



**BAREFOOT BAY  
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting  
April 8, 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**
- 7. Approval of Minutes**
  - A. BOT minutes dated March 11, 2022 and Budget Workshop minutes dated March 14, 2022
- 8. Treasurer's Report**
  - A. Treasurer's Report
- 9. Audience Participation**
- 10. Unfinished Business**
  - A. Mid-Size Truck Replacement
- 11. New Business**
  - A. DOR Violations
    - i. DOR Violation 21-001921 808 Waterway Drive
  - B. 19th Hole Kitchen and (2) Walk-in Coolers Project Award of Contract
  - C. 19th Hole Kitchen and Walk-in Project Change Order #1
  - D. Utility Cart Replacements
  - E. Confirmation of Building A Retaining Wall Repairs Project Change Orders #1 and #2
  - F. Minimum Fund Balance Policy Decrease to 15%.
  - G. Continuing Service Contract Selection Process
  - H. Lounge Outside Bar RFP Evaluation Committee Establishment

- I. FY22 Budget Amendment: ADA Lifts for all three pools
- J. FY22 Budget Amendment: NRP Sales Proceeds

**12. Manager's Report**

- A. April 8th Community Manager

**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

March 11, 2022

1PM –Building D&E

## Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on March 11, 2022, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 1PM.

## Pledge of Allegiance to the Flag

Led by Mr. Morrissey.

## Roll Call

Present: Mr. Nugent, Mr. Morrissey, Mr. Amoss, Mr. Maino, Mr. Brinker. Also, present, John W. Coffey, ICMA-CM, Community Manager, John Cary, General Counsel, Stephanie Brown, District Clerk, Matt Goetz, Property Services Manager, Kathy Mendes, Food & Beverage Manager, Charles Henley, Finance Manager, and Rich Armington, Resident Relations Manager.

## Additions or Deletions to the Agenda

*Mr. Amoss made a motion to delete agenda item 11B from the agenda. Second by Mr. Nugent. Motion passed unanimously.*

## Approval of the Agenda

*Mr. Amoss made a motion to approve the agenda as amended. Second by Mr. Morrissey. Motion passed unanimously.*

## Presentations and Proclamations

Chairman Maino presented the Barefoot by the Lake Volunteers Appreciation Proclamation to the assembled volunteers.

Chairman Maino presented Employee Milestone Awards to Sharon Petrillo for her 20 years of service and to Sheila Weiland for her 5 years of service.

## Approval of Minutes

*Mr. Morrissey made a motion to approve BOT Meeting minutes dated February 11, 2022. Second by Mr. Nugent. Motion passed unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

## **Treasurer's Report**

*Mr. Amoss made a motion to approve the Treasurer's Report for March 11, 2022, as read. Second by Mr. Brinker. Motion passed unanimously.*

## **Audience Participation**

Loretta Santilli-1275 Waterway Dr-voiced her concern about the need for more electrical receptacles in the Building A Kitchen.

Elena Becher-1032 Thrush Circle-expressed her appreciation to all the volunteers for the Ethnic Festival. She also voiced her concern about the sidewalk repairs.

Mr. Coffey read a letter from Richard Schwatlow-636 Marlin Circle-who voiced his concern about the lack of participation from residents and DOR Ad Hoc Committee Members regarding DOR amendments.

## **Unfinished Business**

None

## **New Business**

## **FY21 Audit Presentation**

Staff recommends the BOT accept the presented FY21 Audit Report.

Alan Ricafort from MSL, P.A. presented the FY21 audit report with no findings.

*Mr. Nugent made a motion to accept the FY21 Audit Report from MSL, P.A. as presented. Second by Mr. Morrissey. Motion passed unanimously.*

## **Kitchen Trailer (at Pool #1)**

Staff recommends the BOT award contract to United Food Truck, Inc. for a kitchen trailer in the amount of \$69,839.19 and instruct staff to execute a budget transfer from contingency to cover the overage.

*Mr. Morrissey made a motion to award contract to United Food Truck, Inc. for a kitchen trailer in the amount of \$69,839.19 and instruct staff to execute a budget transfer from contingency to cover the overage. Second by Mr. Nugent. Motion passed unanimously.*





# BAREFOOT BAY RECREATION DISTRICT

## **Mid-Size Truck Replacement**

Staff recommends the BOT award contract to Garber Ford, Inc for a 2022 Ford Ranger truck in the amount of \$22,559.40.

Mr. Amoss asked if the lease term in the contract applied to the district. Mr. Coffey responded that the lease term does not apply to the district.

*Mr. Nugent made a motion to award contract to Garber Ford, Inc for a 2022 Ford Ranger truck in the amount of \$22,559.40. Second by Mr. Brinker. Motion passed unanimously.*

## **BOT Meeting/Workshop Video/Livestream Equipment and Software**

Staff recommends the BOT award contract to IM Solutions for implementation of video/livestreaming equipment and software for BOT meetings/workshops in the amount of \$23,680.84, waiving the second bid requirement, and instructing staff to prepare a future budget amendment to cover the overage.

*Mr. Amoss had a question regarding the pricing for the cameras. Ms. Brown responded that the cost was the total for all three cameras. Mr. Nugent stated that many residents have requested livestreaming to resume.*

*Mr. Nugent made a motion to award contract to IM Solutions for implementation of video/livestreaming equipment and software for BOT meetings/workshops in the amount of \$23,680.84 and waiving the second bid requirement and instructing staff to prepare a future budget amendment to cover the overage. Second by Mr. Amoss Motion passed unanimously.*

## **Concrete Work Change Order #1**

Staff recommends the BOT confirm the Community Manager's approval of change order #1 in the amount of \$7,475 to Slater Construction for concrete work.

*Mr. Amoss made a motion to confirm the Community Manager's approval of change order #1 in the amount of \$7,475 to Slater Construction for concrete work. Second by Mr. Morrissey. Motion passed unanimously.*

## **Budget Amendment: Rebuilding #10 Green to USGA Standards**

Resolution 2022-02 read by Mr. Cary:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2021-09; AMENDING THE BUDGET.

*Mr. Morrissey made a motion to approve Resolution 2022-02 as read. Second by Mr. Brinker. Motion passed unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

## **Budget Amendment: Employee Classification Plan & Compensation Study**

Resolution 2022-03 read by Mr. Cary:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2021-09; AMENDING THE BUDGET.

*Mr. Amoss made a motion to approve Resolution 2022-03 as read. Second by Mr. Nugent. Motion passed unanimously.*

## **Employee Handbook Revision**

Staff recommends the BOT adopt the revised *Employee Handbook* as presented.

*Mr. Morrissey made a motion to adopt the revised Employee Handbook as presented. Second by Mr. Nugent. Motion passed unanimously.*

## **Confirmation of Donation Request Acceptance**

Staff recommends the BOT confirm staff's acceptance of Ms. Davis' donation request of \$217.05 to replace and update a slat on a previously donated bench.

*Mr. Brinker made a motion to confirm staff's acceptance of Ms. Davis' donation request of \$217.05 to replace and update a slat on a previously donated bench. Second by Mr. Amoss. Motion passed unanimously.*

## **Manager's Report**

### Finance

- **Revised FY22 Assessment Collection Update** – \$3,505,035.40 (gross) or 87.10% of the FY22 Budget has been received as of March 9th (see attached for details).
- **Shaw Medical and CVO Leases Update** – The leases are fully executed.

### Resident Relations

#### **ARCC Meeting 02/15/2022**

- 1 Old Business – approved
- 19 Consent Items – approved
- 12 Other Items – 1 approved w/stipulations, 1 denied, and 10 approved

#### **ARCC Meeting 3/1/2022**

- 1 Old Business – approved
- 18 Consent Items – approved
- 17 Other Items – 1 tabled, 1 denied, and 15 approved



# BAREFOOT BAY RECREATION DISTRICT

## Next ARCC Meeting

- Is scheduled for March 15<sup>th</sup> at 9am in the Administration Conference Room

## VC Meeting 2/11/2022

- 3 Cases – came into compliance prior to the meeting
- 3 Cases – found to be in violation

## VC Meeting 2/25/2022

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

## VC Meeting 3/11/2022

- 7 Cases to be presented

## Next VC Meeting

- Is scheduled for March 25<sup>th</sup> at 10am in Bldg. D/E

## February's Interesting Facts

- 29 Homes sold
- 28 New Homeowner orientations were given
- 46 Residents were in attendance

## Food & Beverage

- Our big **annual St. Patrick's Day celebration** will be held on March 17, 2022, starting with a parade at 10am down Veterans Way, a short ceremony, Blessing of the Bay, and the Brevard Police and Fire, Pipers and Drums show follows the parade. Live entertainment starts at 11am and lots of corned beef sandwiches will be served at noon. Tickets are on sale for corned beef sandwiches and dinners on Wednesday, February 16 at the Lounge, the 19th Hole and the Administration Building.
- The Sign Dance collective will perform a free 1-hour show on the Lounge Lakeside stage on March 18th at 3pm. The Sign Dance Collective is an International UK & European based dance theatre company. The show is a fusion of sign language theatre, dance, and live original music. The Company is led by a collective of deaf, disabled, and diverse artists/producers.
- Tickets are on sale now in the Administration Building (NAB) for **"Greggie and The Jets" an Elton John Tribute show** to be held on March 25, 2022. Tickets are \$25 with theater style seating.
- For all shows in the Winter Beats series, the doors, and bar open at 5pm and a food menu is available.
- Flyers with all the details are posted.



# BAREFOOT BAY RECREATION DISTRICT

## Property Services

- Replaced 2 hoses and hose holders at the Micco RV Storage lot
- Completed the restroom renovations project at Building D/E
- Replaced broken door at the Softball field
- Installed 7 flag poles around the Veterans center flagpole
- Removed large pepper tree along Waterway Dr. as part of stormwater maintenance
- Repaired loose boards on the walking bridge near the handball courts
- Replaced lights in the Pro Shop with LED fixtures (energy savings)
- Replaced blown engine in the Courtesy cart
- Replaced the pump on the fishing pier
- Replaced the water level float valve on the fountain at the Memorial gardens (in front of Bldg. A)
- Repaired all of the white road signs on Micco Rd.
- Repainted the Veterans Gather Center and Brevard County Utilities building
- Replaced Pool #1 main pump
- Repaired damaged blacktop in the Building A parking lot
- Received the Tennis Court Restroom trailer, coordinated the installation of the concrete pad and utilities in anticipation of the unit being placed and open for use next week.

## Golf-Pro Shop

- Cart Barn repairs are completed
- Picnic Area scoreboard: completion expected by mid-March, installation of picnic tables and concrete pads to follow
- March Golf Tournaments
  - CVO Benefit: March 12<sup>th</sup>
  - Ladies Spring Invitational: March 22<sup>nd</sup>
  - BBRD Club Championship: March 25<sup>th</sup> and 26<sup>th</sup>
  - Girls Gala: March 29<sup>th</sup>
- Lake bank restoration began Wednesday, January 19<sup>th</sup> (estimated completion date is April 15<sup>th</sup> weather permitting)
- Out of bounds markers replaced
- Memorial bench installed
- Putting Green Rehabilitation by ABM update - The putting green will close and work will begin on April 4<sup>th</sup>. Expected completion dates TBD once project commences.
- #10 Green reconstruction update – The green area is scheduled to close and the subcontractor will begin work on April 4<sup>th</sup>. Expected completion dates TBD once project commences

## General Information

- **NRP Sales Update** – The auction for two surplus properties ended with the following sale amounts:
  - \$18,900.00 413 Plover Drive
  - \$24,200.00 416 Barefoot Blvd.



# BAREFOOT BAY RECREATION DISTRICT

Once the receipts are received a budget amendment to add this funding back into the NRP will be placed on a future BOT Meeting agenda for consideration.

- **Tennis Court Restroom Trailer Update** – After the unit is open for use (next week) the porta-potties and hand wash station will go away forever.
- **Beach Restroom Project Update** – The revision of the site plan is 75% completed. Afterwards permitting will commence and staff will begin soliciting bids for the installation of the septic tank, drain field, utility disconnects (from the old building), and building pad preparation.
- **Bldg. A Retaining Wall Repairs Project Update** – The commencement date is scheduled for March 21, 2022.
- **Sidewalk Replacement Projects Update** – All work is completed. The pads for the new picnic tables will be poured once the scoreboard is completed.
- **19<sup>th</sup> Hole Kitchen Renovations and (2) Walk in Coolers RFP Update** – The Evaluation committee met on March 8<sup>th</sup> and opened two proposals. A follow-up meeting is scheduled for March 18<sup>th</sup> starting at 1pm to interview the vendors.
- **Pool #3 Parking Lot Paving RFP Evaluation Committee Meeting Reminder** – The first meeting is scheduled for Tuesday, March 15<sup>th</sup> at 2pm in the Administration Building Conference Room.
- **Building A Renovations Project Grand Opening and Ribbon Cutting Ceremony Update** – The event was rescheduled to Monday, March 28<sup>th</sup> at 11am. After a short speech by Chairman Maino, the Trustees will cut a ribbon and staff will host a self-paced walking tour of the building with 5 must see stops (maps will be provided). If you have heard that this was just a kitchen project, please come out and see the rest of the story. After sufficient time for a tour, Chairman Maino (assisted by 1<sup>st</sup> Vice-Chair Amoss) will drop the first honorary basket of French fries. Free samples will be available approximately 5 minutes later inside the assembly area where complementary beverages will be available.
- **FY23 Working Draft Proposed Budget (WDPB) Workshop Reminder** – The Budget workshops will be in Building D/E and are scheduled for:
  - March 14th at 7pm
  - March 24th at 7pm
  - May 3rd at 10am
  - May 5th at 7pm

Mr. Coffey recommended the BOT schedule a Workshop to discuss DOR amendments.

*BOT consensus to hold a DOR Workshop scheduled for April 21, 2022, at 9am to discuss DOR amendments.*



# BAREFOOT BAY RECREATION DISTRICT

## **Attorney's Report**

Mr. Cary gave an update on the DOR amendment meeting and the progress of the ballot language.

## **Incidental Trustee Remarks**

Mr. Nugent spoke in favor of not reading the Treasurer's report moving forward at BOT Meetings. Mr. Maino suggested that totals be read and accepted instead of the entire report. Mr. Cary stated that there is no legal requirement to read the Treasurer's Report. Mr. Morrissey agreed with Mr. Maino that totals should be read. Mr. Brinker spoke in favor of not reading the Treasurer's Report. Mr. Nugent also spoke in favor of researching other banks that will provide better interest rates on BBRD money market accounts. Mr. Nugent spoke in favor of developing a joint emergency preparedness plan with Brevard County, BCSO, Brevard Fire and Rescue Department.

Mr. Morrissey asked for an update on the beach project. Mr. Coffey responded that the site plan is close to being complete.

## **Adjournment**

The next regular meeting will be on March 22, 2022, at 7pm in Building D/E.

Mr. Nugent made a motion to adjourn. Second by Mr. Morrissey. Mr. Maino adjourned.

Meeting adjourned at 2:13pm

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Hurrol Brinker, Secretary

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Stephanie Brown, District Clerk



# BAREFOOT BAY RECREATION DISTRICT

**Board of Trustees Workshop  
FY23-27 Proposed Budget  
Monday, March 14, 2022, 7pm  
Building D & E**

## **Welcome**

The Barefoot Bay Recreation District Board of Trustees held a Workshop on March 14, 2022, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 7PM.

## **Pledge of Allegiance to the Flag**

Led by Mr. Amoss.

## **Roll Call**

Present: Mr. Maino, Mr. Hurrol, Mr. Nugent, Mr. Amoss, Mr. Morrissey. Also, present, John W. Coffey, ICMA-CM, Community Manager, Stephanie Brown, District Clerk, Mackenzie Leiva, Management Analyst, Rich Armington, Resident Relations Manager, Matt Goetz, Property Services Manager and Kathy Mendes, Food & Beverage Manager.

## **Review of Proposed FY23-27 Budget**

Mr. Coffey gave an overview of the FY23 Working Draft Proposed Budget.

## **Audience Participation**

Louise Crouse-spoke in favor building a mini storage for residents' use and more facility security for the FY23 budget.

## **General Discussion by Trustees**

Mr. Morrissey asked about funding in the FY22 budget for a canopy at Pool #2. Mr. Nugent responded that it should be placed in a future budget. He also spoke in favor of fiscal restraint and focusing on projects that are necessary to maintain BBRD. Mr. Maino responded that the FY22 budget would need to be amended to fund that project. Mr. Maino also spoke in favor of it being an agenda item for a future BOT Meeting prior to any amendments or being placed on a future budget Mr. Morrissey requested that the canopy project be added to FY23 Budget. Mr. Maino and Mr. Nugent are not in favor of placing the canopy project in the FY23 budget. Mr. Amoss spoke in favor of the canopy project if it does not interfere with other projects already scheduled.

Mr. Morrissey suggested doing one large capital project a year. Mr. Maino spoke in favor of the completion of the 19<sup>th</sup> Hole Kitchen and Lounge projects. Mr. Nugent spoke in favor completing the relocation of pit 1 at Pool #1. Mr. Amoss and Mr. Maino agreed with Mr. Nugent. Mr. Brinker spoke in favor of addressing employee compression.

3/29/2022 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

Mr. Maino requested the General Fund minimum fund balance decrease to be placed as an agenda item on the next BOT Meeting agenda. He also directed staff to research the cost of 100% paid employee medical insurance.

*Consensus of the BOT to defund the FY22 Pool #3 Parking Lot Paving Project.*

*Consensus of the BOT to defund the FY22 Mini Golf Carpeting Project.*

Mr. Coffey suggested the BOT consider deferring the FY22 Electrical Under the Oaks Project.

*Consensus of the BOT to defund the FY22 Electrical Under the Oaks Project.*

*Consensus of the BOT to move forward with the FY22 Outside Bar Project RFP.*

### **Adjournment**

The next meeting will be on March 24, 2022, at 7pm in Building D/E

Mr. Nugent made a motion to adjourn. Mr. Maino adjourned.

Meeting adjourned at 8:16pm

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Hurrol Brinker, Secretary

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Stephanie Brown, District Clerk

3/29/2022 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

## Treasurer's Report

April 8, 2022

### Cash Balances in General Fund as of 3/31/22

Petty Cash Total Petty Cash: \$ 2,500.00

### Operating Cash in Banks

MB&T Operating Account 420,050.66

**Total Operating Accounts: 420,050.66**

### Interest Bearing Accounts

MB&T Money Market Account 2,751,679.54

SBA Reserve Account 700,221.65

**Total Interest Bearing Accounts: 3,451,901.19**

**Total Cash Balances in General Fund: \$ 3,874,451.85**

### Total Daily Deposits and Assessments Received for 3/4/22 - 3/31/22

Daily Deposits: \$ 247,663.57

Interest Received: Money Market Account -

Interest Received: SBA Account -

Interest Received: Other Interest 135.47

Golf Revenues 44,074.34

Assessments Received: 137,510.47

**Total Deposits Received: \$ 429,383.85**

### Expenditures for 3/4/22 - 3/31/22

Check Number	Vendor	Description	Check Amount
58746	Crosscreek Environmental, Inc	Lake Bank Restoration-Draw 1	50,000.00
58761	Omega Technology Solutions, LLC	Monthly IT Support: 3/22	5,814.78
58767	Slater Construction	Sidewalks	20,550.00
58768	Southern Glazer's Wine & Spirits, LLC - FLorida	Alcohol	5,607.57
58773	TLC Engineering Solutions Inc	Beachside Restrooms Services	6,300.00
58781	Vose Law Firm, LLP	Monthly Legal Support: 3/22	7,500.00
58795	ABM Landscape & Turf Services	Golf Course & Ball Field Maint: 3/22	40,123.67
58800	Card Service Center	Operating License, Golf Cart Engine	8,439.48
58816	MSL, P. A.	FY21 Audit - Final Payment	10,000.00
58826	US Foods	Foodstuff and Supplies	5,421.30
58830	United Food Truck	Food Truck Deposit	6,885.64
58832	United Food Truck	Food Truck - Pre-Construction	24,202.50
58842	Complete Restaurant Equipment, LLC.	Convection Oven	6,240.00
58850	Health First Health Plans Inc	Employee Health Insurance: 4/22	29,810.53
58855	Home Depot Credit Services	Building and Grounds Supplies	6,479.22
58860	Omega Technology Solutions, LLC	POS System Installation, Computer	5,054.09
58890	Carroll Distributing Company	Alcohol	6,149.13
58898	Florida Power & Light Co	Electricity: 2/22	8,698.17
58914	Special District Services, Inc	Management Fees: 3/22	14,097.78
58922	US Foods	Foodstuff and Supplies	6,375.72
	Florida Department of Revenue	Sales Tax: 2/22	18,408.48
	Paychex	Net Payroll - PPE 3/13/22	68,615.41
	United States Treasury	Payroll Taxes - PPE 3/13/22	19,555.63
	Paychex	Net Payroll - PPE 3/27/22	71,165.36
	United States Treasury	Payroll Taxes - PPE 3/27/22	20,150.13

**Total Expenditures \$5,000 and above: \$ 471,644.59**

**Expenditures under \$5,000: \$ 140,646.81**

**Total Expenditures: \$ 612,291.40**

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, April 8, 2022  
Title: **Mid-Size Truck Replacement**  
Section & Item: 10.A  
Department: R&M/Capital Projects  
Fiscal Impact: \$25,406.00 (FY22 Budget of \$23,000.00)  
Contact: Matt Goetz, Property Services Manager, John W Coffey, ICMA-CM, Community Manager  
Attachments: revised truck bid 29Mar22, original Truck bid, Garber Ford Inc state bid document  
Reviewed by General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Revocation of award of contract for a 2022 Ford Ranger XL super cab 2WD truck and award of contract for a 2022 Ford Ranger XLT super cab 2WD truck to replacement a 2015 mid-sized truck used by Resident Relations employees (i.e., ARCC/DOR Inspectors and Community Watch Officers).

### Background and Summary Information

The FY22 Budget contains \$23,000.00 for a replacement mid-size truck for Resident Relations Departmental use. Although the truck is relatively new by BBRD fleet standards, the mileage of 132,724 and the type of miles driven (almost exclusively under 25 MPH with frequent stop and go driving), the growing cost and frequency of repairs warrants replacement. Staff solicited the following bid from Garber Ford, Inc. via the Florida State contracting program.

\$22,559.40 2022 Ford Ranger 2-wheel drive, super cab truck

On March 11, 2022, the BOT awarded a contract to Garber Ford, Inc. for a 2022 Ford Ranger XL Supercab 2WD truck in the amount of \$22,559.40. Subsequently, staff was informed that the model was no longer available, and the dealer did not anticipate receiving additional vehicles for several months. Staff inquired if a different model was available and received the following bid.

\$25,406.00 2022 Ford Ranger XLT super cab 2WD truck

The reader should note, a second bid is not required as the state competitively solicited pricing on vehicles prior to the establishment of the state contracting list. Additionally, sufficient fund balance is available to cover the overage.

Staff recommends the BOT revoke the March 11, 2022 award of contract and award a contract to Garber Ford, Inc for a 2022 Ford Ranger XLT truck in the amount of \$25,406.00 and instruct staff to prepare a budget amendment to recognize fund balance to cover the overage.



IDENTIFIED AFTERMARKET OPTIONS						
<i>THIS SECTION SHOULD ONLY BE USED FOR IDENTIFIED AFTERMARKET OPTIONS, WHICH ARE IDENTIFIED AND PRICED ON THE PRICE SHEET.</i>						
Identified Aftermarket Option Description	QTY	Identified Aftermarket Option Manufacturer	Identified Aftermarket Option Model Number	Identified Aftermarket Option Price (Per Unit)	Total Price	
	0			\$ -	\$ -	
	0			\$ -	\$ -	
	0			\$ -	\$ -	
					\$ -	
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TOTAL COST: Identified Aftermarket Options					\$	-
NON-IDENTIFIED AFTERMARKET OPTIONS						
<i>THIS SECTION SHOULD ONLY BE USED FOR NON-IDENTIFIED AFTERMARKET OPTIONS, WHICH ARE NOT IDENTIFIED AND PRICED ON THE PRICE SHEET.</i>						
Non-Identified Aftermarket Option Description	QTY	Non-Identified Aftermarket Option Manufacturer	Non-Identified Aftermarket Option Model Number	Non-Identified Aftermarket Option MSRP (Per Unit)	Non-Identified Aftermarket Option Price (Per Unit)	Total Price
LINEX PROFESSIONAL SPRAY IN LINER	1				\$ 480.00	\$ 480.00
	0				\$ -	\$ -
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TOTAL COST: Non-Identified Aftermarket Options						\$ 480.00
Grand Total State Term Contract Price per Vehicle						\$ 25,406.00
Total Vehicles Quoted (with the same OEM, Required Aftermarket, Identified Aftermarket, and Non-Identified Aftermarket Options)						1
Purchase Order Grand Total						\$ 25,406.00
Contractor Comments:						

Customer Comments:	
*UNSPSC = United Nations Standard Products and Services Commodity Code. Refer to the price sheet for the code(s) applicable to each Group.	



**THIS SECTION SHOULD ONLY BE USED FOR IDENTIFIED AFTERMARKET OPTIONS, WHICH ARE IDENTIFIED AND PRICED ON THE PRICE SHEET.**

**TOTAL COST: Identified Aftermarket Options**

**THIS SECTION SHOULD ONLY BE USED FOR NON-IDENTIFIED AFTERMARKET OPTIONS, WHICH ARE NOT IDENTIFIED AND PRICED ON THE PRICE SHEET.**

**TOTAL COST: Non-Identified Aftermarket Options**

Grand Total State Term Contract Price per Vehicle

**Contractor Comments:**

**Customer Comments:**

\*UNSPSC = United Nations Standard Products and Services Commodity Code. Refer to the price sheet for the code(s) applicable to each Group.



**State Term Contract  
No. 25100000-21-STC  
For  
Motor Vehicles**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **GARBER FORD, INC.** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The Initial Contract Term shall be for one year. The Initial Contract Term shall begin on November 17, 2021. The Contract shall expire on November 16, 2022, unless terminated earlier in accordance with the Special Contract Conditions.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, pursuant to the incorporated Special Contract Conditions.

**III. Contract.**

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

- a) Exhibit A, Scope of Work
- b) Exhibit B, Price Sheet(s) (C.1 – C.6)
- c) Exhibit C, Additional Special Contract Conditions
- d) Exhibit D, Special Contract Conditions
- e) Exhibit E, Price Quote Form (PQF)
- f) Exhibit F, Acknowledgement of Order Form



State Term Contract No. **25100000-21-STC**  
For  
**Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**

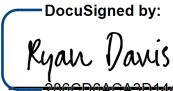
Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.McMullen@dms.fl.gov](mailto:Christopher.McMullen@dms.fl.gov)

**Contractor's Contract Manager:**

Ryan Davis  
Garber Ford, Inc.  
3340 Hwy 17 (Mailing PO Box 945), Green Cove Springs, FL 32043  
Telephone: (904) 264-2442 ext. 2350  
Email: [rdavis@garberautomall.com](mailto:rdavis@garberautomall.com)

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

**GARBER FORD, INC.**

DocuSigned by:  
  
2006B6ACABD1447...  
[Name] Ryan Davis

11/12/2021 | 9:22 AM EST

**Date:**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

\_\_\_\_\_  
**J. Todd Inman, Secretary**

\_\_\_\_\_  
**Date:**

State Term Contract No. **25100000-21-STC**  
For  
**Motor Vehicles**

**IV. Contract Management.**

**Department's Contract Manager:**

Christopher McMullen  
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4050 Esplanade Way, Suite 360  
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This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

**GARBER FORD, INC.**

DocuSigned by:

*Ryan Davis*

**[Name]** Ryan Davis

11/12/2021 | 9:22 AM EST

**Date:**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

*J. Todd Inman*  
**J. Todd Inman, Secretary**

*11/15/2021*  
**Date:**

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, April 8, 2022  
Title: **DOR Violation 21-001921 808 Waterway Drive**  
Section & Item: 11.A.i  
Department: Resident Relations, DOR  
Fiscal Impact: N/A  
Contact: Richard Armington, Resident Relations Manager, John W Coffey, ICMA-CM, Community Manager  
Attachments: 21-001921 808 Waterway Drive, 808 Waterway Chickens, 808 Waterway chickens (1)  
Reviewed by General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Staff recommends that the BOT refer this violation to General Counsel Cary for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents' account and shall constitute a lien.

### Background and Summary Information

Article III, Section 4 (A) (B) (C) (D) (E) - Pets. Case opened 9/13/2021. Eleven inspections have been performed on this property. Seven photos have been taken. Staff has executed an Affidavit of Notice and a Statement of violation has been sent with a photo. The property is under social membership suspension. The property was found in violation by the Violations Committee on November 12, 2021. The respondent was notified by first-class mail and certified mail.

**BAREFOOT BAY BOARD OF TRUSTEES  
BREVARD COUNTY, FLORIDA**

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 21-001921

#3664/ 21-001921

SLATER, DELANA

808 WATERWAY DR

BAREFOOT BAY, FL 32976

Respondent(s),

**STATEMENT OF VIOLATION**

PURSUANT to the Article(s) listed below, of the Barefoot Bay Deed of Restrictions, the undersigned DOR Enforcement Officer hereby gives notice of a violation or violations of the Deed of Restrictions of the Barefoot Bay Recreation District, described herein.

**SECTION(S) OF DEED OF RESTRICTION VIOLATION(S)**

- **ARTICLE III, SECT. 4 (A) (B) (C) (D) (E) 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 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 any 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 (cows, horses, sheep, goats, etc.) shall not be kept on any lot in Barefoot Bay. No feral cat colony shall be maintained by 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.

**LOCATION/ADDRESS WHERE VIOLATION EXISTS**

Block # 125 Lot # 50  
808 WATERWAY DRIVE  
BAREFOOT BAY, FL 32976

**DESCRIPTION OF VIOLATION(s):** Livestock or poultry of any kind shall not be raised, bred, or kept on any lot.

**DATE OF VIOLATION FIRST OBSERVED:** Sep 13, 2021

**DATE OF OWNER/PERSON IN CHARGE GIVEN NOTICE OF VIOLATION:**

November 02, 2021 via First Class

November 02, 2021 via Certified return receipt requested.

**DATE ON/BY WHICH VIOLATION TO BE CORRECTED:** March 17, 2022

Deed of Restrictions Staff

March 11, 2022



808 Waterway Dr. Livestock or poultry of any kind shall not be raised, bred, or kept on any lot.  
Mar 11, 2022



808 Waterway Dr. Livestock or poultry of any kind shall not be raised, bred, or kept on any lot.  
Jan 05, 2022

**BAREFOOT BAY RECREATION DISTRICT  
BREVARD COUNTY, FLORIDA  
NOTICE OF HEARING  
OF  
BOARD OF TRUSTEES**

**Notice** is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **07:00 PM** on **March 22, 2022** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida**.

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

**The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee.** The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

**IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).**

**THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-3141.**

**March 11, 2022**

Deed of Restrictions STAFF

**BAREFOOT BAY BOARD OF TRUSTEES  
BREVARD COUNTY, FLORIDA**

**BAREFOOT BAY RECREATION DISTRICT**

Petitioner

Vs

Case no. 21-001921

#3664 / 21-001921

SLATER, DELANA,

808 WATERWAY DR

BAREFOOT BAY, FL 32976

Respondent(s),

**RE: 808 WATERWAY DRIVE  
Barefoot Bay, FL 32976**

**AFFIDAVIT OF NOTICES**

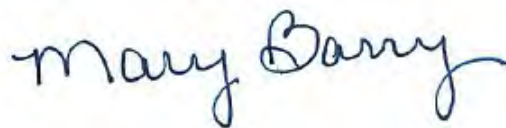
STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared, Deed of Restrictions Enforcement Officer Mary Barry for the Barefoot Bay Recreation District, who after being duly sworn deposes and says:

1. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the respondent at the above address by **First Class mail**.
2. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was mailed to the above respondent by **Certified mail**, return receipt requested, a copy of which is attached hereto.
3. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was **Posted** at the above referenced address a copy of which is attached hereto.
4. That on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a Statement of Violations and a Notice of Hearing was emailed to the Mortgage Servicer for above referenced address, a copy of which is attached hereto.

FURTHER AFFIANT SAYETH NOT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.



\_\_\_\_\_  
Mary Barry, DOR Inspector

The Foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by Mary Barry, who is personally known to me and did take an oath.

\_\_\_\_\_  
Notary Public  
State of Florida at Large









## Board of Trustees Meeting Agenda Memo

Date: Friday, April 8, 2022

Title: 19th Hole Kitchen and (2) Walk-in Coolers Project Award of Contract

Section & 11.B

Item:

Department: R&M/Capital Projects

Fiscal \$483,379 (FY22 funding of \$184,562)

Impact:

Contact: Jim Nugent, Trustee, Kathy Mendes, Food & Beverage Manager, John W Coffey, ICMA-CM, Community Manager

Attachments : Independent Contractor Agreement MGM Contracting v2, RFP 2022-02  
List of proposers and cost 08Mar22, 03.08.22 19th Hole Kitchen Walk-in Cooler RFP Minutes, Parkit proposal, Parkit additional information 16Mar22, MGM proposal, MGM additional information 18Mar22, RFP 19th Hole Kitchen Renovations and Walk in coolers 26Jan22, RFP 2022-02 Addendum 1 27Jan22

Reviewed by

General

Counsel: Yes

Approved by: John W. Coffey, ICMA-CM, Community Manager

### Requested Action by BOT

Consideration of RFP evaluation committee recommendation.

### Background and Summary Information

The FY22 Budget contains \$184,562 for the 19th Hole Kitchen Renovations and (2) Walk in Coolers project (one at the 19<sup>th</sup> Hole and replacement of one at the Lounge).

The project consists of the following:

- Design and all required permitting
- 19th Hole
  1. Removal of existing Hood system, patching of roof, and restoration of the interior ceiling system
  2. Installation of new stove/oven and hood system
  3. Relocation of sinks and other ancillary equipment
  4. Installation of exterior walk in cooler and all required site alterations, and utility deconflictions
- Lounge
  1. Demolition and removal of existing walk in cooler
  2. Site work and installation of new walk in cooler
- Any other work required by permitting agencies

On January 25, 2022, the BOT authorized the release of a Request for Proposal for the project. On March 8<sup>th</sup>, the evaluation committee met and opened the following bids:

\$597,820.00 Parkit Construction (contractor for the Building C and A renovation projects)

\$483,379.00 MGM Contracting (contractor for Shopping Center and Building A Towers roof replacement projects)

On March 18<sup>th</sup> the evaluation committee interviewed each proposer and discussed possible changes to their proposals via future change orders.



Given the impact of record high inflation, supply chain disruptions, and BBRD's limited resources, the evaluation committee made a unanimous recommendation to the BOT as follows:

- Award of contract to MGM Contracting in the amount of \$483,379.00
- Approval of change order #1 immediately following award of contract deleting the Lounge walk in cooler component of the contract (at a cost of \$139,000) and any other cost savings identified by staff that is agreeable to the contractor

General Counsel Cary drafted a contract as attached which Chairman Maino can execute after the meeting if the BOT awards a contract as recommended.

Hence, staff recommends the BOT award contract for the 19<sup>th</sup> Hole kitchen renovations and (2) walk in coolers to MGM Contracting in the amount of \$483,379 and instruct staff to prepare a future budget amendment to recognize fund balance for the budget overage.

## **INDEPENDENT CONTRACTOR'S AGREEMENT**

**THIS INDEPENDENT CONTRACTOR'S AGREEMENT** (hereinafter this "Agreement") is made and entered into this 8th day of April 2022, by and between **BAREFOOT BAY RECREATION DISTRICT**, a special district of the State of Florida (hereinafter the "District" or "BBRD") and **MGM CONTRACTING, INC.**, a Florida corporation (hereinafter "CONTRACTOR").

### **WITNESSETH**

**WHEREAS**, the DISTRICT is a special district of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the District; and

**WHEREAS**, the DISTRICT has the full power and authority to enter into the transactions contemplated by this Agreement; and

**WHEREAS**, CONTRACTOR is in the business of construction in BBRD and elsewhere in the State of Florida; and

**WHEREAS**, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

**WHEREAS**, CONTRACTOR was the successful proposer for an advertised Request for Proposals identified as RFP No. 2022-02, 19<sup>th</sup> Hole Kitchen Renovations and (2) Walk in Coolers Project which satisfies the DISTRICT's Procurement Policy; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

**WHEREAS**, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or proposal documents issued in connection with this project.

**NOW THEREFORE** in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**

- a. The DISTRICT hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
  - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
  - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the DISTRICT, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
3. **Commencement and completion/Term.**
  - a. CONTRACTOR must commence work under this Agreement immediately upon receipt by CONTRACTOR of the Notice to Proceed, and must complete the work not later than 190 calendar days thereafter.
  - b. Liquidated damages will be assessed against CONTRACTOR in the amount of \$250.00 per day, for each day after 190 days that the work contemplated by this Agreement is incomplete.
4. **Payment.**
  - a. The DISTRICT agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
  - b. Progress payments, if any, will be made as set forth in Exhibit "A".
  - c. The DISTRICT reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
5. **Acceptance of work product, payment, and warranty.** Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to

permit audit, the DISTRICT will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A". CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the DISTRICT) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the DISTRICT in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the DISTRICT for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the DISTRICT any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the DISTRICT will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

**6. Termination.**

- a. Termination at Will: This Agreement may be terminated by the DISTRICT in whole or in part at any time without cause by the DISTRICT giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the DISTRICT or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

**7. Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To DISTRICT: Barefoot Bay Recreation District, Attention: Community Manager, 625 Barefoot Blvd., Barefoot Bay, Florida 32976;
- b. To CONTRACTOR: MGM Contracting, Inc., Attention: Michael G. Mila, President, 643 Jillotus St., Merritt Island, FL 32922

**8. Insurance.**

Contractor agrees to maintain insurance, which will fully protect both Contractor and the District from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for

personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by Contractor, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:

- i. Workers' Compensation (unless exempt) with Employers' Liability shall be as provided by statute.
- ii. Comprehensive or Commercial General Liability (CGL) insurance (including, but not limited to, the following Supplementary Coverages: (i) Contractual Liability to cover liability assumed under this Agreement; (ii) Produce and Completed Operations Liability Insurance; (iii) Broad Form Property Damage Liability Insurance; and (iv) Explosion, Collapse, and Underground Hazards (Deletion of the X, C, U Exclusions), if such exposure exists):
  1. Bodily Injury: \$1,000,000 per occurrence;
  2. Property Damage: \$1,000,000 per occurrence.
- iii. Automobile Liability Insurance:
  1. Bodily Injury: \$1,000,000 per occurrence;
  2. Property Damage: \$1,000,000 per occurrence;If a Combined Single Limit is provided, the total coverage shall not be less than \$2,000,000 per occurrence.
- iv. Professional Liability Insurance (for professional services as defined pursuant to Florida Law, environmental contractors, or as otherwise specifically required by BBRD): \$1,000,000 per occurrence.

The most recent Rating Classification Financial Size Category of the Insurer regarding any coverages as required herein, as published in the latest edition of AM Best's Rating Guide (Property-Casualty), shall be a minimum of A.

9. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the DISTRICT, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the DISTRICT to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the DISTRICT. The DISTRICT will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the DISTRICT.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations



pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.

c. **Personal nature of Agreement; Assignment.**

- i. The parties acknowledge that the DISTRICT places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the DISTRICT.
- ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the DISTRICT Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. **Discrimination.**

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the DISTRICT. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the DISTRICT. None of the benefits, if any, provided by the DISTRICT to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the DISTRICT to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the DISTRICT and is subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's



business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The DISTRICT will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the DISTRICT harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the DISTRICT, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the DISTRICT against any claim that any product purchased or licensed by the DISTRICT from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the DISTRICT by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the DISTRICT and not considered to be the DISTRICT's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the DISTRICT to indemnification, the DISTRICT must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the DISTRICT decides to participate in the proceeding or defense, the DISTRICT will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for

- expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the DISTRICT's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the DISTRICT to be sued by third parties in any matter arising out of this Agreement.

h. **Public records.**

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
1. Keep and maintain public records required by the DISTRICT to perform the service.
  2. Upon request from the DISTRICT's custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the DISTRICT.
  4. Upon completion of this Agreement, transfer, at no cost, to the DISTRICT all public records in possession of CONTRACTOR or keep and maintain public records required by the DISTRICT to perform the service. If CONTRACTOR transfers all public records to the DISTRICT upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT's custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.

- iv. CONTRACTOR consents to the DISTRICT's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by DISTRICT.
  - v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the DISTRICT.
  - vi. **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, DISTRICT CLERK, AT 772-664-3141, records@bbrd.org; MAILING ADDRESS: 625 BAREFOOT BLVD., BUILDING A, BAREFOOT BAY, FL 32976.**
- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the DISTRICT's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
    - i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
    - ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
    - iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the DISTRICT, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the DISTRICT's sovereign immunity.
    - iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must

ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- v. **Liability Insurance.** Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the DISTRICT and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The DISTRICT and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The DISTRICT's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the DISTRICT or the State of Florida may have.
- vi. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the DISTRICT's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

- j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
- k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.

10. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized DISTRICT representatives.
- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the DISTRICT's rights under this Agreement, or of any cause of action the DISTRICT may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with DISTRICT for goods or services of any amount may be terminated at the option of DISTRICT if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the

contract may be terminated at the option of DISTRICT if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- j. **Law; Venue.** This Agreement is being executed in Barefoot Bay Recreation District, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Brevard County, Florida.

**11. Special Provisions.**

- a. CONTRACTOR shall provide the DISTRICT a sketch reflecting the location of the new equipment that is being installed under the provisions of the proposal for approval of the DISTRICT's project manager prior to CONTRACTOR's design phase.
- b. CONTRACTOR shall provide the DISTRICT the design plans for approval of the DISTRICT's project manager prior to pulling the permit for build out.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement effective the date first written above.

**BAREFOOT BAY RECREATION DISTRICT**

\_\_\_\_\_  
MICHAEL R. MAINO, CHAIRMAN

Date signed by DISTRICT: \_\_\_\_\_

**MGM CONTRACTING, INC.**

by \_\_\_\_\_  
MICHAEL MILA, as its President and authorized  
agent

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
Corporate Secretary

No.	COMPANY NAME	Start Date and Number of Days of Project			Experience and References			Cost			Total Score
		Weight	Raw score	Weighted Score	Weight	Raw score	Weighted Score	Weight	Raw score	Weighted Score	
			0-10			0-10			0-10		
1		0.2			0.3			0.5			
2		0.2			0.3			0.5			
3		0.2			0.3			0.5			
4		0.2			0.3			0.5			

Company

Total Bid

Parkit  
MGIM

\$ 597,820.00  
\$ 483,379.00

Submitted By:

Title:

John W. Coffey, ICMA-CM  
Community Manager

Mar. 6, 2022





# BAREFOOT BAY RECREATION DISTRICT

19<sup>th</sup> Hole Kitchen and Walk in Cooler RFP Minutes

March 8, 2022

2 PM –Administration Building Conference Room

## Meeting Called to Order

Committee member Maino welcomed everyone and started the meeting at 2 PM.

## Pledge of Allegiance to the Flag

Led by Committee Member Chairman Maino.

## Roll Call

Present: Voting member Trustee Nugent; Non-voting member Chairman Maino; voting member Klosky, CDO; non-voting member Community Manager Coffey, ICMA-CM; and voting member Food & Beverage Manager Mendes. Also present, Trustee Brinker.

## Election of Chairman

Committee member Maino nominated Trustee Nugent as Chairman. Approved 3-0.

## Opening of proposals

- Parkit Construction. \$597,820
- MGM Contracting \$483,379

## RFP review

The committee opened and reviewed the proposals and discussed differences. Mr. Coffey suggested having the subcontractors discuss the proposals with the Committee at the next meeting, as well as provide a detailed breakout. Members also discussed ensuring that vendors used are reliable, start dates, proposed timeline and scope of the project.

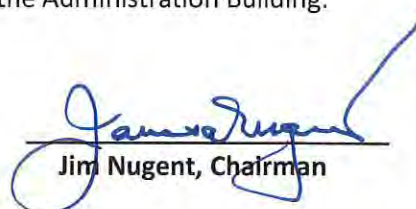
The committee changed the next meeting date to March 18, 2022 at 1 PM. One contractor will be scheduled for 1 PM, and the second contractor at 2 PM.

## Adjournment

Motion by Committee member Mendes to adjourn. Second by Committee member Nugent.

Meeting adjourned at 2:49 PM.


The next meeting will be on Friday, March 18, 2022 at 1 PM in the Administration Building.



Jim Nugent, Chairman

## SECTION IV

## REQUEST FOR PROPOSAL #2022-02

**19th Hole Kitchen Renovations and (2) Walk in Coolers Project****Contact Information**Company Name: Parkit Construction, Inc.Address: PO Box 120278, West Melbourne, FL. 32912-0278Point of Contact (name): Dave Park, P.E., C.G.C.Telephone Number: (321) 426-6556E-mail Address: dpark1@cfl.rr.comPerson authorized to submit proposal (name and title): Dave ParkSignature of person listed immediately above: Date: 03/07/2022**Experience and References**Number of years company has worked in Brevard County: 17 yearsNumber of years company has worked in Florida: 17 years

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

**Current Electrical Solutions, Inc., 190 Center Street, Cape Canaveral, FL 32920 (321) 350-6912 Electrical****Tuffest Concrete, 385 Humbert Street, 385 Humbert Street, Palm Bay, FL 32907 (321) 288-9396 Concrete****Will work with BBRD staff on outside engineering services based on existing TLC Designs.****Others subs will be properly licensed & insured in their respective trades. BBRD will be given a reasonable opportunity to vet other subs prior to engagement on the project.**

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

**Please visit our website [www.parkitconstruction.com](http://www.parkitconstruction.com) to view pictures of some of our previous 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 check with either Matt Goetz, John Coffey or Kathy Mendes with respect to their thoughts on these projects****Continuing work on Re-design Build for Cross Brands Manufacturing Facility in West Melbourne and Starting a 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 & Mechanical being completed with startup in March of 2022.****Anticipated start date and number of days of the project**Design start date: 10 Work Days after award of ContractAnticipated permit application date: 10 Work Days after signed/sealed designs being completedAnticipated Commencement of work date: 10 Work Days after receipt of permitNumber of workdays (excluding weekends): Estimated 326 Work Days (15 months)**3 months estimated for Design and 12 for Construction due to very long lead time on equipment.****Note: Construction market is extremely volatile. (Inflation, Covid, Ukraine, etc. could impact the Project, unfortunately.)**



# **Parkit Const. Project Proposal: BBRD 19th Hole Kitchen Reno & 2 Walk-In Coolers**

**Bid Date: Monday, 3/7/22 @ 4:30 PM (Exhibit A Schedule of Values)**

REF. No.	Description	Est Qty	Unit	Unit Cost	Bid
1	Permitting (Overall Project)	1	LS	\$ 8,835.00	\$ 8,835.00
2	Mobilization (Overall Project)	1	LS	\$ 43,628.00	\$ 43,628.00
3	Design Services 19th Hole & Lounge (Overall)	1	LS	\$ 71,130.00	\$ 71,130.00
4	19th Hole: Demolition (Walk-In Cooler and Misc)	1	LS	\$ 10,260.00	\$ 10,260.00
5	19th Hole: Building Slab Work	1	LS	\$ 15,200.00	\$ 15,200.00
6	19th Hole: Masonry Infill	1	LS	\$ 1,710.00	\$ 1,710.00
7	19th Hole: Electrical Scope of Work	1	LS	\$ 45,600.00	\$ 45,600.00
8	19th Hole: Plumbing Scope of Work	1	LS	\$ 34,200.00	\$ 34,200.00
9	19th Hole: Hood System (12.5' Wide Cook Line Est.)	1	LS	\$ 66,475.00	\$ 66,475.00
10	19th Hole: Roof Repairs (No Work Platform)	1	LS	\$ 18,240.00	\$ 18,240.00
11	19th Hole: Walk In Cooler (Apprx. 220 SF American Panel)	1	LS	\$ 52,415.00	\$ 52,415.00
12	19th Hole: 6 Burner Range (Southbend or Equal)	1	Ea	\$ 6,800.00	\$ 6,800.00
13	19th Hole: Salamander Broiler (Southbend or Equal)	1	LS	\$ 6,945.00	\$ 6,945.00
14	19th Hole: Gas Floor Fryer 42-50 Lb (Southbend or Equal)	2	Ea	\$ 3,280.00	\$ 6,560.00
15	19th Hole 36" Flat Top Griddle (Southbend or Equal)	1	Ea	\$ 8,840.00	\$ 8,840.00
16	19th Hole: Refrigerated Chefs Base (\$5,000 Allowance)	1	Ea	\$ 8,950.00	\$ 8,950.00
17	19th Hole: 36" Char Broiler (Southbend or Equal)	1	Ea	\$ 8,760.00	\$ 8,760.00
18	19th Hole: Hand Sink	1	Ea	\$ 392.00	\$ 392.00
19	19th Hole: Dishwasher OPTIONAL (Jackson or Equal)	1	LS	\$ 19,870.00	\$ 19,870.00
20	19th Hole: Work Table with Prep Sinks	1	Ea	\$ 6,110.00	\$ 6,110.00
21	19th Hole: Doors (1 double and 2 single)	3	Ea	\$ 3,800.00	\$ 11,400.00
22	19th Hole: Ceiling Tile	1	LS	\$ 5,700.00	\$ 5,700.00
23	19th Hole: Flooring (Quarry Tile or Equal)	1	LS	\$ 16,000.00	\$ 16,000.00
24	19th Hole: Drywall / FRP	1	LS	\$ 10,300.00	\$ 10,300.00

REF. No.	Description	Est Qty	Unit	Unit Cost	Bid
25	19th Hole: Paint	1	LS	\$ 4,500.00	\$ 4,500.00
26	Lounge: Demolition Existing Cooler & Misc	1	LS	\$ 6,850.00	\$ 6,850.00
27	Lounge: Freezer Slab Work	1	LS	\$ 18,650.00	\$ 18,650.00
28	Lounge: Miscellaneous Underground Utility Work	1	LS	\$ 8,500.00	\$ 8,500.00
29	Lounge: Electrical Scope of Work Walk-In	1	LS	\$ 4,600.00	\$ 4,600.00
30	Lounge: Walk-In Cooler (Apprx. 270 SF American Panel)	1	LS	\$ 64,300.00	\$ 64,300.00
31	Miscellaneous /Punchlist Overall	1	LS	\$ 6,100.00	\$ 6,100.00
<b>Total Base Bid</b>				<b>\$ 597,820.00</b>	

**Parkit Proposal Notes / Caveats:**

1	Price valid for 30 calendar days
2	Proposal Reflects \$182,330 Kitchen Equipment Allowance. This includes 7% sales tax which will be credited back to BBRD based on Direct Owner Purchase
3	Kitchen Equipment Allowance detailed above is quoting equipment similar to Bldg A. Kitchen with 30% increase based on escalation/inflation etc. BBRD will only pay actual cost incurred plus GC Markup
4	Proposal includes \$52,000 allowance for outside engineering services. BBRD may have some partially completed designs which may reduce the costs being incurred by BBRD for outside engineering.
5	Estimated time for Project Completion is 15 months (3 Months Design & 12 for Construction) Construction Market is extremely volatile (Inflation, Covid, Ukraine etc. could impact the project.)

# Exhibit D

## 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 ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G divided by C)	H BALANCE TO FINISH (C - G)	I 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%	\$ -	
28	Electric	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
28	Phone & Electric Service Allowance	\$ -	\$ -	\$ -		\$ -	0.00%	\$ -	
28	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!	\$ -	



## REQUEST FOR PROPOSAL #2022-02 19th Hole Kitchen Renovations and (2) Walk in Coolers Project

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

ISSUE DATE: 01/26/2022

CONTACT: Stephanie Brown, District Clerk  
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, 3/7/2022**

**PROPOSALS WILL BE OPENED AT 2:00PM ON  
TUESDAY, 3/8/2022**

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## SECTION I

### **INTRODUCTION**

Barefoot Bay Recreation District (hereinafter referred to as "BBRD") is requesting sealed Proposals for **"RFP No. 2022-02, 19th Hole Kitchen Renovations and (2) Walk in Coolers Project."**

**PROPOSALS DUE DATE & TIME: Monday, March 7, 2022 at 4:30pm.** 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 4:30pm. 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 2pm on, Tuesday, March 8, 2022. The location of the opening will be the Administration Building Conference Room, 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, **"RFP No. 2022-02, 19th Hole Kitchen Renovations and (2) Walk in Coolers Project."** Proposer'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 not including all aspects of the requested work may be disqualified by the evaluation committee.

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.

Questions 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](mailto:sbrown@bbrd.org). Questions received after February 25, 2022, 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. Material changes, if any, to the Proposals or procedures will only be transmitted by written addendum as posted on [www.bbrd.org](http://www.bbrd.org).

### **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" and the file will automatically download to your computer).

### **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 to this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing of 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

### **Background**

Barefoot Bay Recreation District (BBRD) operates a Food & Beverage Department out of multiple locations. The 19<sup>th</sup> Hole (located at 1225 Barefoot Blvd.) has an extremely undersized kitchen and seeks to replace the undersized stove/oven and locate the larger unit in a different part of the kitchen necessitating the installation of a new commercial hood system. Additionally, BBRD desires to install a new exterior walk in cooler. Locating the unit will be a challenge due to site and utility restrictions. The Lounge (located at 625 Barefoot Blvd.) has an existing exterior walk in cooler that is undersized and beyond its useful economic life. BBRD desires to replace the unit with a larger unit in approximately the same location. All three projects (kitchen renovation and two walk in coolers) are budgeted and BBRD has sufficient contingency funding to fund the combined projects.

### **SCOPE OF WORK**

The successful proposer will be responsible to obtain all required design, engineering, and applicable permits for the project. A generalized summary of the project includes the following:

- Design and all required permitting
- 19<sup>th</sup> Hole

- Removal of existing Hood system, patching of roof, and restoration of interior ceiling system
- Removal of existing walk-in cooler
- Removal of existing 2 bay sink and dishwasher
- Installation of new stove/oven, a flat top grill with refrigerated base, 2 fryer units, 2 side worktables and hood system perpendicular to the current stove/oven location
- Installation of dishwasher and 2/3 bay sink in the space made available by removal of existing
- Installation of exterior walk-in cooler and all required site alterations, and utility deconflictions
- Lounge
  - Demolition and removal of existing walk in cooler
  - Site work and installation of new walk in cooler
- Any other work required by permitting agencies

Determination of equipment specifications will be made at the mandatory pre-submittal site inspection since the size of the hood (wall space available) will determine the size of the equipment and the outdoor space available will determine the walk-in coolers specifications.

A performance bond is not required to be included in the proposal.

### 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	January 24, 2022
2	Publication Date	January 26, 2022
3	Advertisement	January 26, 2022 through March 7, 2022
4	Required Pre-Submittal Site Inspection	February 8, 2022, 10am-Noon or by appointment (kathymendes@bbrd.org)
5	Deadline for Written Questions	February 25, 2022
6	Responses/Addendum Issued	January 27, 2022 through February 28, 2022
7	Submission Deadline (RFP close date)	March 7, 2022 (4:30pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	March 8, 2022 (2:00pm Administration Bldg. 625 Barefoot Blvd.)
9	Evaluation Committee Meeting (interviews, if needed, otherwise review of proposals and vote to recommend award to Board of Trustees)	March 17, 2022 (9:00am Administration Bldg. 625 Barefoot Blvd.)
10	Board of Trustees award of contract	April 8, 2022 (1:00pm, Bldg. D/E)

**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 April 8, 2022, or at a later meeting, the Board of Trustees will consider an agenda item regarding the award of a contract. The Board of Trustees has the final authority to award 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 will be 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 the 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 19 of the *Policy Manual* located at <http://bbrd.org/resident-relations> (click on "BBRD Policy Manual" and the file will automatically download to your computer).

#### **CRITERIA**

Proposals shall be evaluated based on the following information. Proposers are encouraged to use the last page of this RFP as part of 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 Brevard County
- b) Number of years company has worked in Brevard County
- c) A listing of sub-contractors (name, address, and contact number) who will work on the project, including engineers/design professionals
- d) A listing of comparable client references that are applicable to the scope of work outlined in this RFP, (i.e., client name, address, telephone number, contact person, description, size of the project, and contract amount)
- e) 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 the contract amount

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

Due to the seasonal nature of BBRD, as early a construction start date as possible is desired. Preference will be given to proposals with the earliest start dates and the shortest number of days of work.

**Cost Proposal: (50% X \_\_\_\_ ranking = maximum \_\_\_\_ points)**

Cost proposal shall be segregated per the 3 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 may be disqualified.

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

**Barefoot Bay - 19th Hole Kitchen Renovation & 2 Walk-In Coolers**  
**Parkit Construction, Inc. - Refined Timeline Summary**

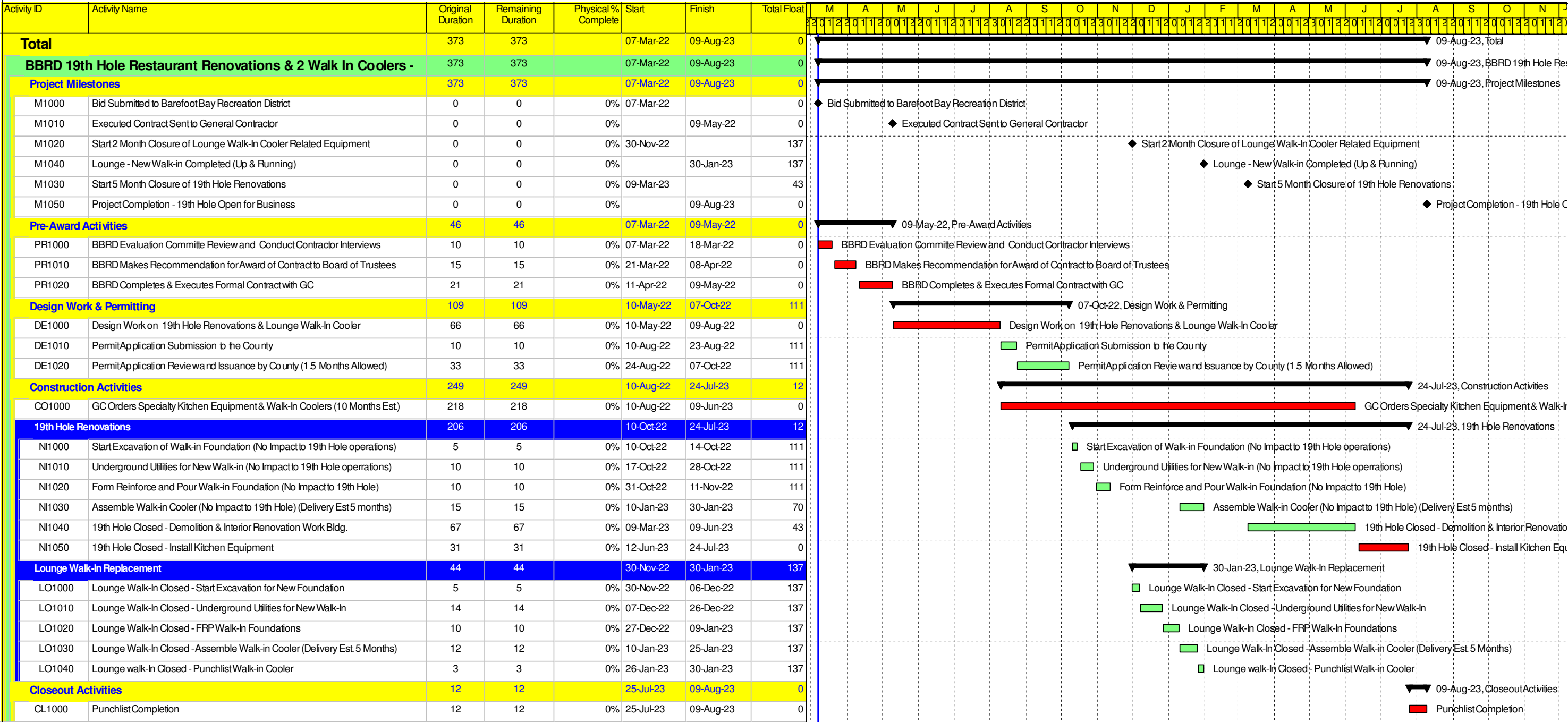
Order	Task	Date
1	BBRD Receives GC Bids	3/7/2022
2	BBRD Conducts GC Interviews	3/18/2022
3	BBRD Recommends Award to BOT	4/8/2022
4	GC Receives Executed Contract (Start - 15 Month Duration Bid)	5/9/2022
5	Base Contract Design Engineering Completed	8/9/2022
6	Brevard County Permitting Received	10/7/2022
7	Start 2 Month Closure of Lounge Walk-In Related Equipment	11/30/2022
8	Lounge - New Walk-In Completed (Up & Running)	1/30/2023
9	Start 5 Month Closure of 19th Hole Restaurant	3/9/2023
10	Project Completion - 19th Hole Open for Business (End - 15 Months)	8/9/2023

**Notes**

- 1 Lounge Closure may be reduced if New Walk-In is in different location than existing.
- 2 Lead Time on Specialty Kitchen Equipment will drive the Critical Path for the Project.
- 3 See Attached Gantt Chart Schedule for More Detailed Timeline.



19th Hole Kitchen & 2 Walk-in Coolers  
Estimated Baseline Schedule - BBRD



Remaining Level of Effort  
Actual Work  
Remaining Work  
Critical Remaining Work  
Milestone  
Summary

Parkit Construction, Inc.

Date	Revision	Che...	Approved





**MGM CONTRACTING INC.**

## **Barefoot Bay**

### **19<sup>th</sup> Hole Kitchen Renovations and Walk in Coolers Project**

#### **Interior 19<sup>th</sup> Hole**

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##### **DEMO:**

**Bond Expenses, Permits**

**Engineering and Load Calculations**

**Remove Ansel System**

**Old Hood, Stove, Freezer Unit**

**Existing Workstation**

**Plumbing Lines**

**Electrical Outlets**

**Saw Cut for New drains**

**Remove vent Systems and Repair Ceiling**

**Remove Beer Lines**

**Motion Sensors**

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##### **INSTALL:**

**Install New Water Lines and Drain Lines**

**Chefs Table 30"x 15"**

**3 Component Sink and Hand Sink**

**1121 PEACHTREE STREET  
COCOA, FL. 32922**

**OFFICE 321-639-6365**

**FAX 321-639-2780**



**MGM CONTRACTING INC.**

**Install Dishwasher Existing**

**6 Burner Stove, 2 Oil Fryers**

**Griddle with Refrigerator Base**

**Salamander Broiler**

**14' Hood with 2 Vents**

**Relocate Outlets and Switches**

**Relocate Gas Lines**

**Relocate Ansel system**

**Patch and Repair Walls and Ceiling**

## **19<sup>th</sup> Hole Exterior**

---

**3 Tree Removal**

**Sitework**

**10x 20 Concrete Slab 4"**

**10x 20 Freeze/ Fridge**

**Electrical**

**Remove/ Replace CO2 and Gas Valves**

**Remove Roof Vent and Patch**

**Remove and Relocate Grease Trap**

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**\$344,379.00**

**1121 PEACHTREE STREET  
COCOA, FL. 32922**

**OFFICE 321-639-6365**

**FAX 321-639-2780**



**MGM CONTRACTING INC.**

## **Barefoot Bay Pool Side**

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**Permits, Bond Expenses**

**Engineering**

**Demo Old Freezer**

**Demo Concrete**

**New Concrete Pad (If needed)**

**Remove and Re-Install CO2 and Lines**

**Remove and Re-Install Electrical**

**8x30 Freezer/ Fridge Unit**

**Install Fence Parcels/ Supply**

**Drain Lines**

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**\$139,000.00**

**1121 PEACHTREE STREET  
COCOA, FL. 32922**

**OFFICE 321-639-6365**

**FAX 321-639-2780**



## Cooking Performance Group S36-N Natural Gas 6 Burner 36" Range with Standard Oven - 210,000 BTU

#351S36N

### FEATURES

- (6) 30,000 BTU open top burners with cast iron lift-off grates for easy cleaning
- Rugged stainless steel front and aluminum sides; porcelainized oven bottom
- 9 1/2" deep back shelf and 4 1/2" plate rail for added storage and safety
- 6" adjustable stainless steel legs
- Requires a natural gas connection; located on the right side of the unit

### TECHNICAL DATA

Width	36 Inches
Depth	32 5/8 Inches
Height	60 3/8 Inches
Oven Interior Width	26 7/8 Inches
Oven Interior Depth	25 7/8 Inches
Oven Interior Height	13 7/8 Inches
Burner BTU	30000 BTU
Burner Style	Grates
Control Type	Manual
Gas Inlet Size	3/4 Inches
Installation Type	Freestanding
Maximum Temperature	550 Degrees F
Number of Burners	6 Burners
Number of Ovens	1
Number of Racks	2
Oven BTU	30000
Power Type	Natural Gas
Range Base Style	Standard Oven
Total BTU	210000 BTU

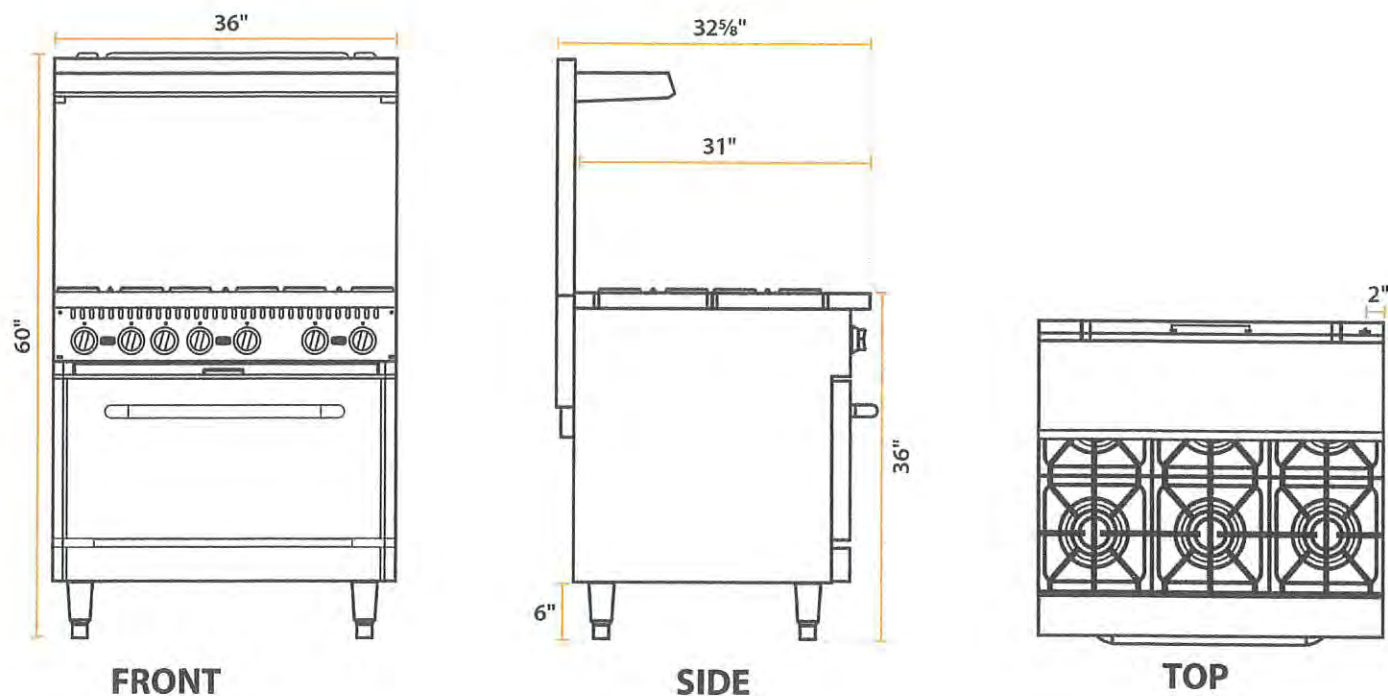


### CERTIFICATIONS





## Plan View



## Notes & Details

Boost your kitchen's efficiency, reliability, and overall performance with this Cooking Performance Group S36-N gas range! This natural gas range boasts (6) 30,000 BTU open top burners to deliver the impressive cooking performance you demand. The independently-controlled burners mean you can simultaneously execute a wide variety of tasks while their 12" x 12" heavy-duty cast iron grates support your sauce pans, fry pans, and other cookware. These rugged grates allow you to confidently boil, saute, and simmer as needed while effortlessly sliding even the heaviest stock pots from one burner to another. A 4 1/2" plate rail gives you a bit of extra room to work with and combines with a 9 1/2" deep back shelf that holds go-to seasonings and supplies to maximize your cooktop efficiency.

A 30,000 BTU standard oven makes this unit even more versatile by giving you a convenient way to warm your delicious foods or even do a bit of baking for your dessert menu! The oven's temperature can be adjusted from 250-550 degrees Fahrenheit to accommodate virtually any recipe. With 2 chrome plated racks that can be used in 4 different positions, you can easily arrange the oven to best complement your specific needs.

This 36" range features a rugged stainless steel front and durable aluminum sides that are not only designed to provide you with years of trouble-free performance, but are also extremely simple to clean! The cast iron grates lift off for a simple, thorough cleansing while the deep pull-out crumb tray further expedites end-of-day cleanup. And, thanks to the porcelainized bottom, maintaining a spotless oven is easier than ever. 6" adjustable stainless steel legs ensure that your unit is level and allows you to easily clean underneath for a safe and sanitary kitchen. A natural gas connection, located on the right side of the unit, is required for operation.

**⚠ WARNING:** This product can expose you to chemicals including lead, which are known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, go to [www.p65warnings.ca.gov](http://www.p65warnings.ca.gov).



**Cooking Performance Group FFOP40  
Natural Gas 40 lb. Stainless Steel Open Pot  
Floor Fryer - 90,000 BTU**

#351FFOP40N

**FEATURES**

- Durable stainless steel tank, door, front, top, ledge, and header
- Easy-to-use Millivolt controls for accurate and adjustable temperature between 200 to 400 degrees Fahrenheit
- 40 lb. fry pot with open pot design and full port drain makes cleaning quick and easy
- CPG Range Match; matches the working height of CPG ranges for a seamless kitchen design
- Open pot design reduces the cold zone and maximizes frying capacity; liquid propane, 90,000 BTU

**TECHNICAL DATA**

Width	15 3/4 Inches
Depth	32 Inches
Height	46 Inches
Tank Width	14
Tank Depth	15
Application	Medium Duty
Burner Style	Open Pot
Cabinet	Stainless Steel
Capacity	40 lb.
Control Type	Millivolt
Gas Inlet Size	3/4 Inches
Installation Type	Floor Model
Number of Fry Baskets	2 Fry Baskets
Number of Fry Pots	1 Fry Pots
Power Type	Natural Gas
Temperature Range	200 - 400 Degrees F
Temperature Settings	Adjustable
Total BTU	90000 BTU
Type	Gas Floor Fryers



**CERTIFICATIONS**



## Notes & Details


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This Cooking Performance Group FFOP40 natural gas 40 lb. open pot floor fryer has all the features your kitchen needs to prepare perfectly fried foods! This floor fryer features a stainless steel tank, door, front, top, ledge, and header to ensure maximum durability. The fryers open pot design maximizes your frying capacity, and makes cleaning quick and easy. With enough power to fry a variety of popular appetizers and entrees like french fries, onion rings, hot wings, and other wet batter foods, this fryer is sure to stand up to the daily demands of your busy kitchen.

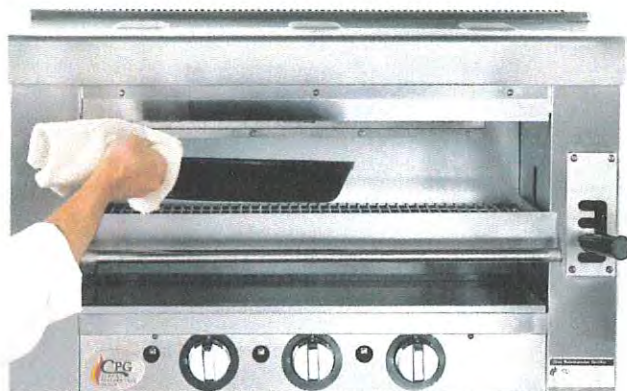
An easy-to-use thermostat lets you adjust temperatures between 200 to 400 degrees Fahrenheit, so you'll be able to fry a variety of foods perfectly every time. Its 90,000 BTU heating elements provide outstanding power to keep up with busy restaurant orders, while also offering quick recovery times.

Two 6" x 13" x 5 1/2" wire mesh fry baskets allow you to cook different products simultaneously, while the green coated handles ensure heat protection and operator comfort. This feature provides you with maximum flexibility so you can cook various food types at once, while the basket hangers allow you to hang your basket on the side of the tank to cool/drain excess oil while you complete other tasks.

This floor fryer is mounted on 6" adjustable legs, so that you can adjust the fryer to the perfect height and easily clean underneath the fryer. The full port drain valve makes draining used oil a quick and easy process by removing the need to manually remove an oil pan, and prevents costly accidental oil spills to minimize. This unit requires a natural gas connection for operation.

 **WARNING:** This product can expose you to chemicals including lead, which are known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, go to [www.p65warnings.ca.gov](http://www.p65warnings.ca.gov).





## Cooking Performance Group S-36-SB-N 36" Natural Gas Infrared Salamander Broiler with Wall Mounting Bracket - 36,000 BTU

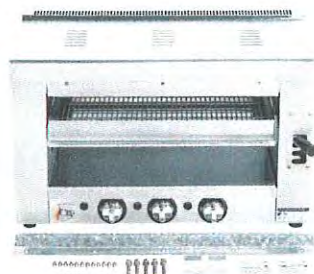
#35IS36SBNWK

### FEATURES

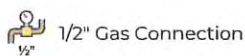
- Natural gas, 36,000 BTU
- Includes wall mounting bracket
- Durable stainless steel front and sides
- Gas-fired infrared burner efficiently browns casseroles or toasts sandwiches
- Lever controlled rack height to adjust product for the perfect heat application

### TECHNICAL DATA

Width	34 7/8 Inches
Depth	20 3/4 Inches
Height	23 1/4 Inches
Installation Type	Wall Mounted
Number of Shelves	1 Shelves
Power Type	Natural Gas
Total BTU	36000 BTU
Type	Salamanders

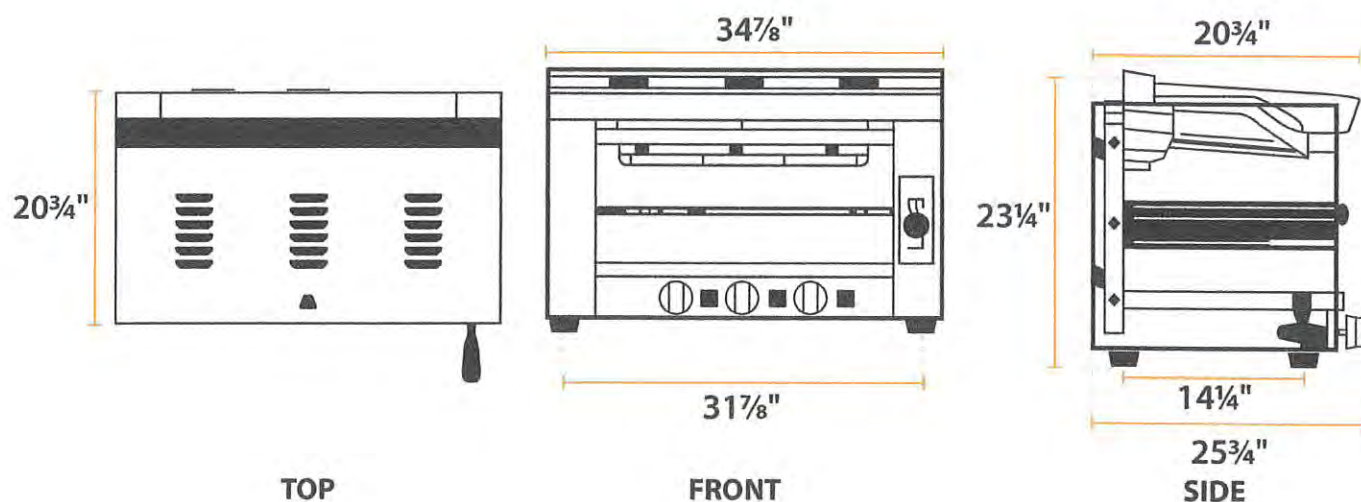


### CERTIFICATIONS





## Plan View



## Notes & Details

An excellent addition to your kitchen's equipment lineup, this Cooking Performance Group S-36-SB-N natural gas 36" salamander broiler allows you to quickly and easily melt cheese, brown the top of casseroles, toast sandwiches, or even finish steaks and other meats! It is equipped with a gas-fired 36,000 BTU infrared burner with adjustable gas valves and a standing pilot for instant ignition. No matter what your application, this unit is sure to improve the efficiency of your kitchen by offering a versatile piece of equipment in a compact size.

This broiler features a sleek stainless steel front and sides, making it both durable and easy to clean! A full width, large capacity broiler pan can also be removed for convenient cleaning. For easy setup, this model includes a wall mounting bracket and hardware so that you do not have to take up valuable floor space with an equipment stand.

A model of versatility, the Cooking Performance Group S-36-SB-N salamander broiler has a spring-balanced, adjustable tension assembly that raises and lowers with positive multi-position locking, and also rolls out for easy loading, unloading, and cleaning. A stainless steel crumb tray easily slides out of the unit to remove dropped food. A natural gas connection is required for operation.

**⚠ WARNING:** This product can expose you to chemicals including lead, which are known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, go to [www.p65warnings.ca.gov](http://www.p65warnings.ca.gov).



# T&S BRASS AND BRONZE WORKS, INC.

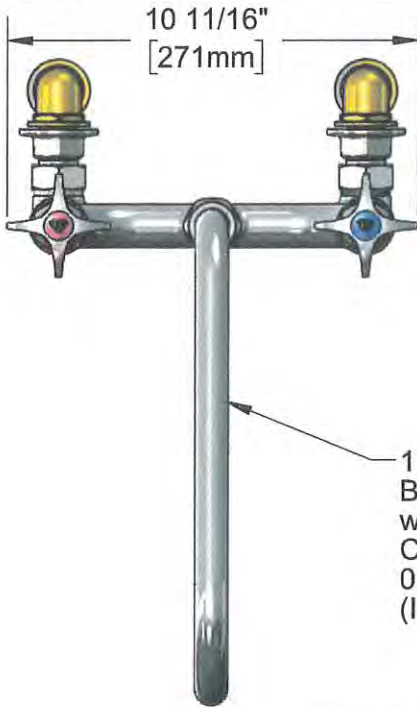
2 Saddleback Cove / P.O. Box 1088  
Travelers Rest, SC 29690

Model No.

**B-0290-0427**

Item No.

Travelers Rest, SC: 800-476-4103 • Simi Valley, CA: 800-423-0150 • Fax: 864-834-3518 • [www.tsbrass.com](http://www.tsbrass.com)



**ADA Compliant**

This Space for Architect/Engineer Approval

Job Name \_\_\_\_\_ Date \_\_\_\_\_

Model Specified \_\_\_\_\_ Quantity \_\_\_\_\_

Customer/Wholesaler \_\_\_\_\_

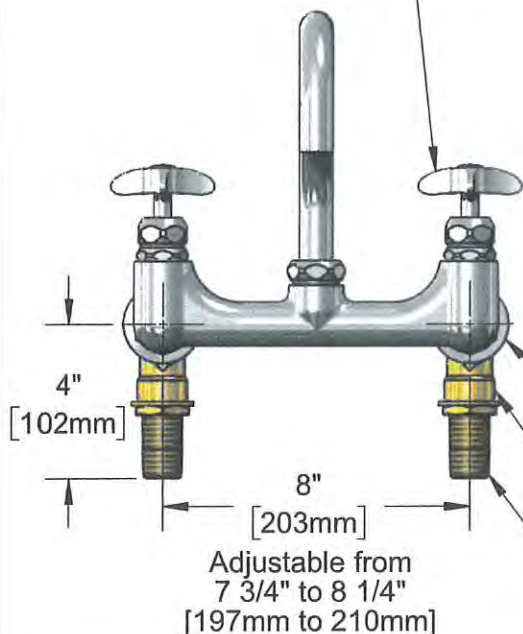
Contractor \_\_\_\_\_

Architect/Engineer \_\_\_\_\_

114X  
Big-Flo 12" Swing Nozzle  
w/ Plain End Outlet.  
Converts to Rigid with  
016807-45 Lock Washer  
(Included)



Big-Flo Cartridges &  
4-Arm Handles w/  
Color Coded Indexes



Mounting  
Surface

Fits Within  
2" [51mm]  
Space

Ø 2" [51mm] Flanges w/  
3/4" NPT Female Inlets

3/4" NPT Street Elbows

B-0427

3/4" x 2 1/2" Supply Nipple Kits

Rough-In Requirement:  
Ø 1 1/4" [32mm] Mounting Holes

## Product Specifications:

8" Wall Mount Big-Flo Mixing Faucet, Big-Flo Cartridges, 4-Arm Handles,  
12" Big-Flo Swing Nozzle, 3/4" Street Elbows & 3/4" Supply Nipple Kits

## Product Compliance:

ASME A112.18.1 / CSA B125.1  
NSF 61 - Section 9  
NSF 372 (Low Lead Content)  
ANSI A117.1 (ADA)





# T&S BRASS AND BRONZE WORKS, INC.

2 Saddleback Cove / P.O. Box 1088  
Travelers Rest, SC 29690

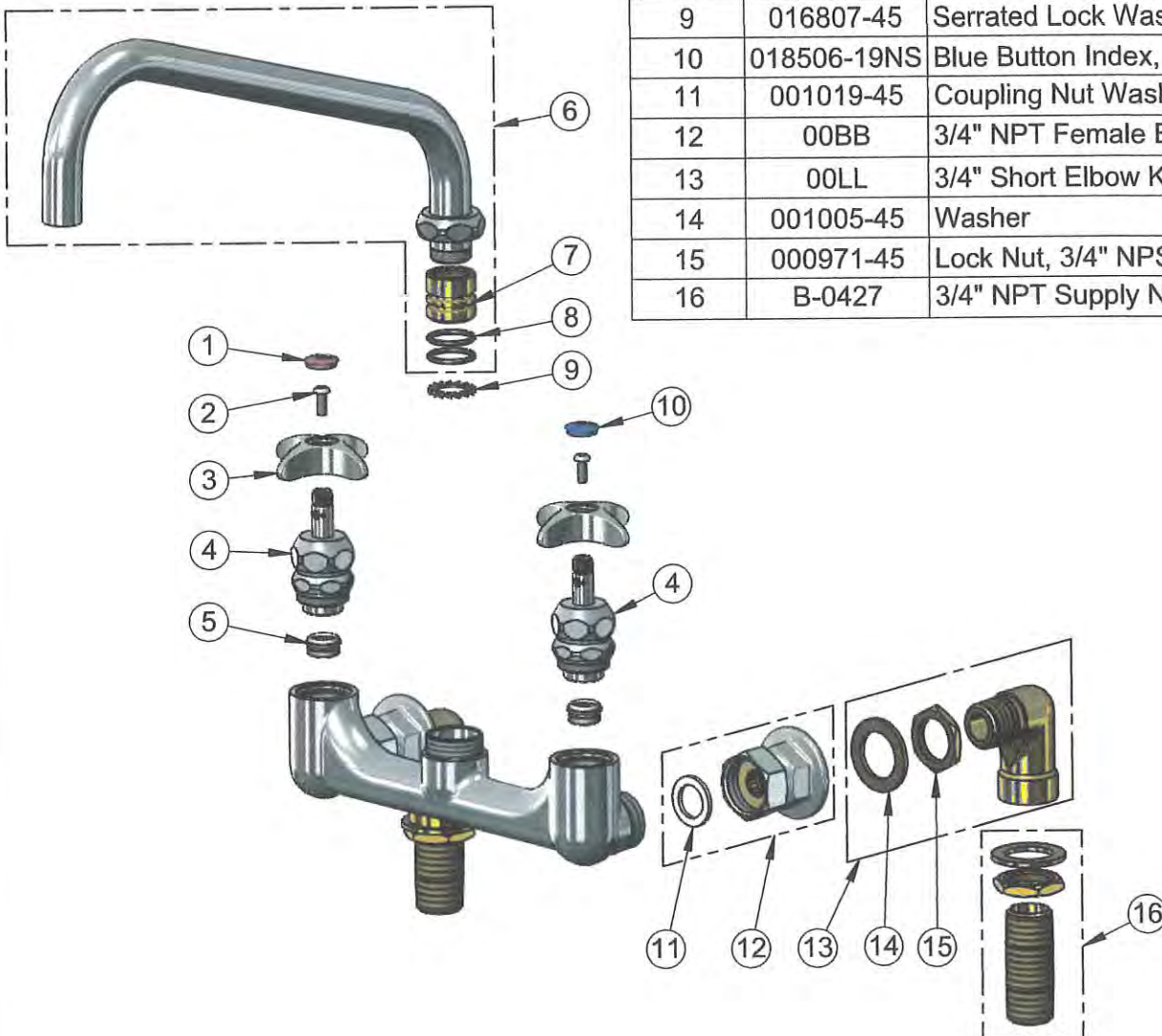
Model No.

**B-0290-0427**

Item No.

Travelers Rest, SC: 800-476-4103 • Simi Valley, CA: 800-423-0150 • Fax: 864-834-3518 • www.tsbrass.com

ITEM NO.	SALES NO.	DESCRIPTION
1	001193-19NS	Red Button Index, Press-in
2	000925-45	Lab Handle Screw
3	002521-45NS	4-Arm Handle (New Style)
4	006482-40NS	Big-Flo Cartridge, RTC
5	000764-20	Seat, Big-Flo
6	114X	12" Big-Flo Swing Nozzle
7	000847-20	Big-Flo Swivel Piece
8	001068-45	O-ring
9	016807-45	Serrated Lock Washer
10	018506-19NS	Blue Button Index, Press-in
11	001019-45	Coupling Nut Washer
12	00BB	3/4" NPT Female Eccentric Flange
13	00LL	3/4" Short Elbow Kit
14	001005-45	Washer
15	000971-45	Lock Nut, 3/4" NPSM
16	B-0427	3/4" NPT Supply Nipple Kit



## Product Specifications:

8" Wall Mount Big-Flo Mixing Faucet, Big-Flo Cartridges, 4-Arm Handles, 12" Big-Flo Swing Nozzle, 3/4" Street Elbows & 3/4" Supply Nipple Kits

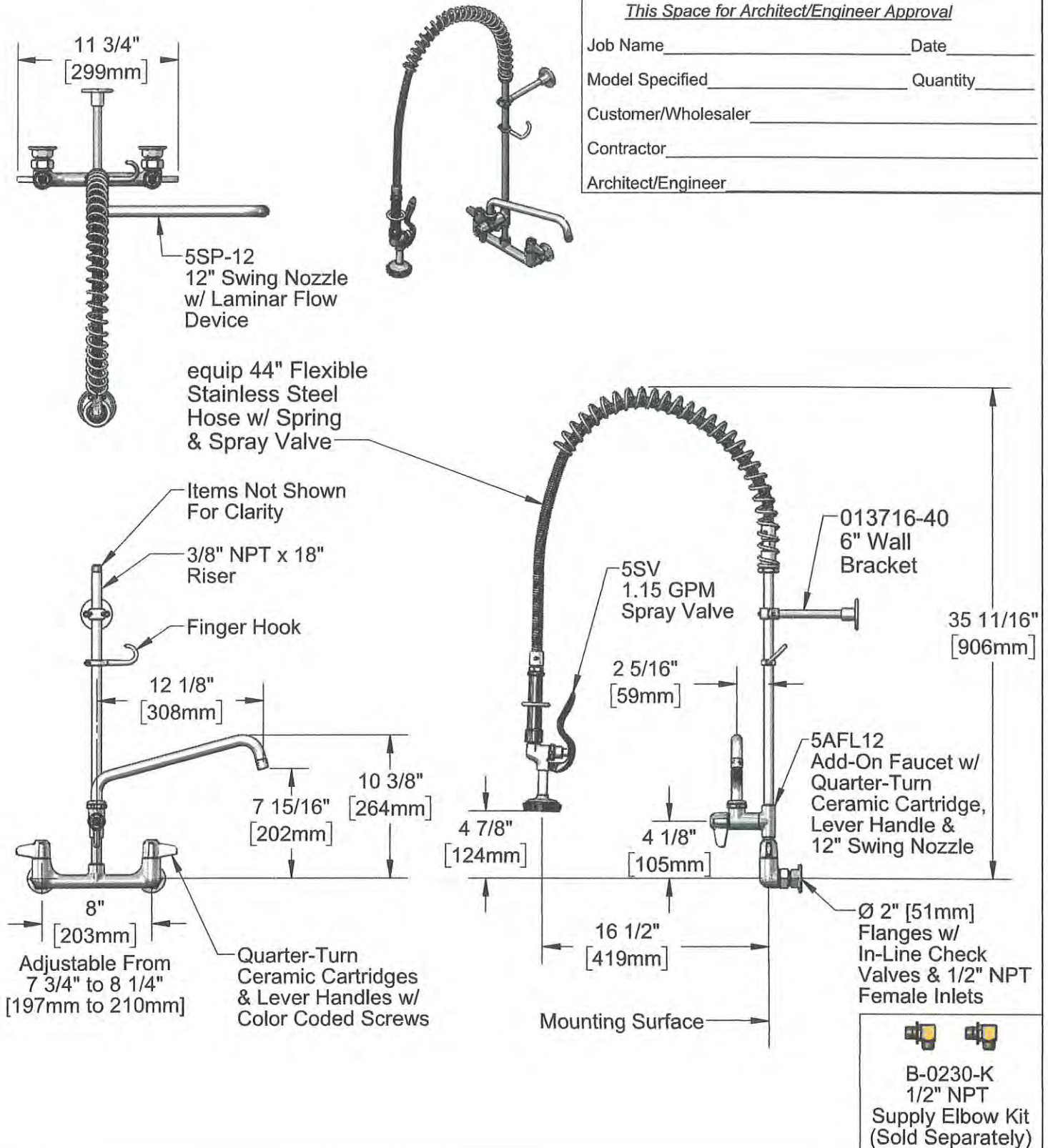
## Product Compliance:

ASME A112.18.1 / CSA B125.1  
NSF 61 - Section 9  
NSF 372 (Low Lead Content)  
ANSI A117.1 (ADA)



This Space for Architect/Engineer Approval

Job Name \_\_\_\_\_ Date \_\_\_\_\_  
 Model Specified \_\_\_\_\_ Quantity \_\_\_\_\_  
 Customer/Wholesaler \_\_\_\_\_  
 Contractor \_\_\_\_\_  
 Architect/Engineer \_\_\_\_\_



Model Number

**5PR-8W12**

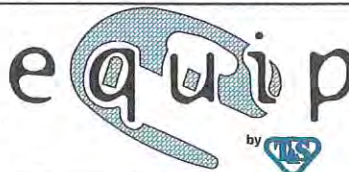
Product Compliance:

ASME A112.18.1 / CSA B125.1  
 NSF 61 - Section 9  
 NSF 372 (Low Lead Content)  
 2019 DOE PRSV - Class II

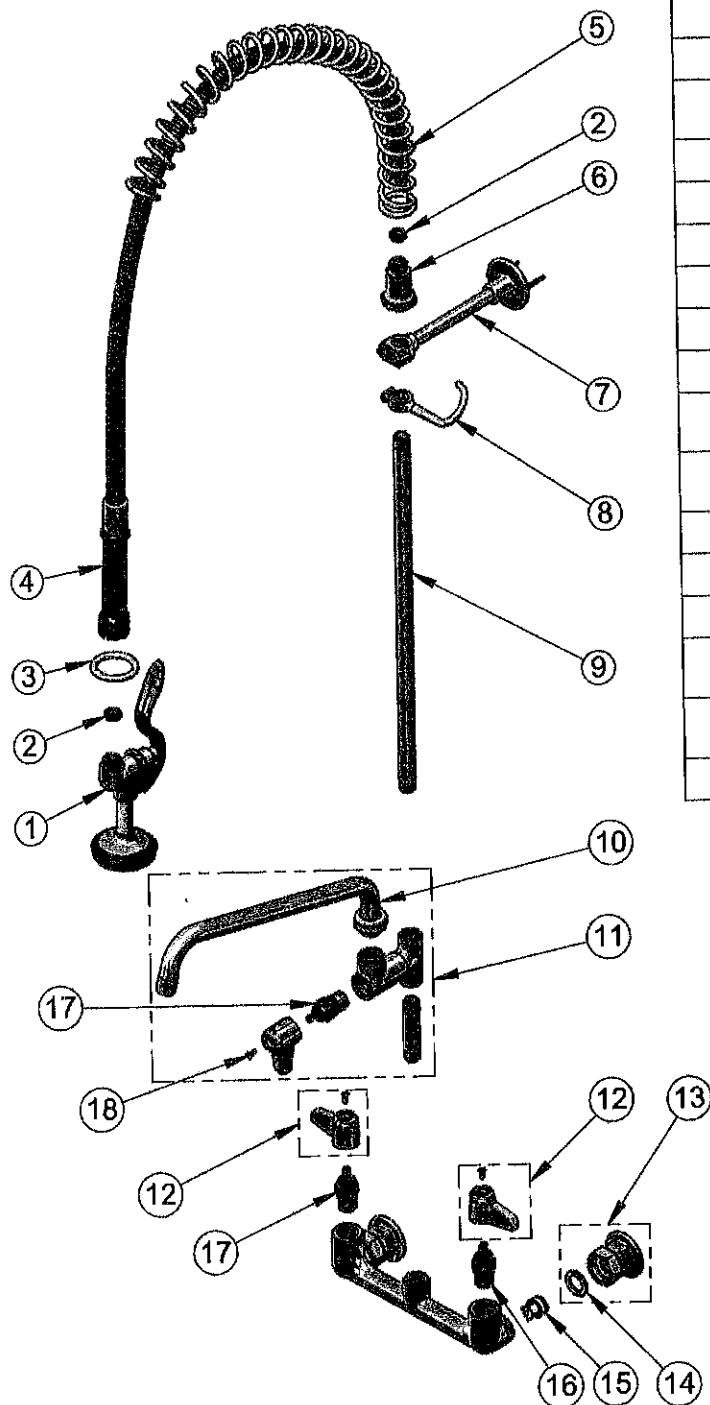
Product Specifications:

Pre-Rinse Unit: 8" Wall Mount Mixing Faucet, Quarter-Turn Ceramic Cartridges, Lever Handles, Add-On Faucet w/ 12" Swing Nozzle, 44" Flexible Stainless Steel Hose, 1.15 GPM Spray Valve, In-Line Check Valves, 6" Wall Bracket & 1/2" NPT Female Inlets

equip  
Foodservice  
Accessories



2 Saddleback Cove, P.O. Box 1088  
 Travelers Rest, South Carolina 29690  
 Phone: 800.891.4808 Fax: 800.868.0084  
 equip.tsbrass.com



ITEM NO.	SALES NO.	DESCRIPTION
1	5SV	equip 1.15 GPM Spray Valve
2	010476-45	#27 Washer
3	000907-45	Spray Valve Hold Down Ring
4	5HSE44	equip 44\" Flexible Stainless Steel Hose
5	014068-45	Overhead Spring
6	000821-40	Spring Body
7	013716-40	6\" Wall Bracket
8	004R	Finger Hook
9	000369-40	3/8\" NPT x 18\" Riser
10	5SP-12	equip 12\" Swing Nozzle
11	5AFL12	Add-On Faucet w/ 12\" Swing Nozzle
12	5-HDL-L	equip Lever Handle w/ Color Coded Screws
13	00AA	1/2\" NPT Female Eccentric Flange
14	001019-45	Coupling Nut Washer
15	013840-45	Check Valve (2)
16	013788-45	equip Quarter-Turn Ceramic Cartridge, LTC
17	013787-45	equip Quarter-Turn Ceramic Cartridge, RTC
18	013849-45	Handle Screw (10)

Model Number

**5PR-8W12**

Product Compliance:

ASME A112.18.1 / CSA B125.1  
NSF 61 - Section 9  
NSF 372 (Low Lead Content)  
2019 DOE PRSV - Class II

Product Specifications:

Pre-Rinse Unit: 8\" Wall Mount Mixing Faucet, Quarter-Turn Ceramic Cartridges, Lever Handles, Add-On Faucet w/ 12\" Swing Nozzle, 44\" Flexible Stainless Steel Hose, 1.15 GPM Spray Valve, In-Line Check Valves, 6\" Wall Bracket & 1/2\" NPT Female Inlets

equip  
Foodservice  
Accessories



2 Saddleback Cove, P.O. Box 1088  
Travelers Rest, South Carolina 29690  
Phone: 800.891.4808 Fax: 800.868.0084  
equip.tsbrass.com

Drawn: KJG

Checked: JRM

Approved: JHB

Date: 02/18/19

Scale: NTS

Sheet: 2 of 2

Page 74 of 161



**REGENCY**  
Tables and Sinks

## Regency 17" x 15" Wall Mounted Hand Sink with Gooseneck Faucet, Side Splashes, and Top Mounted Paper Towel and Soap Dispenser

#600HS17SPDST



### Technical Data

Length	17 Inches
Width	15 Inches
Height	23 Inches
Bowl Depth	5 1/2 Inches
Basket Drain Size	1 1/2 Inches
Bowl Front to Back	10 Inches
Bowl Left to Right	14 Inches
Color	Silver
Faucet Centers	4 Inches
Faucet Included	Yes
Features	Paper Towel Dispenser Side Splashes Soap Dispenser
Gauge	18 - 20 Gauge
Installation Type	Wall Mounted
Material	Stainless Steel
NSF Listed	Yes
Number of Faucets	1
Stainless Steel Type	Type 304
Type	Hand Sinks

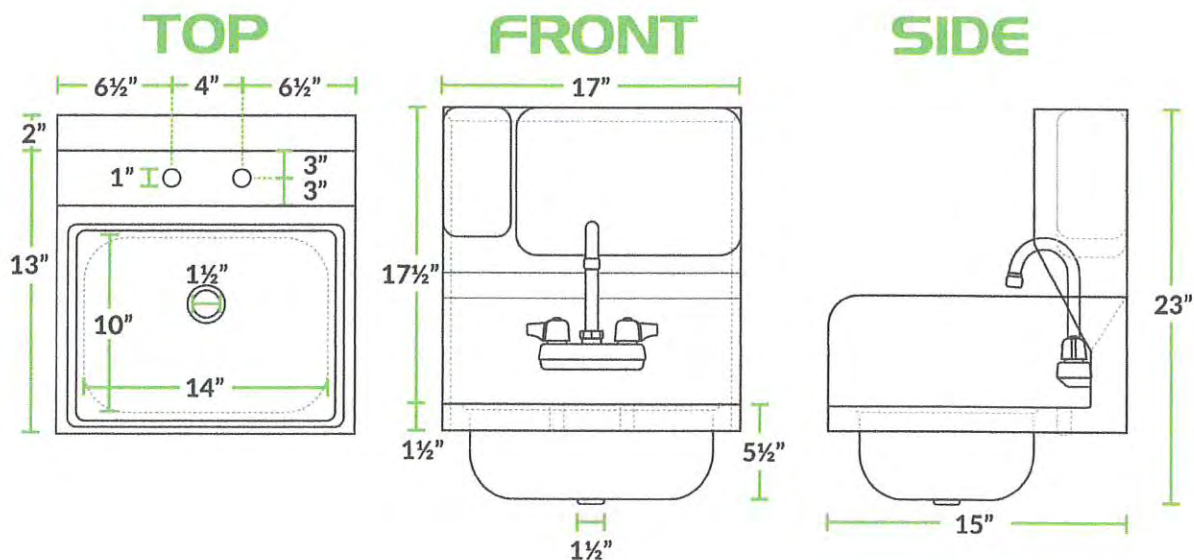
### Features

- 8" gooseneck faucet and 1 1/2" IPS drain baskets included
- 18-gauge type 304 stainless steel side splashes and a wall mounted clip
- Single 14" x 10" x 5 1/2" bowl
- Features a welded top mounted paper towel dispenser
- 20-gauge type 304 stainless steel; mounting hardware not included

### Certifications



## Plan View



## Notes & Details

Keep your restaurant up to code without sacrificing space with this space saver hand sink with side splash. Suitable for wall or surface mounting, this sink comes standard with a single 14" x 10" x 5 1/2" bowl and 8" high side splashes. Additionally, this hand sink has two holes punched on 4" centers to accept its included Regency 8" gooseneck faucet. This sink offers an economical, 20-gauge type 304 stainless steel construction along its top and bowl, in addition to 18-gauge type 304 stainless steel side splashes and a wall mounted clip. It comes standard with a 1 1/2" IPS drain basket.

The top mounted paper towel dispenser is made of durable 18-gauge type 304 stainless steel for long-lasting use. It holds enough towels that you can stay focused on other tasks and not have to constantly worry about refilling it. This towel dispenser comes with a key so that you can lock it and restrict access. It's a useful feature for all applications, but particularly in ones where damage or risk of tampering is a concern.

**⚠ WARNING:** This product can expose you to chemicals including lead, which are known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, go to [www.p65warnings.ca.gov](http://www.p65warnings.ca.gov).



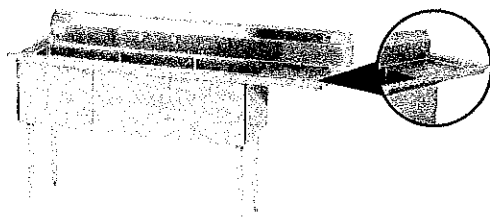


STAINLESS STEEL

# FABRICATED ECONOMY SINKS



## Three & Four Compartments

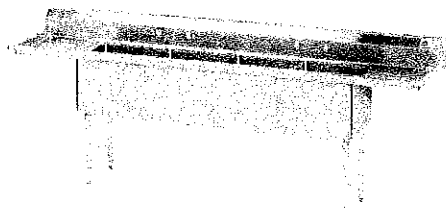


Rolled Rim  
Edge For  
Additional  
Strength

Item #: \_\_\_\_\_ Qty #: \_\_\_\_\_

Model #: \_\_\_\_\_

Project #: \_\_\_\_\_



Fabricated Bowls are  
Welded Together at the  
Seams



**K-700**  
Removable  
Side Splashes  
Fits Left OR Right  
Side

### FEATURES:

Backsplash has tile edge for ease of installation.

Sink bowls are 3/4" covered corner and meet NSF requirements.

Rolled Rim Edge for additional strength.

Sink Bowls are 14" deep for greater capacity.

### CONSTRUCTION:

All TIG welded.

Welded areas blended to match adjacent surfaces and to a satin finish.

Gussets welded to a die-formed reinforced plate.

### MATERIAL:

1 5/8" diameter stainless steel legs with 1" adjustable stainless steel bullet feet.

Entire unit is 16 gauge 304 stainless steel.

Gussets - stainless steel.

### MECHANICAL:

- Supply is 1/2" IPS hot & cold.
- Faucet holes on 8" centers.
- Faucets are not included (see accessories).
- Waste drains are 1 1/2" IPS S/S basket type, located in center of sink bowl, and are included.

	MODEL #	Length L	Width W	Bowl Size A & B	Drbd. Length C	# of Drbrds.	Drbrd. Location	Wt
3 COMPARTMENT	FC-3-1515	50"	20 1/2"		N/A	0	None	110 lbs.
	FC-3-1515-15RorL	62 1/2"	20 1/2"	15"x15"	15"	1	Specify	120 lbs.
	FC-3-1515-15RL	75"	20 1/2"		15"	2	R & L	120 lbs.
	FC-3-1620	53"	26"		N/A	0	None	120 lbs.
	FC-3-1620-18RorL	68 1/2"	26"	16"x20"	18"	1	Specify	135 lbs.
	FC-3-1620-18RL	84"	26"		18"	2	R & L	150 lbs.
	FC-3-1620-24RL	96"	26"		24"	2	R & L	205 lbs.
	FC-3-1620-36RL	120"	26"		36"	2	R & L	240 lbs.
	FC-3-1818	59"	24"		N/A	0	None	120 lbs.
	FC-3-1818-18RorL	74 1/2"	24"	18"x18"	18"	1	Specify	128 lbs.
	FC-3-1818-24RorL	80 1/2"	24"		24"	1	Specify	136 lbs.
	FC-3-1818-18RL	90"	24"		18"	2	R & L	140 lbs.
	FC-3-1818-24RL	102"	24"		24"	2	R & L	150 lbs.
	FC-3-1824	59"	30"		N/A	0	None	135 lbs.
	FC-3-1824-18RorL	74 1/2"	30"	18"x24"	18"	1	Specify	142 lbs.
	FC-3-1824-24RorL	80 1/2"	30"		24"	1	Specify	150 lbs.
	FC-3-1824-18RL	90"	30"		18"	2	R & L	265 lbs.
	FC-3-1824-24RL	102"	30"		24"	2	R & L	300 lbs.
4 COMP.	FC-3-2028-24RL	108"	34"	20"x28"	24"	2	R & L	315 lbs.
	FC-3-2030-20RL	100"	36"	20"x30"	20"	2	R & L	315 lbs.
	FC-3-2030-30RL	120"	36"		30"	2	R & L	370 lbs.
	† FC-3-2424	77"	30"		N/A	0	None	175 lbs.
	† FC-3-2424-18RorL	92.5"	30"	24"x24"	18"	1	Specify	310 lbs.
	† FC-3-2424-18RL	108"	30"		18"	2	R&L	330 lbs.
	† FC-3-2424-24RorL	98 1/2"	30"		24"	1	Specify	330 lbs.
	† FC-3-2424-24RL	120"	30"		24"	2	R & L	350 lbs.
	† FC-4-1818-18RL	108"	24"	18"x18"	18"	2	R & L	270 lbs.
	† FC-4-1824-18RL	108"	30"	18"x24"	18"	2	R & L	325 lbs.
	† FC-4-2424-24RL	144"	30"	24"x24"	24"	2	R & L	355 lbs.

† Requires Two Sets of Faucets



Customer Service Available To Assist You 1-800-645-3166 8:30 am - 8:00 pm E.S.T.

For Orders & Customer Service:

Email: customer@advancetabco.com or Fax: 631-242-6900

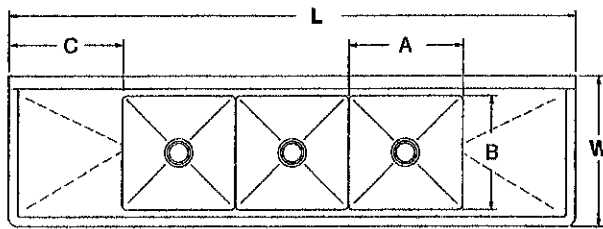
For Smart Fabrication™ Quotes:

Email: smartfab@advancetabco.com or Fax: 631-586-2933

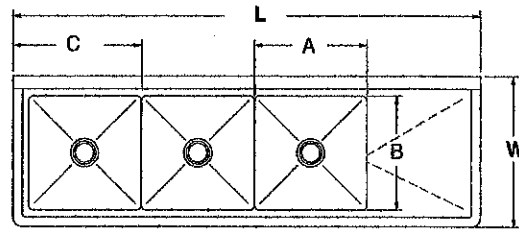
# DIMENSIONS and SPECIFICATIONS

TOL Overall:  $\pm .500"$   
Interior:  $\pm .250"$

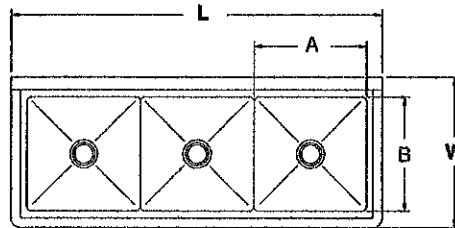
ALL DIMENSIONS ARE TYPICAL



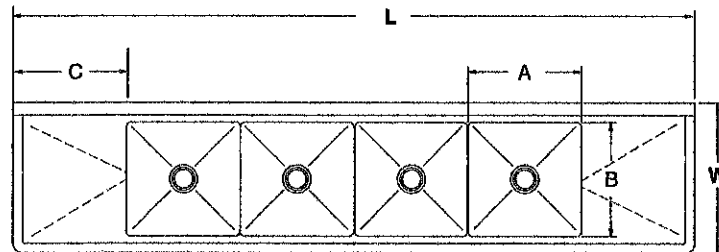
**3 COMP - 2 DRBD**



**3 COMP - 1 DRBD**

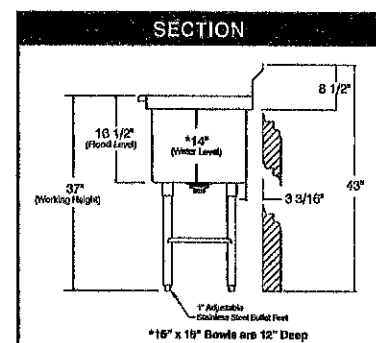
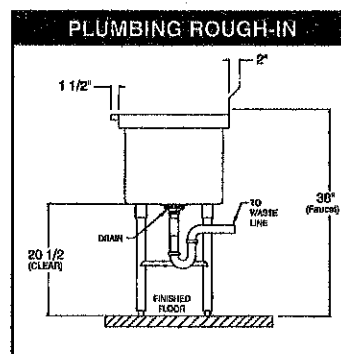


**3 COMP**



**4 COMP - 2 DRBD**

ACCESSORIES	Model #	Qty
DRAINS		
FAUCETS		



ADVANCE TABCO is constantly engaged in a program of improving our products. Therefore, we reserve the right to change specifications without prior notice.



**Cooking Performance Group 36GMRBNL 36" Gas Countertop Griddle with Manual Controls and 36", 2 Drawer Refrigerated Chef Base - 90,000 BTU**

#35136GMRBNL

**FEATURES**

- 3 independently-controlled 30,000 BTU burners
- Features 3/4" thick steel plate with back and side splashes to protect surrounding area
- Each drawer holds 1 full size food pan and (3) 1/6 size food pans
- Griddle operates with 90,000 BTU; base features 1/5 hp compressor and requires 115V connection
- Field convertible to liquid propane; includes orifice for connection

**TECHNICAL DATA**

Width	36 Inches
Depth	32 1/8 Inches
Height	40 13/16 Inches
Cooking Surface Width	36 Inches
Cooking Surface Depth	20 Inches
Burner BTU	30000 BTU
Burner Style	U-Shaped
Control Type	Electronic Manual
Cooking Surface Material	Polished Steel
Gas Inlet Size	3/4 Inches
Griddle Location	Full Surface
Installation Type	Freestanding
Number of Burners	3 Burners
Number of Controls	3
Number of Ovens	None
Plate Thickness	3/4 Inches



**CERTIFICATIONS**

 ETL Sanitation

 ETL US

 Field Convertible

 3/4" Gas Connection

 5-15P

TECHNICAL DATA

Plug Type	NEMA 5-15P
Power Type	Electric Field Convertible Natural Gas
Total BTU	90000 BTU
Type	Griddle / Chef Base
Usage	Standard Duty
Weight Capacity	880 lb.

Notes & Details

Easily keep up with customer demands for grilled burgers, chicken, steak and other dishes by cooking them on this Cooking Performance Group 36GMRBNL 36" griddle with manual controls and refrigerated chef base! This convenient equipment combination is great for any kitchen that wants to streamline their food prep process, providing refrigerated storage space, a griddle for cooking, and a place for the griddle to sit. You can keep a variety of ingredients in the chef base, pull them out for an order, and grill it all within the same workspace!

This particular griddle boasts three powerful 30,000 BTU stainless steel U-shaped burners with standing pilots for instant ignition that make it a fantastic choice for busy snack bars, concession stands and take-out restaurants! Great for burgers, bacon, cheesesteak, and other meats, this unit's manual controls offers added appeal to experienced chefs who prefer the "feel" of manual controls, while the 3/4" thick, 36" wide polished steel cooking surface features an impressive 20" depth that is sure to deliver all of the workspace needed.

The griddle is made of stainless steel that is both durable and extremely easy to clean, includes back and side splashes to protect your walls and countertops, and even has a full width waste tray to provide you with a complete package of excellent performance and worry-free maintenance! It has a 3/4" rear gas connection and ships ready to connect to a natural gas supply, but includes a liquid propane orifice kit for simple field conversion.

Not only do you receive the griddle, but you get a 2 drawer refrigerated base to place it on, as well! This particular chef base features a durable 1 3/4" stainless steel top that can hold up to 880 lb. Equipped with a marine edge, the unit's top helps to contain drips and spills for easy cleanup. For maximum capacity, each drawer can hold up to 1 full size food pan and (3) 1/6 size food pans (sold separately). The 1/5 hp refrigeration system circulates R-134a refrigerant and is easily operated by its electronic temperature control, which allows you to set the unit to hold prepared foods and ingredients at temperatures between 33 and 41 degrees Fahrenheit. Plus, the cabinet is made of 20 gauge stainless steel inside and out for durability, and for greater ease of cleaning, it rests on (4) 4" casters so that you can move it away from the wall. This refrigerated chef base requires a 115V electrical connection for operation.

**⚠ WARNING:** This product can expose you to chemicals including lead, which are known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, go to [www.p65warnings.ca.gov](http://www.p65warnings.ca.gov).



# Halifax LPSHP1448 Type 1 Low Ceiling Sloped Front Commercial Kitchen Hood System with PSP Makeup Air - 14' x 48"

Item #421LPSHP1448

## Technical Data

Length	14 Feet
Depth	48 Inches
Ceiling Height	Under 10'
Fire Suppression	Optional Fire Suppression
Made in America	Yes
Plug Type	Hardwire
Style	PSP Makeup Air Hood Systems
Type	Type 1



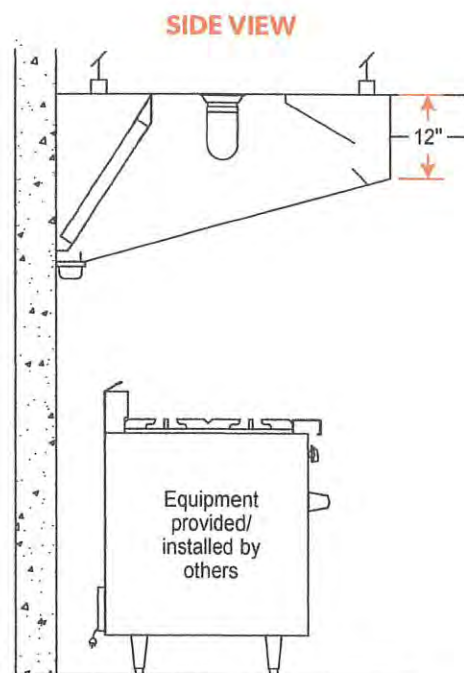
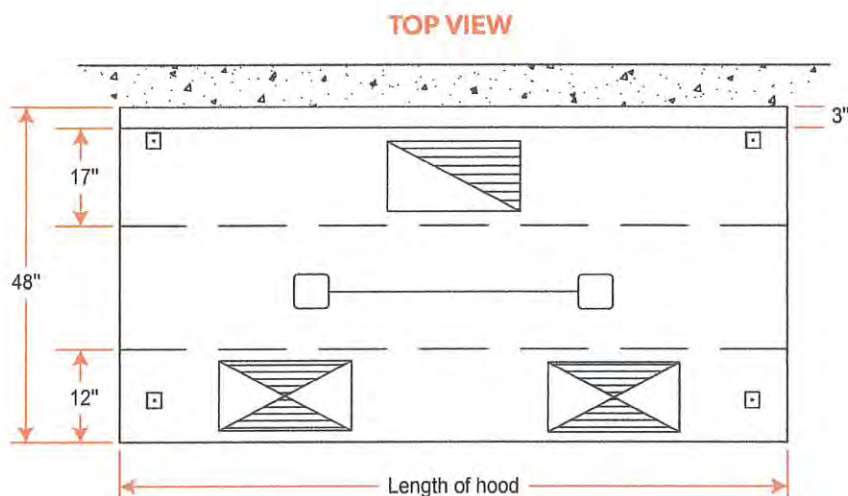
## Features

- Type 1 hood for grease-producing equipment; PSP makeup air system
- Includes sloped-front hood canopy, exhaust fan, and supply fan for makeup air
- 18-gauge 430 stainless steel construction on all exposed surfaces
- For ceilings under 10'
- 115/230V belt-driven exhaust fan (3500 CFM), 115/230V untempered supply fan (2800 CFM)

## Certifications



## Plan View



#### Notes & Details

Keep your kitchen free of hazardous grease buildup with this Halifax LPSHP1448 14' x 48" type 1 commercial kitchen hood system. This unit is suitable for use over any equipment that has a surface operating temperature under 700 degrees Fahrenheit, and that is required by fire code to have a type 1 hood - this includes fryers, griddles, charbroilers, conveyor pizza ovens, or any equipment that produces grease during the cooking process. The hood removes the grease-laden vapors produced by your equipment and prevents them from accumulating in places where they could become a fire or sanitation hazard, leaving your kitchen clean and safe to use!

It uses a PSP (perforated supply plenum) makeup air system, which introduces supply air into the room through the front of the hood. Makeup air is important in applications where the kitchen doesn't have enough fresh air coming in to replace the air exhausted by the hood, since your hood requires this replacement air to perform to specifications and remove grease, smoke, and VOCs effectively. It contains a 115/230V belt-drive exhaust fan designed for 3500 CFM, a 115/230V untempered supply fan designed for 2800 CFM, and your choice of a wall, flat roof, or pitched roof curb mount for each fan.

The hood uses (2) 20" x 20" and (8) 20" x 16" baffle-type filters, and the filters are made from stainless steel to provide durability and make cleaning easy. Grease extracted by the filter is collected in a grease trough, which drains into a stainless steel grease cup for disposal. 18-gauge 430 stainless steel is used on all exposed surfaces to give it excellent durability and cleanability, while the MIG-welded frame provides seamless, liquid-tight joints. The hood features a sloped-front canopy design that is great for low ceilings, providing extra front clearance and comfort for chefs, and dropping down close to the equipment in the back. This model is also engineered with a 3" air gap on the back of the hood, which provides clearance and protection for combustible walls where code requires.

6 pre-wired lights illuminate the equipment under your hood so that you can easily see what you're doing while cooking, and they require a 115V electrical connection to the junction box. This hood should be used in applications where the ceiling is under 10' tall. 6 hanger brackets are included to make installation easy. It must be hard-wired, cords and plugs are not included.







## *Keith Edester, LLC*

Air conditioning – Refrigeration - Restaurant Equipment  
**321-349-7506**  
1450 Canaveral Ct  
Merritt Island, FL 32952

---

### **BOX 1 10X27X8**

BCH0015MBACZA0200

COND UNIT 1.5HP 230/1 SCRLEMT A

CU BN SCRL 1.5HP 208-230/1/60

MED, TIMER

BEL0105AS6AMAB200

EVAP AIR DEF 115V 2FANS W/OPT EA

BEL0105AS6AMAB0200

LOW PROFILE, 6 FINS PER IN.

DUAL SPEED EC MOTOR(S)

INTELLIGEN REFRIGERATION

CONTROLLER (FOR R404A,R448A,  
R449A)

BCH0025LBACZA0200

COND UNIT 2.5HP 230/1 SCRLELT A

CU BN SCRL 2.5HP 208-230/1/60

LOW, TIMER



## *Keith Edester, LLC*

Air conditioning – Refrigeration - Restaurant Equipment  
**321-349-7506**  
1450 Canaveral Ct  
Merritt Island, FL 32952

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BEL0065BS6EEAB200

EVAP ELEC DEF 230V 2FANS W/OPT EA

BEL0065BS6EEAB0200

LOW PROFILE, 6 FINS PER IN.

SINGLE SPEED EC MOTOR(S)

INTELLIGEN REFRIGERATION

CONTROLLER (FOR R404A,R448A,  
R449A)

\$AMERIK 22-05245

COMBO BOX EA

.....

### **BOX 2 10'8 X 20 X 8.7'**

BCH0010MBACZA0200

COND UNIT 1HP 230/1 SCRL MTA E

CU BN SCRL 1.0HP 208-230/1/60

MED, TIMER



## Keith Edester, LLC

Air conditioning – Refrigeration - Restaurant Equipment  
**321-349-7506**  
1450 Canaveral Ct  
Merritt Island, FL 32952

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BEL0060AS6AMAB200

EVAP AIR DEF 115V 1FAN W/OPT EA

BEL0060AS6AMAB0200

LOW PROFILE, 6 FINS PER IN.

DUAL SPEED EC MOTOR(S)

INTELLIGEN REFRIGERATION

CONTROLLER (FOR R404A,R448A,  
R449A)

BCH0025LBACZA0200

COND UNIT 2.5HP 230/1 SCRL LT EA

CU BN SCRL 2.5HP 208-230/1/60

LOW, TIMER

BEL0065BS6EEAB200

EVAP ELEC DEF 230V 2FANS W/OPT EA

BEL0065BS6EEAB0200

LOW PROFILE, 6 FINS PER IN.

SINGLE SPEED EC MOTOR(S)

INTELLIGEN REFRIGERATION

CONTROLLER (FOR R404A,R448A,  
R449A)

\$AMERIK 22-05251 COMBO BOX EA



## REQUEST FOR PROPOSAL #2022-02 19th Hole Kitchen Renovations and (2) Walk in Coolers Project

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

ISSUE DATE: 01/26/2022

CONTACT: Stephanie Brown, District Clerk  
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, 3/7/2022**

**PROPOSALS WILL BE OPENED AT 2:00PM ON  
TUESDAY, 3/8/2022**

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## SECTION I

### **INTRODUCTION**

Barefoot Bay Recreation District (hereinafter referred to as "BBRD") is requesting sealed Proposals for **"RFP No. 2022-02, 19th Hole Kitchen Renovations and (2) Walk in Coolers Project."**

**PROPOSALS DUE DATE & TIME: Monday, March 7, 2022 at 4:30pm.** 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 4:30pm. 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 2pm on, Tuesday, March 8, 2022. The location of the opening will be the Administration Building Conference Room, 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, **"RFP No. 2022-02, 19th Hole Kitchen Renovations and (2) Walk in Coolers Project."** Proposer'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 not including all aspects of the requested work may be disqualified by the evaluation committee.

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.

Questions 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](mailto:sbrown@bbrd.org). Questions received after February 25, 2022, 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. Material changes, if any, to the Proposals or procedures will only be transmitted by written addendum as posted on [www.bbrd.org](http://www.bbrd.org).

### **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" and the file will automatically download to your computer).

**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 to this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing of 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

### **Background**

Barefoot Bay Recreation District (BBRD) operates a Food & Beverage Department out of multiple locations. The 19<sup>th</sup> Hole (located at 1225 Barefoot Blvd.) has an extremely undersized kitchen and seeks to replace the undersized stove/oven and locate the larger unit in a different part of the kitchen necessitating the installation of a new commercial hood system. Additionally, BBRD desires to install a new exterior walk in cooler. Locating the unit will be a challenge due to site and utility restrictions. The Lounge (located at 625 Barefoot Blvd.) has an existing exterior walk in cooler that is undersized and beyond its useful economic life. BBRD desires to replace the unit with a larger unit in approximately the same location. All three projects (kitchen renovation and two walk in coolers) are budgeted and BBRD has sufficient contingency funding to fund the combined projects.

### **SCOPE OF WORK**

The successful proposer will be responsible to obtain all required design, engineering, and applicable permits for the project. A generalized summary of the project includes the following:

- Design and all required permitting
- 19<sup>th</sup> Hole

- Removal of existing Hood system, patching of roof, and restoration of interior ceiling system
- Removal of existing walk-in cooler
- Removal of existing 2 bay sink and dishwasher
- Installation of new stove/oven, a flat top grill with refrigerated base, 2 fryer units, 2 side worktables and hood system perpendicular to the current stove/oven location
- Installation of dishwasher and 2/3 bay sink in the space made available by removal of existing
- Installation of exterior walk-in cooler and all required site alterations, and utility deconflictions
- Lounge
  - Demolition and removal of existing walk in cooler
  - Site work and installation of new walk in cooler
- Any other work required by permitting agencies

Determination of equipment specifications will be made at the mandatory pre-submittal site inspection since the size of the hood (wall space available) will determine the size of the equipment and the outdoor space available will determine the walk-in coolers specifications.

A performance bond is not required to be included in the proposal.

### 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	January 24, 2022
2	Publication Date	January 26, 2022
3	Advertisement	January 26, 2022 through March 7, 2022
4	Required Pre-Submittal Site Inspection	February 8, 2022, 10am-Noon or by appointment (kathymendes@bbrd.org)
5	Deadline for Written Questions	February 25, 2022
6	Responses/Addendum Issued	January 27, 2022 through February 28, 2022
7	Submission Deadline (RFP close date)	March 7, 2022 (4:30pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	March 8, 2022 (2:00pm Administration Bldg. 625 Barefoot Blvd.)
9	Evaluation Committee Meeting (Interviews, if needed, otherwise review of proposals and vote to recommend award to Board of Trustees)	March 17, 2022 (9:00am Administration Bldg. 625 Barefoot Blvd.)
10	Board of Trustees award of contract	April 8, 2022 (1:00pm, Bldg. D/E)

**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 April 8, 2022, or at a later meeting, the Board of Trustees will consider an agenda item regarding the award of a contract. The Board of Trustees has the final authority to award 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

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

Due to the seasonal nature of BBRD, as early a construction start date as possible is desired. Preference will be given to proposals with the earliest start dates and the shortest number of days of work.

**Cost Proposal: (50% X \_\_\_\_ ranking = maximum \_\_\_\_ points)**

Cost proposal shall be segregated per the 3 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 may be disqualified.

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

## SECTION IV

## REQUEST FOR PROPOSAL #2022-02

## 19th Hole Kitchen Renovations and (2) Walk in Coolers Project

## Contact Information

Company Name: NGM CONTRACTING INC.  
 Address: 1121 PITCHER ST COCOA FL. 32922  
 Point of Contact (name): MARK HILL  
 Telephone Number: 321-639-6365  
 E-mail Address: MARK@CP2AR.COM  
 Person authorized to submit proposal (name and title): MARK HILL MANAGER  
 Signature of person listed immediately above: [Signature]  
 Date: 2/28/22

## Experience and References

Number of years company has worked in Brevard County: 25  
 Number of years company has worked in Florida: 25  
 Sub-contractors to be used on project (name, address, telephone number):

KEITH EDESTER, L.L.C. - A/C  
FAST PROTECTION SYSTEMS - HOOD/FAN  
COCOA ELECTRIC - ELECTRICAL  
CRAPSMAN - PLUMBING  
LEO'S CONCRETE - CONCRETE

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

- TPO ROOF REPLACEMENT, BAREFOOT BAY RECREATION DISTRICT 675 BAREFOOT  
TRAIL, FL. 32926 772-664-3141
- CLAYTONS WOODS RESTROOM RENOVATION PROJECT, WEST MELBOURNE CITY  
700 ROBERT MORRIS LANE, WEST MELBOURNE, FL 32904 321-837-7771
- ROTARY PARK SIDING PROJECT, BREVARD COUNTY 1899 S. COUNTY  
PKWY MERRITT 25L 32952

Prior work for Barefoot Bay Recreation District:

TPO ROOF REPLACEMENT POOL AREA AND CONCRETE SIDEWALK

## Anticipated start date and number of days of the project

Design start date: TBD  
 Anticipated permit application date: TBD  
 Anticipated Commencement of work date: TBD  
 Number of workdays (excluding weekends): TBD



MGM CONTRACTING INC.

## Barefoot Bay

### 19<sup>th</sup> Hole Kitchen Renovations and Walk in Coolers Project

#### Interior 19<sup>th</sup> Hole

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##### DEMO:

Bond Expenses, Permits	\$15000.00
Engineering and Load Calculations	\$10000.00
Remove Ansel System	\$3000.00
Old Hood, Stove, Freezer Unit	\$5500.00
Existing Workstation	\$1500.00
Plumbing Lines	\$17500.00
Electrical Outlets	\$8500.00
Saw Cut for New drains	\$13000.00
Remove vent Systems and Repair Ceiling	\$3500.00
Remove Beer Lines	\$1500.00
Motion Sensors	\$200.00

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##### INSTALL:

Install New Water Lines and Drain Lines	\$16500.00
Chefs Table 30"x 15"	\$500.00
3 Component Sink and Hand Sink	\$14500.00

1121 PEACHTREE STREET  
COCOA, FL. 32922

OFFICE 321-639-6365

FAX 321-639-2780





## MGM CONTRACTING INC.

Install Dishwasher Existing	\$2250.00
6 Burner Stove, 2 Oil Fryers	\$7200.00
Griddle with Refrigerator Base	\$5000.00
Salamander Broiler	\$3000.00
14' Hood with 2 Vents	\$15000.00
Relocate Outlets and Switches	\$7500.00
Relocate Gas Lines	\$3500.00
Relocate Ansel system	\$7500.00
Patch and Repair Walls and Ceiling	\$7500.00

## 19<sup>th</sup> Hole Exterior

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3 Tree Removal	\$750.00
Sitework	\$9500.00
10x 20 Concrete Slab 4"	\$22000.00
10x 20 Freeze/ Fridge	\$81679.00
Electrical	\$37000.00
Remove/ Replace CO2 and Gas Valves	\$4500.00
Remove Roof Vent and Patch	\$6500.00
Remove and Relocate Grease Trap	\$300.00
Misc. Electrical and Plumbing	\$13000.00

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**\$344,379.00**

1121 PEACHTREE STREET  
COCOA, FL. 32922

OFFICE 321-639-6365

FAX 321-639-2780



**MGM CONTRACTING INC.**

## **Barefoot Bay Pool Side**

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<b>Permits, Bond Expenses</b>	<b>\$7200.00</b>
<b>Engineering</b>	<b>\$7000.00</b>
<b>Demo Old Freezer</b>	<b>\$6500.00</b>
<b>Demo Concrete</b>	<b>\$13300.00</b>
<b>New Concrete Pad (If needed)</b>	<b>\$12000.00</b>
<b>Remove and Re-Install CO2 and Lines</b>	<b>\$2500.00</b>
<b>Remove and Re-Install Electrical</b>	<b>\$7000.00</b>
<b>8x30 Freezer/ Fridge Unit</b>	<b>\$80000.00</b>
<b>Install Fence Parcels/ Supply</b>	<b>\$2500.00</b>
<b>Drain Lines</b>	<b>\$1000.00</b>
<hr/>	
	<b>\$139,000.00</b>

**1121 PEACHTREE STREET  
COCOA, FL. 32922**

**OFFICE 321-639-6365**

**FAX 321-639-2780**



PROJECT 19TH HOLE TIMELINE

ACTIVITY	START	END	NOTES
CONTRACT SIGNING/ NTP	4/3/2022		
ARCHITECT ENGINEER/ PERMITTING	4/3/2022	5/15/2022	
LONG LEAD ITEMS	4/2/2022	8/2/2022	
MOBILIZATION	4/5/2022	4/5/2022	
DEMO OLD FREEZER UNIT	7/1/2022	7/7/2022	ONLY WHEN NEW UNIT ARRIVES
SITEWORK	7/1/2022	7/7/2022	
SLAB POUR/ SLAB PREP	7/1/2022	7/7/2022	
REMOVE GAS LINE AND VALVE	7/1/2022	7/7/2022	
MOVE GREASE TRAP	7/1/2022	7/7/2022	
ROUGH-IN ELECTRICAL	6/26/2022	6/28/2022	
SAW CUT DRAIN LINES	6/26/2022	7/28/2022	
DEMO OLD EQUIPMENT AND ANSEL SYSTEM	6/26/2022	7/28/2022	
PATCH ROOF	7/29/2022	8/12/2022	
MOVE WATER LINES	7/29/2022	8/12/2022	
INSTALL DRAIN LINES	7/29/2022	8/12/2022	
DEMO RE-INSTALL ELECTRICAL OUTLETS	7/15/2022	8/20/2022	
INSTALL EQUIPMENT	8/2/2022	8/26/2022	
INSTALL NEW FRIG/ FREEZER UNIT	8/2/2022	8/12/2022	
CONNECT FRIGERANT LINES	8/11/2022	8/12/2022	
REPAIR CEILINGS AND WALLS	9/1/2022	9/15/2022	
FINAL PUNCH-OUT	9/16/2022	9/30/2022	

KITCHEN OUT OF ORDER FROM 7/1 - 9/30

PROJECT POOLSIDE TIMELINE

ACTIVITY	START	END	NOTES
CONTRACT SIGNING/ NTP	4/3/2022		
ARCHITECT ENGINEER/ PERMITTING	4/3/2022	5/15/2022	
LONG LEAD ITEMS	4/2/2022	8/2/2022	
DEMO OLD FREEZER UNIT	7/1/2022	7/7/2022	ONLY WHEN NEW UNIT ARRIVES
SLAB PREP/ DEMO	7/11/2022	7/29/2022	
SLAB POUR/ SLAB PREP	8/2/2022	8/10/2022	
MISC. DEMO	8/2/2022	8/19/2022	
ELECTRICAL	6/26/2022	6/28/2022	
REFRIDGERATOR/ FREEZER INSTALLATION	8/2/2022	8/12/2022	
CONNECT REFRIDGERANT LINES	8/15/2022	8/23/2022	RE-POWER FRIDGE/ FREEZER
RE-INSTALL FENCE	8/25/2022	8/30/2022	
FINAL PUNCH-OUT	8/31/2022	9/7/2022	

FREEZER OUT OF ORDER FROM 7/1 - 8/23



## REQUEST FOR PROPOSAL #2022-02 19th Hole Kitchen Renovations and (2) Walk in Coolers Project

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

ISSUE DATE: 01/26/2022

CONTACT: Stephanie Brown, District Clerk  
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, 3/7/2022**

**PROPOSALS WILL BE OPENED AT 2:00PM ON  
TUESDAY, 3/8/2022**

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## SECTION I

### **INTRODUCTION**

Barefoot Bay Recreation District (hereinafter referred to as “BBRD”) is requesting sealed Proposals for **“RFP No. 2022-02, 19th Hole Kitchen Renovations and (2) Walk in Coolers Project.”**

**PROPOSALS DUE DATE & TIME: Monday, March 7, 2022 at 4:30pm.** 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 4:30pm. 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 2pm on, Tuesday, March 8, 2022. The location of the opening will be the Administration Building Conference Room, 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, **“RFP No. 2022-02, 19th Hole Kitchen Renovations and (2) Walk in Coolers Project.”** Proposer’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 not including all aspects of the requested work may be disqualified by the evaluation committee.

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.

Questions 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](mailto:sbrown@bbird.org). Questions received after February 25, 2022, 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. Material changes, if any, to the Proposals or procedures will only be transmitted by written addendum as posted on [www.bbird.org](http://www.bbird.org).

### **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” and the file will automatically download to your computer).



### **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 to this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing of 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

### **Background**

Barefoot Bay Recreation District (BBRD) operates a Food & Beverage Department out of multiple locations. The 19<sup>th</sup> Hole (located at 1225 Barefoot Blvd.) has an extremely undersized kitchen and seeks to replace the undersized stove/oven and locate the larger unit in a different part of the kitchen necessitating the installation of a new commercial hood system. Additionally, BBRD desires to install a new exterior walk in cooler. Locating the unit will be a challenge due to site and utility restrictions. The Lounge (located at 625 Barefoot Blvd.) has an existing exterior walk in cooler that is undersized and beyond its useful economic life. BBRD desires to replace the unit with a larger unit in approximately the same location. All three projects (kitchen renovation and two walk in coolers) are budgeted and BBRD has sufficient contingency funding to fund the combined projects.

### **SCOPE OF WORK**

The successful proposer will be responsible to obtain all required design, engineering, and applicable permits for the project. A generalized summary of the project includes the following:

- Design and all required permitting
- 19<sup>th</sup> Hole

- Removal of existing Hood system, patching of roof, and restoration of interior ceiling system
- Removal of existing walk-in cooler
- Removal of existing 2 bay sink and dishwasher
- Installation of new stove/oven, a flat top grill with refrigerated base, 2 fryer units, 2 side worktables and hood system perpendicular to the current stove/oven location
- Installation of dishwasher and 2/3 bay sink in the space made available by removal of existing
- Installation of exterior walk-in cooler and all required site alterations, and utility deconflictions
- Lounge
  - Demolition and removal of existing walk in cooler
  - Site work and installation of new walk in cooler
- Any other work required by permitting agencies

Determination of equipment specifications will be made at the mandatory pre-submittal site inspection since the size of the hood (wall space available) will determine the size of the equipment and the outdoor space available will determine the walk-in coolers specifications.

A performance bond is not required to be included in the proposal.

### 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	January 24, 2022
2	Publication Date	January 26, 2022
3	Advertisement	January 26, 2022 through March 7, 2022
4	Required Pre-Submittal Site Inspection	February 8, 2022, 10am-Noon or by appointment (kathymendes@bbrd.org)
5	Deadline for Written Questions	February 25, 2022
6	Responses/Addendum Issued	January 27, 2022 through February 28, 2022
7	Submission Deadline (RFP close date)	March 7, 2022 (4:30pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	March 8, 2022 (2:00pm Administration Bldg. 625 Barefoot Blvd.)
9	Evaluation Committee Meeting (interviews, if needed, otherwise review of proposals and vote to recommend award to Board of Trustees)	March 17, 2022 (9:00am Administration Bldg. 625 Barefoot Blvd.)
10	Board of Trustees award of contract	April 8, 2022 (1:00pm, Bldg. D/E)

**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 April 8, 2022, or at a later meeting, the Board of Trustees will consider an agenda item regarding the award of a contract. The Board of Trustees has the final authority to award 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 will be 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 the 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 19 of the *Policy Manual* located at <http://bbrd.org/resident-relations> (click on "BBRD Policy Manual" and the file will automatically download to your computer).

#### **CRITERIA**

Proposals shall be evaluated based on the following information. Proposers are encouraged to use the last page of this RFP as part of 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 Brevard County
- b) Number of years company has worked in Brevard County
- c) A listing of sub-contractors (name, address, and contact number) who will work on the project, including engineers/design professionals
- d) A listing of comparable client references that are applicable to the scope of work outlined in this RFP, (i.e., client name, address, telephone number, contact person, description, size of the project, and contract amount)
- e) 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 the contract amount

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

Due to the seasonal nature of BBRD, as early a construction start date as possible is desired. Preference will be given to proposals with the earliest start dates and the shortest number of days of work.

**Cost Proposal: (50% X \_\_\_\_ ranking = maximum \_\_\_\_ points)**

Cost proposal shall be segregated per the 3 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 A1A schedule of values cost proposal may be disqualified.

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

**SECTION IV****REQUEST FOR PROPOSAL #2022-02****19th Hole Kitchen Renovations and (2) Walk in Coolers Project****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 Brevard County: \_\_\_\_\_

Number of years company has worked in Florida: \_\_\_\_\_

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

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

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Prior work for Barefoot Bay Recreation District:

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**Anticipated start date and number of days of the project**

Design start date: \_\_\_\_\_

Anticipated permit application date: \_\_\_\_\_

Anticipated Commencement of work date: \_\_\_\_\_

Number of workdays (excluding weekends): \_\_\_\_\_

# Exhibit D

## 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	Wiindows	\$ -	\$ -	\$ -		\$ -	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 2022-02 Addendum #1

On page 8 under Criteria: Experience and References, section A should read “Number of years company has worked in Florida.”



## Board of Trustees

## Meeting Agenda Memo

Date: Friday, April 8, 2022  
Title: **19th Hole Kitchen and Walk-in Project Change Order #1**  
Section & Item: 11.C  
Department: R&M/Capital Projects  
Fiscal Impact: \$123,149.00 reduction in contract price  
Contact: John W Coffey, ICMA-CM, Community Manager  
Attachments: Change order #1  
Reviewed by General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Approval of change order #1 reducing the project cost by \$123,149.

### Background and Summary Information

On the previous agenda item, the BOT considered award of contract to MGM Contracting in the amount of \$483,379.00. Based on the RFP Evaluation Committee's recommendation, staff solicited a change order from MGM Contracting to remove the Lounge Walk in cooler component and any other cost savings identified by staff.

Change order #1, reducing the cost by \$123,149. Said change order includes the following elements:

- Deduct \$139,000 for elimination of Lounge walk in cooler
- Deduct \$3,000 for elimination of new 3 component sink and hand sink (will relocate existing instead)
- Add \$18,851 for addition of beer chase system from new cooler to existing bar (inadvertently omitted from initial proposal)

If the BOT awards a contract to MGM Contracting under previous agenda item, staff recommends the BOT approve change order #1 for the 19<sup>th</sup> Hole kitchen renovations and (2) walk in coolers contract reducing the cost of the project by \$123,149 and removing the Lounge walk in cooler element of the project.

If the BOT does not award a contract under the previous agenda item, no action is required on this agenda item as the issue is moot.

Change Order To:  
Barefoot Bay Recreational District



3/31/22

Proposed Job:  
19th Hole Kitchen Renovations  
and Walk-in Coolers Project

MGM CONTRACTING  
INC.  
1121 PEACHTREE  
STREET  
COCOA, FL 32922  
OFFICE 321-639-6365

Licenses  
CGC#059589  
CCC#1327481  
CAC#1816183

**CHANGE ORDER**

ITEM #	DESCRIPTION		TOTAL
1	19th Hole Kitchen Renovations and Walk-in Cooler Project.		\$ 344,379.00
2	Barefoot Bay Pool Side Cooler		\$ 139,000.00
Total Contract Amount			\$ 483,379.00
<b>Deductions</b>			
1	Barefoot Bay Pool Side Cooler		\$(139,000.00)
2	3 Conpartment Sink and Hand Sink		\$ (3,000.00)
			<u>\$ 341,379.00</u>
<b>Additions</b>			
1	Beer Chase System from New Cooler to Existing Bar		\$ 18,851.00

DIRECT ALL INQUIRIES TO:

**New Contract Amount \$360,230.00**

Mark Hall  
321-639-6365  
[mgmmark@cfl.rr.com](mailto:mgmmark@cfl.rr.com) THANK YOU FOR YOUR BUSINESS!

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, April 8, 2022  
Title: **Utility Cart Replacements**  
Section & Item: 11.D  
Department: R&M/Capital Projects  
Fiscal Impact: \$17,713.82 (FY22 Budget of \$18,900.00)  
Contact: Matt Goetz, Property Services Manager, John W Coffey, ICMA-CM, Community Manager  
Attachments: Property Services Quote, Softball Field Quote, State Contract information Deere and Company  
Reviewed by General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Award of contract for the replacement two utility carts.

### Background and Summary Information

The FY22 Budget contains \$18,900 for a replacement of the following two utility carts:

\$8,900 Replacement P.S. Utility Cart (2016)  
\$10,000 Replacement HD Utility Cart (2008) used by Softball Association

Staff solicited the following bid from Deere & Company via the Florida State contracting program.

Two \$8,856.91 John Deere Gator™ TX Model Year 2022 (bids provided separately from vendor)

The reader should note, a second bid is not required as the state competitively solicited pricing on vehicles prior to the establishment of the state contracting list.

Staff recommends the BOT award contract to Deere & Company for the replacement of two utility carts in the amount of \$17,713.82.

**Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.**

## **A Purchase Order or Letter of Intent is required for all orders.**

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

**For any questions, please contact:**

### **Wade Walker**

Everglades Equipment Group  
6150 Orange Avenue  
Fort Pierce, FL 34947

Tel: 772-461-5568

Fax: 772-466-0735

Email: [wwalker@evergladesfarmequipment.com](mailto:wwalker@evergladesfarmequipment.com)

☐ Vendor: Deere & Company  
2000 John Deere Run  
Cary, NC 27513

☐ Signature

☐ Shipping address

☐ Billing address

☐ Billing email address

**If information is not included, the Purchase Order or Letter of Intent will be returned.**

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Everglades Equipment Group  
 6150 Orange Avenue  
 Fort Pierce, FL 34947  
 772-461-5568  
 info@efe1963.com

**Quote Summary**
**Prepared For:**

BAREFOOT BAY RECREATION DISTRICT  
 895 FALCON DR  
 BAREFOOT BAY, FL 32976  
 Business: 772-664-2063

**Delivering Dealer:**

**Everglades Equipment Group**  
 Wade Walker  
 6150 Orange Avenue  
 Fort Pierce, FL 34947  
 Phone: 772-461-5568  
 wwalker@evergladesfarmequipment.com

**Quote ID:** 26335067  
**Created On:** 26 March 2022  
**Last Modified On:** 26 March 2022  
**Expiration Date:** 01 April 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ TX (Model Year 2022)	\$ 10,429.66	\$ 8,856.91 X	1 =	\$ 8,856.91
<b>Contract:</b> FL Ag & Lawn Equip 25101900-21-STC (PG F2 CG 22)				
<b>Price Effective Date:</b> December 4, 2020				
<b>Equipment Total</b>				<b>\$ 8,856.91</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 8,856.91
Trade In	
SubTotal	<b>\$ 8,856.91</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 8,856.91
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 8,856.91</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 26335067

**Customer Name:** BAREFOOT BAY RECREATION DISTRICT

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

 Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

 Everglades Equipment Group  
 6150 Orange Avenue  
 Fort Pierce, FL 34947  
 772-461-5568  
 info@efe1963.com

## JOHN DEERE GATOR™ TX (Model Year 2022)

**Hours:**
**Stock Number:**
**Contract:** FL Ag & Lawn Equip 25101900-21-STC (PG F2 CG 22)

**Price Effective Date:** December 4, 2020

**Suggested List \***

\$ 10,429.66

**Selling Price \***

\$ 8,856.91

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
56A2M	GATOR™ TX (Model Year 2022)	1	\$ 9,299.00	16.00	\$ 1,487.84	\$ 7,811.16	\$ 7,811.16
<b>Standard Options - Per Unit</b>							
001A	US/Canada	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
0507	PR - Turf Tires including Cargo Box with Brake and Taillights and Spray-On Liner	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Deluxe Cargo Box with Brake and Taillights and Spray-On Liner	1	\$ 490.00	16.00	\$ 78.40	\$ 411.60	\$ 411.60
3100	Cargo Box Manual Lift	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 490.00</b>		<b>\$ 78.40</b>	<b>\$ 411.60</b>	<b>\$ 411.60</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BM23989	Drawbar/ ball mount for 1.25 in. receiver hitch	1	\$ 40.66	16.00	\$ 6.51	\$ 34.15	\$ 34.15
ROOF	ROOF/ NON JOHNDEERE ITEM	1	\$ 600.00	0.00	\$ 0.00	\$ 600.00	\$ 600.00
<b>Dealer Attachments Total</b>			<b>\$ 640.66</b>		<b>\$ 6.51</b>	<b>\$ 634.15</b>	<b>\$ 634.15</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 10,429.66</b>		<b>\$ 1,572.75</b>	<b>\$ 8,856.91</b>	<b>\$ 8,856.91</b>





# Selling Equipment

**Quote Id:** 26335067      **Customer Name:** BAREFOOT BAY RECREATION DISTRICT

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**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

Everglades Equipment Group  
6150 Orange Avenue  
Fort Pierce, FL 34947  
772-461-5568  
info@efe1963.com

---

**Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.**

## **A Purchase Order or Letter of Intent is required for all orders.**

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

**For any questions, please contact:**

### **Wade Walker**

Everglades Equipment Group  
6150 Orange Avenue  
Fort Pierce, FL 34947

Tel: 772-461-5568

Fax: 772-466-0735

Email: [wwalker@evergladesfarmequipment.com](mailto:wwalker@evergladesfarmequipment.com)

☐ Vendor: Deere & Company  
☐ 2000 John Deere Run  
Cary, NC 27513

☐ Signature

☐ Shipping address

☐ Billing address

☐ Billing email address

**If information is not included, the Purchase Order or Letter of Intent will be returned.**

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Everglades Equipment Group  
 6150 Orange Avenue  
 Fort Pierce, FL 34947  
 772-461-5568  
 info@efe1963.com

**Quote Summary**
**Prepared For:**

BAREFOOT BAY RECREATION DISTRICT/SOFTBALL  
 FIELD  
 895 FALCON DR  
 BAREFOOT BAY, FL 32976  
 Business: 772-664-2063

**Delivering Dealer:**

**Everglades Equipment Group**  
 Wade Walker  
 6150 Orange Avenue  
 Fort Pierce, FL 34947  
 Phone: 772-461-5568  
 wwalker@evergladesfarmequipment.com

**Quote ID:** 26335067  
**Created On:** 26 March 2022  
**Last Modified On:** 28 March 2022  
**Expiration Date:** 01 April 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ TX (Model Year 2022)	\$ 10,429.66	\$ 8,856.91 X	1 =	\$ 8,856.91
<b>Contract:</b> FL Ag & Lawn Equip 25101900-21-STC (PG F2 CG 22)				
<b>Price Effective Date:</b> December 4, 2020				
<b>Equipment Total</b>				<b>\$ 8,856.91</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 8,856.91
Trade In	
SubTotal	<b>\$ 8,856.91</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 8,856.91
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 8,856.91</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 26335067      **Customer Name:** BAREFOOT BAY RECREATION DISTRICT/SOFTBALL FIELD

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Everglades Equipment Group  
 6150 Orange Avenue  
 Fort Pierce, FL 34947  
 772-461-5568  
 info@efe1963.com

## JOHN DEERE GATOR™ TX (Model Year 2022)

**Hours:**

**Stock Number:**

**Contract:** FL Ag & Lawn Equip 25101900-21-STC (PG F2 CG 22)

**Price Effective Date:** December 4, 2020

**Suggested List \***

\$ 10,429.66

**Selling Price \***

\$ 8,856.91

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
56A2M	GATOR™ TX (Model Year 2022)	1	\$ 9,299.00	16.00	\$ 1,487.84	\$ 7,811.16	\$ 7,811.16
<b>Standard Options - Per Unit</b>							
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0507	PR - Turf Tires including Cargo Box with Brake and Taillights and Spray-On Liner	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Deluxe Cargo Box with Brake and Taillights and Spray-On Liner	1	\$ 490.00	16.00	\$ 78.40	\$ 411.60	\$ 411.60
3100	Cargo Box Manual Lift	1	\$ 0.00	16.00	\$ 0.00	\$ 0.00	\$ 0.00
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<b>Standard Options Total</b>			<b>\$ 490.00</b>		<b>\$ 78.40</b>	<b>\$ 411.60</b>	<b>\$ 411.60</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
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ROOF	ROOF/ NON JOHNDEERE ITEM	1	\$ 600.00	0.00	\$ 0.00	\$ 600.00	\$ 600.00
<b>Dealer Attachments Total</b>			<b>\$ 640.66</b>		<b>\$ 6.51</b>	<b>\$ 634.15</b>	<b>\$ 634.15</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 10,429.66</b>		<b>\$ 1,572.75</b>	<b>\$ 8,856.91</b>	<b>\$ 8,856.91</b>



# Selling Equipment

**Quote Id:** 26335067      **Customer Name:** BAREFOOT BAY RECREATION DISTRICT/SOFTBALL  
FIELD

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**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

Everglades Equipment Group  
6150 Orange Avenue  
Fort Pierce, FL 34947  
772-461-5568  
info@efe1963.com

---



**State Term Contract  
No. 25101900-21-STC  
Agriculture and Lawn Equipment**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Deere & Company** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The Initial Contract Term shall be for three (3) years. The Initial Contract Term shall begin on January 1, 2021, or on the last date it is signed by all Parties, whichever is later. The Contract shall expire on December 31, 2023, unless terminated earlier in accordance with the Special Contract Conditions.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

**III. Contract.**

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Attachment 2, Scope of Work
- b) Attachment 7, Contractor’s Submitted Product Group Discount Sheet (Attachment C) from ITB No. 20-25101900-ITB)
- c) Attachment 8, Contractor’s Submitted MSRP List
- d) Attachment 5, Preferred Pricing Affidavit
- e) Attachment 6, Contractor’s Submitted Price Sheet
- f) Attachment 1, Special Contract Conditions
- g) Attachment 3, Price Quote Form
- h) Attachment 4, Acknowledgement of Order



#### IV. Contract Management.

**Department's Contract Manager:**

Shaveon Nelson  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 370.1X  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-1214  
Email: [Shaveon.Nelson@dms.fl.gov](mailto:Shaveon.Nelson@dms.fl.gov)

**Contractor's Contract Manager:**

Andrew Roman  
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
Telephone: (919) 804-2285  
Email: [GNSBids@JohnDeere.com](mailto:GNSBids@JohnDeere.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**Deere & Company**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

DocuSigned by:

*Andrew Roman*

E2D8D7D6433C47C...  
[Name] Andrew Roman

2/5/2021 | 6:31 AM EST

**Date:**

DocuSigned by:

*Tami Fillyaw*

991456A211104A3...  
Tami Fillyaw, Chief of Staff

2/5/2021 | 3:27 PM EST

**Date:**

## Board of Trustees

## Meeting Agenda Memo

Date: Friday, April 8, 2022

Title: **Confirmation of Building A Retaining Wall Repairs Project Change Orders #1 and #2**

Section & Item: 11.E

Department: R&M/Capital Projects

Fiscal Impact: \$12,600 (FY22 Available Budget of \$22,920)

Contact: Matt Goetz, Property Services Manager, John W Coffey, ICMA-CM, Community Manager

Attachments: signed Change Orders #1 and #2, Excerpt from Policy Manual

Reviewed by General Counsel: N/A

Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Confirmation of Community Manager's approval of change orders #1 and #2 for the Building A retaining wall repairs project.

### Background and Summary Information

On January 14, 2022, the BOT awarded a contract to Foundation Professionals of Florida in the amount of \$114,780.00 (FY22 budget is \$137,700.00) for repairs to the Building A retaining wall repairs project based on an assessment completed in 2019. Work commenced on March 21, 2022. On March 29, 2022, staff received two change orders (dated March 23, 2022) for unforeseen costs of repairing panel joints and adding additional tie-backs to the panels.

With the approval of Chairman Maino (Policy Manual allows the Community Manager to approve change orders over 10% under certain circumstances with the approval of the BOT Chairman), the Community Manager signed the change order in the amount of \$12,600.00.

Sufficient monies are available in the FY22 project budget; thus, this change order will not require a budget amendment or transfer as illustrated below:

	Amount	Date
Budget	137,700.00	1-Oct-21
Contract	114,780.00	14-Jan-22
C.O. #1	6,600.00	29-Mar-22
C.O. #2	6,000.00	29-Mar-22
Revised contract cost	127,380.00	29-Mar-22

Therefore, staff recommends the BOT confirm the Community Manager's approval of change orders #1 and #2 in the amount of \$12,600.00 for the Building A retaining wall repairs project.

# CHANGE ORDER



Project Name	Seawall Repair @ Barefoot Bay Regional District	Change Number	1
Requested By	Kirk Davis, PM	Date of Request	3/23/2022
Presented To	Matt Goetz	Project No. 22-00029-04	

Description of Change: Adding 6 helical tie-backs to the bottom of the panels where kick-out is visible with the naked eye.

Reason for Change: We proposed one concrete dead man tie-back to go near the top of the wall, once on site we realize the bottom of the wall is kicking out (possibly due to the panels not being install deep enough below the soil) and the top isn't moving outward.

Effect on Schedule (including Estimated Completion Date for this change): 3 days

Effect on Project Cost: Additional \$7,800.00

Total Net Change in Cost: Original contract amount minus the concrete dead man tie-back (\$1,200.00) plus change order #1 (\$7,800.00)

Item Description: Core (6) 10" holes 18" from soil line and install helical tie-backs in all (6) locations to 20 feet deep on a plus/minus 5-degree angle and attach hardware to support the wall from kicking out at the bottom. Once helical tie-backs are installed and hardware is installed the core hole will be filled with 3,000 psi or greater cement before face plate are installed on the exterior.

Functional Project			
<input checked="" type="checkbox"/> Approved	Signature: <i>[Signature]</i>		
<input type="checkbox"/> Rejected	Title: <i>BBRD Comm. Manager</i>	Date: <i>29 Mar 22</i>	
FPI Representative :		Date:	

LAKE CITY, FLORIDA 3309 SW SR 247, 32024 • Tel. (386) 755-3002 • Fax (386) 752-5456  
JACKSONVILLE, FLORIDA 450 SR 13N, Suite 106-308, 32259 • Tel. (904) 381-8901 • Fax (904) 381-8902  
Toll Free (855) WE-GROUT • www.FoundationProsFL.com

# CHANGE ORDER



<b>Project Name</b>	Seawall Repair @ Barefoot Bay Regional District	<b>Change Number</b>	2
<b>Requested By</b>	Kirk Davis, PM	<b>Date of Request</b>	3/23/2022
<b>Presented To</b>	Matt Goetz	<b>Project No.</b>	22-00029-04

**Description of Change:** Repairing 200 joints 24" on bottom of where panels conjoin together.

**Reason for Change:** Each joint has lost the exterior cement seal where panel come together.

**Effect on Schedule (including Estimated Completion Date for this change):** 1.5 days

**Effect on Project Cost:** Additional \$6,000.00 (\$30.00 per joint)

**Total Net Change in Cost:** Original contract amount minus the concrete dead man tie-back (\$1,200.00) plus change order #1 (\$7,800.00) plus change order #2 (\$6,000.00)

**Item Description:** Dig 4" into the soil at each joint location, clean 24" of concrete with wire wheel and/or water blast removing any debris that will break the bond of the two concretes (new to existing), apply a mixture of type II portland cement and hydraulic cement over the joint.

<b>Functional Project</b>			
<input checked="" type="checkbox"/> Approved	Signature: <i>[Signature]</i>		
<input type="checkbox"/> Rejected	Title: <i>BBRD Comm. Manager</i>	Date: <i>29 Mar 22</i>	
FPI Representative :		Date:	

LAKE CITY, FLORIDA 3309 SW SR 247, 32024 • Tel. (386) 755-3002 • Fax (386) 752-5456  
 JACKSONVILLE, FLORIDA 450 SR 13N, Suite 106-308, 32259 • Tel. (904) 381-8901 • Fax (904) 381-8902  
 Toll Free (855) WE-GROUT • www.FoundationProsFL.com



The Board of Trustees must approve and the Chair of the Board, or her/his designee,<sup>47</sup> must execute contracts that exceed one year (1) in duration, including renewal term or that exceed \$15,000.00<sup>48</sup> in value.

### **Change Orders or Amendments**

Change order means changes, due to unanticipated conditions or developments, made to a contract, which do not substantially alter the character of the work contracted for and which do not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must be reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract. Further, such changes when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result of the elimination of work not necessary to the satisfactory completion of the contract.

The Community Manager is hereby authorized to approve and initiate work on the following types of change orders determined in his or her judgment to be in the best interest of the public and which do not materially alter the scope of the work contemplated by the initial contract.

1. All change orders resulting in a cumulative net decrease to the initial cost of the contract to Barefoot Bay Recreation District.
2. All change orders increasing the initial contract cost by under 10%, provided sufficient documentation is provided.
3. Any change order over 10% costs upon the verbal approval of the Chairman of the Board or next ranking Board member) if the delay in taking the proposed change order to the next available Board meeting would substantially delay the project. The Community Manager shall place the change order on the next available Board meeting agenda for confirmation by the Board in a public meeting.<sup>49</sup>
4. All change orders or amendments involving procedural or other matters that will not result in any change to the contract's cost.

The Board of Trustees must formally approve all other change orders before work may be authorized to begin.

### **Purchase of Computer, Related Equipment and Supplies**

Purchase of any IT related product or service will be coordinated through the IT services contract manager for vendor analysis and approval.<sup>50</sup>

### **Receiving and Approving Goods and Services**

It is the responsibility of each department to inspect all goods or services to determine their conformance with the specifications set forth in the purchase agreement.

If goods or services are not acceptable, the department manager take appropriate action and if necessary, notify the Community Manager.

### **Services Performed on BBRD Property**

Vendors performing work on Barefoot Bay Recreation District property, regardless of value of the project or scope of work, are required to:

1. Be properly licensed under existing Federal, State and local laws.
2. Provide a Certificate of Insurance to assure BBRD's insurance provider will not be responsible for any losses in any way arising out of or resulting from the contractor's operations, activities, or services provided to BBRD. Further, contractors must agree to hold harmless and indemnify

## Board of Trustees Meeting Agenda Memo

Date: Friday, April 8, 2022  
Title: **Minimum Fund Balance Policy Decrease to 15%.**  
Section & Item: 11.F  
Department: Administration, Finance  
Fiscal Impact: N/A  
Contact: Charles Henley, Finance Manager, John W Coffey, ICMA-CM, Community Manager  
Attachments: Resolution 2022-04, Resolution 2016-11  
Reviewed by General Counsel: No (at time of agenda publication), but yes( before the meeting).



Approved by: John W. Coffey, ICMA-CM, Community Manager

### Requested Action by BOT

Adoption of Resolution #2022-04 lowering BBRD's General Fund minimum fund balance policy to 15%.

### Background and Summary Information

On June 28, 2016, the BOT adopted Resolution #2016-11 establishing BBRD's General Fund minimum fund balance policy at 20% of the subsequent fiscal year's General Fund budgeted expenditures less R&M/Capital Projects and General Fund transfers out. When 20.0% minimum fund balance policy was enacted, the annual budget was under \$6 million (FY17 Approved Budget was \$5,882,454) which equated to a minimum fund balance of \$1,016,913.

Due to dramatic increases over the next few years due to the Florida minimum wage law and record high inflation, staff recommends lowering the BBRD minimum fund balance policy to 15.0%. Said reduction will still maintain a minimum of \$1 million in fund balance which is adequate to address the needs of BBRD in the extremely rare occurrence of an isolated event that causes widespread damage to BBRD facilities but does not trigger a FEMA response. The COVID-19 pandemic demonstrated how proactive rightsizing of the workforce can dramatically lessen recurring cost, something that while not desirable under any circumstances, would probably be warranted if going below the \$1 million fund balance level was ever required.

Hence, staff recommends the BOT adopt Resolution # 2022-04 lowering BBRD's General Fund minimum fund balance policy to 15.0%.



**RESOLUTION 2022-04**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
BAREFOOT BAY RECREATION DISTRICT AMENDING  
RESOLUTION 2016-11; REVISING THE GENERAL FUND  
MINIMUM FUND BALANCE POLICY.**

**WHEREAS**, the Governmental Accounting Standards Board has issued Statement Number 54, Fund Balance Reporting and Governmental Fund Type Definitions, for the purpose of establishing minimum fund balance policies; and

**WHEREAS**, the Barefoot Bay Recreation District acknowledges the necessity to maintain a minimum unassigned fund balance to provide appropriate cash flow for the operations of the District, to address unanticipated emergencies or unplanned financial obligations, and to enhance the District's credit rating; and

**WHEREAS**, the Board of Trustees, via Resolution Number 2016-11, enacted a General Fund twenty percent (20%) minimum fund balance policy; and

**WHEREAS**, national inflation and the Florida minimum wage law is dramatically increasing the District's General Fund budget; and

**WHEREAS**, the Board of Trustees has ascertained that maintaining the twenty percent (20%) minimum fund balance policy will result in excess cash reserves and seeks to adjust the policy downward to a level that maintains a minimum \$1,000,000 in cash or cash equivalent in reserves:

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT, BREVARD COUNTY FLORIDA:**

**Section 1.** The minimum unassigned fund balance policy for the General Fund instructs the Board of Trustees and management to conduct the business of the District in such a manner that unassigned fund balance is at least 15% of the subsequent fiscal year's General Fund budgeted expenditures less R&M/Capital Projects and General Fund transfers out.

**Section 2.** Formal approval of a new resolution will be required to remove, modify, or rescind this General Fund Minimum Fund Balance Policy.

**Section 3.** This resolution shall become effective immediately upon adoption.

The foregoing Resolution was moved for adoption by Trustee \_\_\_\_\_. The motion was seconded by Trustee \_\_\_\_\_ and, upon being put to a vote, that vote was as follows:

Chairman, Michael R. Maino  
Trustee, Bruce Amoss  
Trustee, Michael Morrissey  
Trustee, Hurrol Brinker  
Trustee, Jim Nugent

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 22<sup>nd</sup> day of March 2022.

**BAREFOOT BAY RECREATION DISTRICT**

By: \_\_\_\_\_  
Michael R. Maino,  
CHAIRMAN

\_\_\_\_\_  
Hurrol Brinker,  
SECRETARY

**RESOLUTION 2016 - 11**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF  
THE BAREFOOT BAY RECREATION DISTRICT;  
APPROVING AND ESTABLISHING THE DISTRICT  
MINIMUM UNASSIGNED FUND BALANCE POLICY IN  
GENERAL FUND PURSUANT TO GOVERNMENTAL  
ACCOUNTING STANDARDS BOARD IN FISCAL YEAR  
2015-2016; PROVIDING FOR CONFLICTS; PROVIDING  
AN EFFECTIVE DATE.**

**WHEREAS**, the Governmental Accounting Standards Board has issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, for the purpose of establishing minimum fund balance; and

**WHEREAS**, the Barefoot Bay Recreation District desires to establish a minimum Unassigned Fund Balance Policy in General Fund to be consistent with the Governmental Accounting Standards Board Statement No. 54; and

**WHEREAS**, the Government Finance Officers Association recommends, "at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures."; and

**WHEREAS**, the Barefoot Bay Recreation District acknowledges that it is necessary to maintain minimum unassigned fund balance to provide appropriate cash flow for the operation of the District, to address unanticipated emergencies or unplanned financial obligations, and to enhance the District's credit rating; and

**WHEREAS**, the Barefoot Bay Recreation District shall establish a minimum Unassigned Fund Balance in General Fund equivalent to a twenty percent (20%) of the subsequent fiscal year's budgeted expenditures less R&M/Capital Projects and transfers out.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF  
THE BAREFOOT BAY RECREATION DISTRICT, BREVARD COUNTY, FLORIDA,  
that:**

Section 1. The minimum unassigned fund balance policy for the General Fund instructs the Board of Trustees and management to conduct the business of the District in such a manner that unassigned fund balance is at least 20% of the subsequent fiscal year's budgeted expenditures less R&M/Capital Projects and transfers out.

Section 2. Formal approval of a new resolution will be required to remove, modify or rescind this Minimum Fund Balance Policy.

Section 3. This Resolution shall become effective immediately upon its adoption.


The foregoing resolution was moved for adoption by Trustee Diana. The motion was seconded by Trustee Lavier and, upon being put to a vote, that vote was as follows:

Chairman, Joseph Klosky	Y
Trustee, Lee Wright	Y
Trustee, Steve Diana	Y
Trustee, Brian Lavier	Y
Trustee, Frank Cavaliere	Y

The Chairman thereupon declared this resolution Done, Ordered, and Adopted this 28<sup>th</sup> Day of June, 2016.

**BAREFOOT BAY RECREATION DISTRICT**

By:

  
\_\_\_\_\_  
JOSEPH KLOSKY  
CHAIRMAN

  
\_\_\_\_\_  
STEVE DIANA  
SECRETARY

## Board of Trustees

Date: Friday, April 8, 2022  
Title: **Continuing Service Contract Selection Process**  
Section & Item: 11.G  
Department: Administration, District Clerk  
Fiscal Impact: N/A  
Contact: John W Coffey, ICMA-CM, Community Manager  
Attachments:  
Reviewed by General Counsel: N/A  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Direction regarding whether request for proposal (RFP) or request for qualifications (RFQ) processes are used to select vendors for continuing service contracts for electrical, plumbing, and HVAC services.

### Background and Summary Information

On January 25, 2022, Trustee Brinker requested staff prepare request for qualifications (RFQs) for electrical, plumbing, and HVAC services. Before the three RFQs are completed and the start of the solicitation processes advertised, staff believes the prudent course of action is to confirm which process the BOT desires to use (i.e, RFP or RFQ). Below is a streamlined description of each process:

#### RFP

1. Evaluation Committee membership established at a BOT meeting
2. 30-day advertisement period
3. Seal bids (called proposals) submitted by vendors
4. Proposals opened by the evaluation committee
5. Evaluation criteria include price
6. Ideally, evaluation committee rates each proposal per established criteria (does not always occur)
7. Evaluation committee recommends one proposal to BOT for award of contract
8. Prices are non-negotiable
9. Contract drafted by General Counsel
10. BOT awards a contract
11. Contract executed

#### RFQ

1. Evaluation Committee membership established at a BOT meeting
2. 30-day advertisement period
3. Seal bids (called qualification statements) submitted by vendors with price proposal enclosed as a separately sealed envelope
4. Qualification statements (excluding price proposal) opened by the evaluation committee
5. Evaluation criteria does not include price
6. Evaluation committee rates each proposal per established criteria (does not always occur) and ranks respondents in order (i.e., top rated firm is ranked #1, second ranked firm is ranked #2, etc.)
7. Evaluation committee recommends order of ranking to the BOT
8. BOT either reorders ranking or confirms recommended ranking
9. Staff meets with highest ranked firm and opens
10. The Community Manager shall first negotiate with the top ranked respondent until a tentative agreement or an impasse is reached. If the Community Manager determines an impasse is reached, he will notify the respondent that the negotiations have ended and shall proceed to negotiate with the second ranked respondent until a tentative agreement or an impasse is reached. If the Community Manager determines an impasse is reached, he will notify the respondent that the negotiations have ended and shall proceed to negotiate with the third ranked respondent until a tentative agreement or an impasse is reached. If an impasse is reached with the third respondent then the RFQ process will cease

(assuming only three top ranked firms). Once the Community Manager determines negotiations have reached an impasse with a specific vendor and has notified him/her of the impasse, then the Community Manager shall be prohibited from further negotiations with the vendor and must move onto the next highest ranked vendor.

11. If a tentative contract is reached, an official contract is draft by General Counsel for a future BOT meeting agenda
12. BOT approves contract
13. Contract executed

Although both processes work in a similar overall manner, steps #6 through #10 in a RFQ process are different and/or not present in a RFP process.

Hence, staff requests direction from the BOT regarding if they desire RFPs or RFQs to be prepared for solicitation of continuing service contracts for electrical, plumbing, and HVAC services.



## Board of Trustees

## Meeting Agenda Memo

Date: Friday, April 8, 2022

Title: **Lounge Outside Bar RFP Evaluation Committee Establishment**

Section & Item: 11.H

Department: R&M/Capital Projects

Fiscal Impact: FY22 Budget of \$109,000

Contact: Kathy Mendes, Food & Beverage Manager, John W Coffey, ICMA-CM, Community Manager

Attachments: Draft Lounge outside bar RFP 14Mar22, Excerpt from Policy Manual

Reviewed by General Counsel: N/A

Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Selection of one Trustee to serve as a voting member on the Request for Proposal (RFP) Evaluation Committee for the Lounge Outside Bar project.

### Background and Summary Information

The FY22 Budget contains \$109,000 for the Lounge Outside Bar project.

The Policy Manual requires a Request for Proposal (RFP) process be used for any project anticipated to cost over \$75,000. Additionally, the evaluation committee shall consist of three voting members (one Trustee, one employee from the user department, and one non-employee resident as selected by the Community Manager), plus two non-voting members (Chairman of the BOT and the Community Manager).

The anticipated schedule is as follows:

Order	Task	Date (and Time if applicable)
1	Florida Today Advertisement	April 08, 2022
2	Publication Date	April 11, 2022
3	Advertisement	April 11, 2022 through May 10, 2022
4	Required Pre-Submittal Site Inspection	April 20, 2022, 10am-Noon or by appointment (kathymendes@bbrd.org)
5	Deadline for Written Questions	May 03, 2022
6	Responses/Addendum Issued	April 12, 2022 through May 04, 2022
7	Submission Deadline (RFP close date)	May 10, 2022 (4:30pm at the Administration Bldg. 625 Barefoot Blvd.)
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	May 11, 2022 (2:00pm Administration Bldg. 625 Barefoot Blvd.)
9	Evaluation Committee Meeting (interviews, if needed, otherwise review of proposals and vote to recommend award to Board of Trustees)	May 19, 2022 (1:00pm Administration Bldg. 625 Barefoot Blvd.)
10	Board of Trustees award of contract	June 09, 2022 (1:00pm, Bldg. D/E)

Weighted criteria to be used by the evaluation committee to select a recommended vendor shall be as follows:

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

Hence, the BOT needs to select one Trustee to serve as a voting member. The Community Manager will announce the 4

other persons who will serve on the RFP evaluation committee and the start and end dates for the RFP. Said RFP is attached and will be posted to [BBRD.org](http://BBRD.org) and [Demandstar.com](http://Demandstar.com).

If the BOT wishes to alter the planned implementation of this project or make changes to the scope of work, the release of the RFP will be postponed until it can be revised according to the wishes of the BOT.



## REQUEST FOR PROPOSAL #2022-04 Lounge Outside Bar Project

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

ISSUE DATE: 04/11/2022

CONTACT: Stephanie Brown, District Clerk  
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 TUESDAY, 5/10/2022**

**PROPOSALS WILL BE OPENED AT 2:00PM ON  
WEDNESDAY, 5/11/2022**

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## SECTION I

### **INTRODUCTION**

Barefoot Bay Recreation District (hereinafter referred to as “BBRD”) is requesting sealed Proposals for “RFP No. 2022-04, Lounge Outside Bar Project.”

**PROPOSALS DUE DATE & TIME: Tuesday, May 10, 2022 at 4:30pm.** 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 4:30pm. 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 2pm on, Wednesday, May 11, 2022. The location of the opening will be the Administration Building Conference Room, 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, “RFP No. 2022-04, Lounge Outside Bar Project.” Proposer’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 not including all aspects of the requested work may be disqualified by the evaluation committee.

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.

Questions 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](mailto:sbrown@bbird.org). Questions received after May 03, 2022, 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. Material changes, if any, to the Proposals or procedures will only be transmitted by written addendum as posted on [www.bbird.org](http://www.bbird.org).

### **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” and the file will automatically download to your computer).

### **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](mailto: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 to this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing of 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

### **Background**

Barefoot Bay Recreation District (BBRD) operates a Food & Beverage Department out of multiple locations. The Lounge (located at 625 Barefoot Blvd.) is a stand-alone building located within a fenced pool area. Currently, during busy events, staff sets up a temporary outside bar to decrease lines at the to go window and inside the Lounge. Construction plans were developed by TLC to construct a permanent outside bar.

Proposers will need to plan to work within a specific footprint as another project is planned adjacent to the worksite that will require the removal of concrete and underground work (removal of a pool heater building and relation of the heater to outside the fenced area). Staff will illustrate the area of this other project during the required pre-submittal site inspection.

**SCOPE OF WORK**

The successful proposer will be responsible to obtain all required permits for the project. An electronic version of the construction plans (to be signed and sealed after award of contract) are available on [www.bbrd.org](http://www.bbrd.org).

A generalized summary of the project includes the following:

- Construct permanent 10'-10" x 13'-8" outside bar with metal roof
- Remove portion of existing slab for outside bar. All pavement to be patched to align with existing surfaces
- Relocate existing window and A/C door
- New infill masonry wall due to door & window removal
- Paint and patch wall due to new window and door
- Install and hook up commercial grade equipment per equipment schedule
- Install all necessary drainage
- Install beer chase system
- Existing bulk NuCo2 service is to be tied to beer dispensing unit
- Ensure proper power and wiring connections for Point of Sale system
- Install roll down security shutters
- All required permitting

Option A: All aspects of the construction plans minus the installation a beer chase system and plus the installation of a "True" direct draw beer dispenser (as designed to be a self-contained refrigerated keg box)

A performance bond is not required to be included in the proposal.

### 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	April 08, 2022
2	Publication Date	April 11, 2022
3	Advertisement	April 11, 2022 through May 10, 2022
4	Required Pre-Submittal Site Inspection	April 20, 2022, 10am-Noon or by appointment (kathymendes@bbrd.org)
5	Deadline for Written Questions	May 03, 2022
6	Responses/Addendum Issued	April 12, 2022 through May 04, 2022
7	Submission Deadline (RFP close date)	May 10, 2022 (4:30pm at the Administration Bldg. 625 Barefoot Blvd.)
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	May 11, 2022 (2:00pm Administration Bldg. 625 Barefoot Blvd.)
9	Evaluation Committee Meeting (interviews, if needed, otherwise review of proposals and vote to recommend award to Board of Trustees)	May 19, 2022 (1:00pm Administration Bldg. 625 Barefoot Blvd.)
10	Board of Trustees award of contract	June 09, 2022 (1:00pm, Bldg. D/E)

#### **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 June 09, 2022, or at a later meeting, the Board of Trustees will consider an agenda item regarding the award of a contract. The Board of Trustees has the final authority to award 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 will be 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 the 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 19 of the *Policy Manual* located at <http://bbrd.org/resident-relations> (click on “BBRD Policy Manual” and the file will automatically download to your computer).

**CRITERIA**

Proposals shall be evaluated based on the following information. Proposers are encouraged to use the last page of this RFP as part of 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 Brevard County
- b) Number of years company has worked in Florida
- c) A listing of sub-contractors (name, address, and contact number) who will work on the project, including engineers/design professionals
- d) A listing of comparable client references that are applicable to the scope of work outlined in this RFP, (i.e., client name, address, telephone number, contact person, description, size of the project, and contract amount)
- e) 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 the contract amount

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

Due to the seasonal nature of BBRD, as early a construction start date as possible is desired. Preference will be given to proposals with the earliest start dates and the shortest number of days of work.

**Cost Proposal: (50% X \_\_\_\_ ranking = maximum \_\_\_\_ points)**

Cost proposal shall be segregated per the 3 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 may be disqualified.

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

## SECTION IV

**REQUEST FOR PROPOSAL #2022-04  
Lounge Outside Bar Project****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 Brevard County: \_\_\_\_\_

Number of years company has worked in Florida: \_\_\_\_\_

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

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

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Prior work for Barefoot Bay Recreation District:

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**Anticipated start date and number of days of the project**Primary Proposal

Project costs: \_\_\_\_\_

Anticipated permit application date: \_\_\_\_\_

Anticipated Commencement of work date: \_\_\_\_\_

Number of workdays (excluding weekends): \_\_\_\_\_

Option A

\_\_\_\_\_

\_\_\_\_\_



The Chairman of the NRP BOT Sub-Committee shall be authorized to sign any proposed contracts for sale of BBRD owned properties acquired through the NRP (as recommended by the Community Manager or designee). Once a property is under contract for sale, the transaction shall be placed on the next regularly scheduled BOT meeting agenda for confirmation.

Any proceeds from sale of properties acquired through the NRP shall be added back into the NRP expenditure account via a budget amendment at the next available meeting after receipt of proceeds for said sale.

#### **Unacceptable Purchasing Practices**

The following practices are prohibited:

1. Purchase of a product or service prior to obtaining an approved purchase order.
2. Splitting purchase orders into smaller amounts for the purpose of avoiding the need for quotations, or formal bidding.
3. Specifying a purchase as a sole source when other sources, or substitute products or services are available.
4. Miscoding purchases to accounts in order to avoid having to process a budget transfer.

## **2.14 FORMAL SEALED BIDS (FOR PURCHASES OF ~~\$50,000~~75,000.00 OR MORE)<sup>39</sup>**

### **Competitive Procurements Process For Formal Bids**

Formal bids are written documents issued by the Department Heads, and approved by the Community Manager, inviting potential contractors to submit sealed, written pricing for specific goods or services in conformance with specifications, terms, conditions and other requirements described in the bid invitation documents. Formal bids shall be utilized to document procurements of goods and contractual services with an aggregate cost of ~~\$50,000~~75,000.00 or more.

Request for Proposals or Request for Qualifications (RFP's, RFQ's) are written documents issued by the Department Heads and approved by the Community Manager, inviting potential vendors to submit sealed proposals for specific professional services or goods in conformance with the scope of services, terms, conditions and other requirements described the RFP documents. RFP's are utilized for procurements of professional services or goods with an aggregate cost of ~~\$50,000~~75,000.00 or more. At the time of publication of the RFP/RFQ a copy shall be furnished to each member of the Board of Trustees.

RFQ's/RFP's for engineers/consultants will follow Sec. 287.055 F. S.

Request for Proposals/Qualifications. RFQ's/RFP's shall be publicly advertised as provided by law or otherwise.

### **Specific Procedures for Formal Sealed Bids/Quotes**

Bids/Quotes shall be opened in public at the date, time and place stated in the public notices. No bids shall be accepted after the time and date or at any location other than that designated for bid opening. Bids received late will be returned unopened. All quotes/bids received and accepted will be made available for public inspection ten (10) days after opening or upon recommendation of award, whichever occurs first as per Sec. 119.07 (3) (m), F.S.

A tabulation of all formal sealed bids/quotes received with the recommended award(s) will be available for public inspection in the main offices of the District during regular business hours no

later than (3) business days after a public opening. Vendors filing protest of award must do so as per the section titled, "Vendor Complaints and Disputes."

#### **Award of Bids**

For formal sealed bids/quotes, the user department shall submit a recommendation of award to the Community Manager prior to final award. On all procurements, to determine the lowest responsive and qualified quoter/bidder, the following will be considered:

1. The ability, capacity, equipment, and skill of the quoter/bidder to perform the contract
2. Whether the quoter/bidder can perform the contract within the time specified, without delay or interference
3. The character, integrity, reputation, judgment, experience and efficiency of the quoter/bidder
4. The quality of performance on previous contracts
5. The previous and existing compliance by the quoter/bidder with laws and ordinances relating to the contract
6. The sufficiency of the financial resources to perform the contract to provide the service
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required
8. The ability of the quoter/bidder to provide future maintenance and service
9. The number and scope of conditions attached to the quote/bid

#### **Waiver of Irregularities**

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

#### **Evaluation Committee**

An evaluation Committee, identified by the Community Manager prior to issuance of the RFP or RFQ, shall review all responses to the RFP or RFQ. The Board shall be advised of the membership of the committee at the time of the issuance of the RFP or RFQ.<sup>40</sup>

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 Chairman shall serve on the committee as non-voting members.<sup>41</sup>

The Committee should consist of an odd number of people to avoid a tie when selecting the awarded vendor. Selection committee meetings are subject to 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. 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.

The user department, in conjunction with the Community Manager shall select evaluation criteria (to include price whenever possible). Such criteria must be stated in the RFP. The user department may also assign a weight to each criterion by its relative importance, with the total weights equal to 100. If used, these weights will be assigned prior to issuance of the solicitation but may or may not be published in the solicitation. If unpublished, the weights will be revealed at the opening of the RFP unless otherwise directed within the RFP. If weights are not assigned, the RFP shall set for the relative importance of the factors in addition to price that will be considered in award. The intent of which is to provide a complete understanding on the part of all competitors of the basis upon which award will be made.

The user department/Community Manager shall issue and receive the RFP proposals. Committee members shall review the received proposals and independently score each proposal for each criterion. Price will be objectively scored, as shown, when applicable.

The lowest priced proposal receives the maximum weighted score for the price criteria. The other proposals should receive a percentage of the weighted score based on the percentage differential between the lowest proposal and the other proposals. All weighted scores are then multiplied by the maximum score available (i.e. 45%) to determine the total percentage awarded.

<u>VENDOR PRICE</u>	<u>% AWARDED</u>	<u>X</u>	<u>WEIGHT</u>	<u>=</u>	<u>WEIGHTED SCORE</u>
A \$20,000	(100 %)	X	45%	=	45
B \$25,000	(80%)	X	45%	=	36
C \$28,000	(71%)	X	45%	=	31

\*Vendor B's percentage is  $\$20,000/\$25,000 = 80\%$

\*\* Vendor C's percentage is  $\$20,000/\$28,000 = 71\%$

NOTE: Weighted Score shall be rounded to nearest whole number price evaluation and calculation may be revised to conform to the needs for each individual RFP selection committee. Each committee member shall then rank each vendor's score. A scoring sheet (Exhibit A) shall be completed by each voting committee member. The rankings are then added for each vendor and the vendor with the lowest sum of collective rankings is recommended for award. A ranking sheet (Exhibit B) compiling the ranking of each proposal shall be completed by the Community Manager and posted with the scoring sheets.

If oral presentations are requested and the vendors short-listed, the original rankings are eliminated and the process begins again. At a minimum, three (3) vendors should be short-listed. A summary of total scores and rankings will be prepared for the vendors after all members of the evaluation committee have reviewed and evaluated the written and, if required, oral presentations. A copy of all evaluation forms and notes completed by each evaluator must be maintained by the Community Manager for review and audit records. The Community Manager will prepare an agenda item for Board approval of the recommended award.

If fewer than three sealed and qualified proposals are received by the Evaluation Committee, by a majority vote the Evaluation Committee may request the Community Manager to seek non-sealed bids for comparative analysis or forward their recommendation for award of contract or (in the case of a RFQ) their recommended ranking order for staff to negotiate a contract to the Board of Trustees for their consideration.<sup>42</sup>

### **Vendor 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 following procedures are adopted:

#### **1. *Posting of Bid/RFP Award Notices***

No later than three (3) business days after a bid opening the Community or his/her designee shall post the intended award recommendation. If after posting the tabulation, the highest ranked vendor is found non-responsive to the specifications, the next highest vendor shall be

the intended award recommendation. The time for filing a protest will begin on the date of the notice of posting of intended award.

**2. *Posting of Formal Sealed Proposals***

No later than three (3) business days after the selection committee recommendations are finalized the Community Manager or his/her designee shall post the selection committee's rankings and recommended award for proposals.

**3. *Proceedings for Protest of Award***

Any bidder, quoter, or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Community Manager within five (5) business days of the posted award recommendation. The formal written protest shall reference the bid/quote/proposal number and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought. The Community Manager shall schedule the protest to be heard before the Board of Trustees prior to the Board's consideration of the intended award. The intended award vendor shall be given notice and an opportunity to be heard during the protest hearing. The Board of Trustees shall have the sole discretion to reverse any intended award on the basis of a protest; to require re-evaluation by the selection committee, or to take any other action as determined by the Board to be appropriate and responsive to the protest.

**4. *Stay of Procurement During Protests***

Failure to observe any or all of the above procedures shall constitute a waiver of the right to protest a contract award. In the event of a timely protest under the procedure, the District shall not proceed further with solicitation or with the award until a protest is resolved.

## **PART THREE. GENERAL RULES APPLICABLE TO DISTRICT FACILITIES**

### **3.0 GENERAL**

#### **Definitions:**

As used in these rules, the following terms shall have the following meanings:

"Amenity" shall mean something, such as a swimming pool or shopping center that is intended to make life more pleasant or comfortable for the people in a community.

"Associate Golf Membership" shall mean a golf membership that is available to non-residents of Barefoot Bay.

"Board" shall mean the Board of Trustee(s) of the Barefoot Bay Recreation District.

"BFBHOA" shall mean the Barefoot Bay Home Owners' Association.

"Cause" shall mean a violation of the rules or a violation of State, Local, or Federal law.

"Club or Social Club" shall mean a Club or Organization consisting of a majority of members who are residents of the Barefoot Bay Recreation District. Certified organizations intended to benefit Veterans or their families are not considered to be "clubs or social clubs."

"Delinquent" shall mean any fee or charge which is not paid by the defined date.

## Board of Trustees Meeting Agenda Memo

Date: Friday, April 8, 2022  
Title: **FY22 Budget Amendment: ADA Lifts for all three pools**  
Section & Item: 11.I  
Department: Administration, Finance  
Fiscal Impact: \$17,127  
Contact: Charles Henley, Finance Manager, John W Coffey, ICMA-CM, Community Manager  
Attachments: 220408 Resolution 2022-05 - FY22 Budget Amendment - ADA Lifts for Pools  
Reviewed by General Counsel: Yes  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

BOT consideration and approval of Resolution 2022-05

### Background and Summary Information

On September 28, 2021 the BOT approved the proposal for the installation of ADA lifts at all three pools using Fund Balance and instructed staff to prepare the required budget amendment.

Staff has prepared a budget amendment increasing the use of Fund Balance and increasing the R&M/Capital Department line-item ADA Lifts for Pools by \$17,127.

Staff recommends the BOT approve Resolution 2022-05 amending the FY22 Budget by increasing the R&M/Capital expenditure line item using Fund Balance.

**RESOLUTION 2022-05**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE BAREFOOT BAY RECREATION  
DISTRICT AMENDING RESOLUTION 2021-09;  
AMENDING THE BUDGET.**

**WHEREAS**, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2021-09, an operating Budget for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022; and

**WHEREAS**, the Board of Trustees is desirous of amending the previously adopted Budget; and

**WHEREAS**, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2021/22:

An Amendment in the amount of \$17,127 to be deducted from Fund Balance.

An Amendment in the amount of \$17,127 to be added to R&M/Capital expenditure line-item ADA Lifts for Pools.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE  
BAREFOOT BAY RECREATION DISTRICT, BREVARD COUNTY FLORIDA:**

**Section 1.** The amendment shall be made to the operating Budget for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022.

**Section 2.** The Community Manager and the Finance Manager are directed to adjust FY 2021/22 Adopted Budget.

**Section 3.** This resolution shall become effective immediately upon adoption.

The foregoing Resolution was moved for adoption by Trustee \_\_\_\_\_. The motion was seconded by Trustee \_\_\_\_\_ and, upon being put to a vote, that vote was as follows:

Chairman, Michael Maino  
Trustee, Bruce Amoss  
Trustee, Hurrol Brinker  
Trustee, James Nugent  
Trustee, Michael Morrissey

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 8<sup>th</sup> day of April, 2022.

**BAREFOOT BAY RECREATION DISTRICT**

By: \_\_\_\_\_



Return to: Barefoot Bay Recreation District  
625 Barefoot Boulevard  
Barefoot Bay FL 32976-7305

Michael Maino,  
CHAIRMAN

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Hurrol Brinker,  
SECRETARY

## Board of Trustees Meeting Agenda Memo

Date: Friday, April 8, 2022  
Title: **FY22 Budget Amendment: NRP Sales Proceeds**  
Section & Item: 11.J  
Department: Administration, Finance  
Fiscal Impact: \$43,100  
Contact: Charles Henley, Finance Manager, John W Coffey, ICMA-CM, Community Manager  
Attachments: 220408 Resolution 2022-06 - NRP Sales Proceeds Budget Amendment  
Reviewed by General Counsel: Yes  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

BOT approval of increasing the budget for the NRP Program by the \$43,100 in revenue received from the sale by auction of lots previously purchased through the NRP.

### Background and Summary Information

Beginning in FY16, the BOT has budgeted annually monies for the acquisition of distressed properties, the removal of the homes and the sale of the property to stabilize and revitalize neighborhoods in decline. On July 25, 2017, the Neighborhood Revitalization Program BOT Sub-Committee was established by the BOT.

An auction to divest BBRD of the acquired properties was scheduled to occur February 22, 2022 through February 25, 2022: the results of which are listed in the table below:

Description	Buyer	High Bid	Fees	Net Payment
413 Plover Drive, Barefoot Bay, FL 32976	Rebecca Sweet	\$18,900	\$0.00	\$18,900
416 Barefoot Blvd., Barefoot Bay, FL 32976	Troy Douglas	\$24,200	\$0.00	\$24,200
				<u>\$43,100</u>

Staff recommends the BOT approve Resolution 2022-06 increasing the budgeted Proceeds from the Sale of Assets by \$43,100 and increasing the NRP program budget by \$43,100.

**RESOLUTION 2022-06**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE BAREFOOT BAY RECREATION  
DISTRICT AMENDING RESOLUTION 2021-09;  
AMENDING THE BUDGET.**

**WHEREAS**, the Barefoot Bay Recreation District Board of Trustees adopted Resolution 2021-09, an operating Budget for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022; and

**WHEREAS**, the Board of Trustees is desirous of amending the previously adopted Budget; and

**WHEREAS**, the Board of Trustees has ascertained that the following amendments are necessary to provide for the operation of the District for the Fiscal Year 2021/22:

An Amendment in the amount of \$43,100 to be added to the Proceeds Sales of Fixed Assets revenue line item in the R&M Capital Department.

An Amendment in the amount of \$43,100 to be added to Neighborhood Revitalization Program expenditure line item in the R&M Capital Department Budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT, BREVARD COUNTY FLORIDA:**

**Section 1.** The amendment shall be made to the operating Budget for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022.

**Section 2.** The Community Manager and the Finance Manager are directed to adjust FY 2021/22 Adopted Budget.

**Section 3.** This resolution shall become effective immediately upon adoption.

The foregoing Resolution was moved for adoption by Trustee \_\_\_\_\_. The motion was seconded by Trustee \_\_\_\_\_ and, upon being put to a vote, that vote was as follows:

Chairman, Michael Maino  
Trustee, Bruce Amoss  
Trustee, Hurrol Brinker  
Trustee, James Nugent  
Trustee, Michael Morrissey

The Chairman thereupon declared this Resolution Done, Ordered, and Adopted on this 8<sup>th</sup> day of April, 2022.

**BAREFOOT BAY RECREATION DISTRICT**

Return to: Barefoot Bay Recreation District  
625 Barefoot Boulevard  
Barefoot Bay FL 32976-7305

By:

\_\_\_\_\_  
Michael Maino,  
CHAIRMAN

\_\_\_\_\_  
Hurrol Brinker,  
SECRETARY



## Barefoot Bay Recreation District

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

Phone 772-664-3141

Fax 772-664-1928

**Memo To:** Board of Trustees

**From:** John W. Coffey, Community Manager, ICMA-CM

**Date:** April 08, 2022

**Subject:** Manager's Report

### District Clerk

**Future Special Meeting/workshop dates/time confirmation** – since the majority of the BOT prefers daytime meetings/workshops, staff requests confirmation of the following meetings/workshop schedule. Alternate dates/times are provided in parenthesis)

- April Townhall scheduled for April 19th at 7pm (Alternate date would be April 28th at 9am)
- October Townhall scheduled for 10/4/22 at 7pm (Alternate date would be 10/6/22 at 9am, 10/20/22 at 9am or 10/26 at 9am)
- Budget Workshop scheduled for 5/5/22 at 7pm (alternate time is 9am on the same day or 5/18/22 at 9am or 5/19/22 at 9am)
- All other meetings/workshops are currently scheduled during the daytime for the balance of calendar year 2022.

### Finance

- **Workers Compensation Premium Refund** – BBRD received a \$1,901 refund from FMIT after staff disputed the results of the Workers Comp. audit which resulted in an erroneous bill of \$4,367, a net saving to BBRD of \$6,268. The reader should note that the WC Audit and subsequent dispute were completed simultaneously with the Financial Statement Audit.

### Resident Relations

#### **ARCC Meeting 03/15/2022**

- 1 Old Business – approved
- 22 Consent Items – approved
- 12 Other Items – 1 approved w/stipulations, 2 denied, and 9 approved

#### **ARCC Meeting 3/29/2022**

- 18 Consent Items – approved
- 13 Other Items – 1 tabled for additional drawings, 1 denied, 5 approved w/stipulations, and 6 approved

**Next ARCC Meeting**

- Is scheduled for April 12<sup>th</sup> at 9am in the Administration Conference Room

**VC Meeting 3/11/2022**

- 2 Cases came into compliance prior to the meeting
- 1 Case DOR is working with the homeowner
- 1 Case tabled by the Committee to work with the homeowner
- 3 Cases found to be in violation

**VC Meeting 3/25/2022**

- 2 Cases – came into compliance prior to the meeting.
- 1 Case – DOR is working with the homeowner.
- 8 Cases – found to be in violation

**VC Meeting 4/08/2022**

- 13 Cases to be presented

**Next VC Meeting**

- Is scheduled for April 22nd at 10am in Bldg. D/E

**DOR Enforcement Special Magistrate Hearing** (appeal of social membership suspension): A homeowner's request for an appeal of her one-year social membership suspension will be held on Wed., Apr. 20th, Bldg. D/E at 10am. Although the hearing is open to the public, testimony or comments by any member of the public may be heard after the conclusion of the public hearing. The Special Magistrate (Morris Richardson, City Attorney of West Melbourne) will have ten days following the hearing to issue his written finding of facts.

**March's Interesting Facts**

- 57 Homes sold
- 46 New Homeowner orientations were given
- 80 Residents were in attendance

**Food & Beverage**

- Dress up in your sock hoppin', 60's rockin' outfits at the **Rock 'n Roll Doo Wop show** on April 16th from 7-10pm for a chance to win Best Dressed at the event.
- A "Cinco de Tres" buffet will be available at Karaoke on May 3rd from 5-7pm. This event will kick off Taco Tuesday once again lakeside of Lounge.
- A Mother's Day Brunch will be held from 10am-1pm on Mother's Day Lakeside of the Lounge. A variety of breakfast and lunch items, a carving station and pastry will be offered. Royal Ink will perform during brunch from 10am-1pm on the stage and the Bobby Coleman Band will once again be back in the Bay for Street Dance from 2-6pm.

Flyers with all the details are posted.

**Property Services**

- Completed the rebuild of the entrance boards at the Softball Field



- Repaired loose pavers at the Pools
- Repaired and tightened the ladders at Pool #2
- Repaired Pool #1 heater
- Completed the install of the new restroom trailer
- Installed new lighting at the restroom trailer
- Prepped the Building A for grand opening ceremony
- Cleaned up old excess clay at the softball field
- Addressed ceiling leak in the shower at Pool #1
- Ran additional power for the new POS in Building A kitchen
- Serviced various equipment
- Serviced the RV lot gates
- Continued to solicit bids for various projects

#### Golf-Pro Shop

- Picnic Area scoreboard: completion expected soon (electrical work and final inspection remaining), installation of picnic tables and concrete pads to follow
- The Girls Golfing Gala sponsored by the Martini League and Paradise Planners update
  - Raised over \$1,500 to support BBRD Jr. Golf Program
  - The Juniors want to send out a very big public “thank you so much!”
- Lake bank restoration began Wednesday, January 19th (estimated completion date is April 15th weather permitting)
- Bob Hill (#17 fairway) Complaint – reviewed options and will rope off out of bounds area unless other direction is provided by the BOT
- Easter Sunday April 17th
  - Golf Course Closes at 2pm
  - Last Cart out at 10am
- Greens Renovation #10 and Practice Green
  - April 4th: Initial turf chemical preparation
  - Growth inhibition will be seen within 5 to 7 days; however, turf will still be playable
  - Temporary green on Hole #10 will be put in play on Monday April 25th until duration of project completion