and Number of Days of Project:	20%	x	<u>10</u>	=	<u>2</u>

Comments:

90 days (working)

			Ranking (0 - 10)		Points
Cost Proposal:	50%	x	<u>3</u>	=	<u>1.5</u>

Comments:

Overall Comments:

Highly experienced pool contractor.
Has worked for us before.

Submitted By:

Herbert E. Stechman

Date:

10-4-22

Pool #1 Pit and Heater Relocation and Replacement Project

RFP Ranking Sheet

(Opening of Bids)

Company Name:

Park It

Total Points:

3.6

			Ranking (0 - 10)		Points
Experience and References:	30%	x	<u>5</u>	=	<u>1.5</u>

Comments:

General contractor

			Ranking (0 - 10)		Points
Start Date and Number of Days of Project:	20%	x	<u>3</u>	=	<u>.6</u>

Comments:

12 months

			Ranking (0 - 10)		Points
Cost Proposal:	50%	x	<u>3</u>	=	<u>1.5</u>

Comments:

Overall Comments:

No new equipment in proposal

Submitted By:

Herbert E. Steelman

Date:

10-4-22

Pool #1 Pit and Heater Relocation and Replacement Project

RFP Ranking Sheet

(Opening of Bids)

Company Name:

Family Pool

Total Points:

9

			Ranking (0 - 10)		Points
Experience and References:	30%	X	<u>10</u>	=	<u>3</u>

Comments:

			Ranking (0 - 10)		Points
Start Date and Number of Days of Project:	20%	X	<u>10</u>	=	<u>2</u>

Comments:

			Ranking (0 - 10)		Points
Cost Proposal:	50%	X	<u>8</u>	=	<u>4</u>

Comments:

Overall Comments:

Submitted By:

[Signature]

Date:

Oct. 4, 2022

Pool #1 Pit and Heater Relocation and Replacement Project

RFP Ranking Sheet

(Opening of Bids)

Company Name:

Packit

Total Points:

5.6

			Ranking (0 - 10)		Points
Experience and References:	30%	x	<u>4</u>	=	<u>1.2</u>

Comments:

			Ranking (0 - 10)		Points
Start Date and Number of Days of Project:	20%	x	<u>2</u>	=	<u>.4</u>

Comments:

			Ranking (0 - 10)		Points
Cost Proposal:	50%	x	<u>8</u>	=	<u>4</u>

Comments:

Overall Comments:

Submitted By:

[Signature]

Date:

Oct 4, 2022

Pool #1 Pit and Heater Relocation and Replacement Project

RFP Ranking Sheet

(Opening of Bids)

Company Name:

Family Pools

Total Points:

6.5

			Ranking (0 - 10)		Points
Experience and References:	30%	X	<u>8</u>	=	<u>2.4</u>

Comments:

Lots of experience in pools - Has worked ~~for~~ on BBRD Pools before - Has taken a lot of time in the past to complete Projects

			Ranking (0 - 10)		Points
Start Date and Number of Days of Project:	20%	X	<u>8</u>	=	<u>1.6</u>

Comments:

90 Days - Start March 7

			Ranking (0 - 10)		Points
Cost Proposal:	50%	X	<u>5</u>	=	<u>2.5</u>

Comments:

Very expensive - \$301,766.00

Overall Comments:

Submitted By:

Math Goetz

Date:

10-04-22

Pool #1 Pit and Heater Relocation and Replacement Project

RFP Ranking Sheet

(Opening of Bids)

Company Name:

Perkit Construction

Total Points:

4.8

			Ranking (0 - 10)		Points
Experience and References:	30%	x	<u>5</u>	=	<u>1.5</u>

Comments:

Has worked with BBBD on multiple projects -
No Pools Experience

			Ranking (0 - 10)		Points
Start Date and Number of Days of Project:	20%	x	<u>4</u>	=	<u>.8</u>

Comments:

Very long time for completion - No Start date

			Ranking (0 - 10)		Points
Cost Proposal:	50%	x	<u>5</u>	=	<u>2.5</u>

Comments:

Cheaper but missing equipment

Overall Comments:

No New Equipment

Submitted By:

Math Goetz

Date:

10-4-22



Barefoot Bay Recreation District

625 Barefoot Boulevard
Administration Building
Barefoot Bay, FL 32976-9233

Phone 772-664-3141
www.bbrd.org

Memo To: Board of Trustees

From: Kent A. Cichon, Community Manager

Date: October 25th, 2022

Subject: Manager's Report

Resident Relations

ARCC 10/11/2022

- 9 Consent Items – approved
- 19 LP Tank Permits – approved
- 6 Other Items - approved

VC Meeting 10/14/22

- 12 Cases to be presented

September Home Sales

- 26 home sales
- 14 orientations
- 35 residents in attendance

Food & Beverage

- This Saturday night is the spookiest party of the year from 7-11pm. Our annual Halloween party has music by TC and Sass, prizes for best costumes, and a festive atmosphere all night long.
- Don't miss the Fall Festival at the 19th Hole on Saturday, November 19th. Performances by Simply Sarah from 3-6pm and Double Standard from 6-9pm in the band shell. Over 15 vendors, pies, and snacks will be available for sale.

Flyers with all the details are posted.

Property Services

- Completed debris clean-up from Hurricane Ian
- Met with vendors at the BBRD Beach for the restroom project
- Removed unauthorized Kayaks from the pier on US1
- Removed another Dying Oak near the lake at building A

- Removed remaining storm shutters
- Repaired shuffleboard courts' lighting
- Made repairs to the mini golf course
- Began to solicit bids for FY23 capital purchases
- Began installation of the building A replacement interior doors
- Assisted with the reconstruction of the fence at the ABM worksite
- Solicited bids to repair the golf course pump house foundation
- Constructed items for food and beverage dinners

Golf-Pro Shop

- Repairs & Maintenance
 - Lawn Bowl will be overseeded November 21st
 - Softball Field renovation to be completed in October
 - Golf Course
 - Back Nine and Putting Green closed for overseeding November 21st
 - Front Nine and Range closed for overseeding November 22nd
 - Fence repair in progress behind ABM worksite
- Tournaments
 - Member/Member on November 12th at 8:30am (Shotgun)
 - Turkey Trot on November 19th at 1pm (Shotgun)

Visit or Call Pro Shop for more information (772) 664-3174

- Thanksgiving Day, November 24th Golf Course Hours
 - Closing at 2pm
 - Last cart out will be 10am