



**BAREFOOT BAY
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting
August 14, 2020 at 1:00 PM
Building D&E

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Presentations and Proclamations**
- 5. Approval of Minutes**
 - A. Minutes dated July 28, 2020
- 6. Treasurer's Report**
 - A. Treasurer's Report
- 7. Audience Participation**
- 8. Unfinished Business**
 - A. Phased Re-Opening Discussion
 - B. Resolution Calling for Referendum Election/Charter Spending Authority
- 9. New Business**
 - A. Shopping Center Roof Replacement RFP Evaluation Committee Recommendation
 - B. Moratorium on Formation of New Clubs/Organizations
 - C. 791 Falcon Drive (vacant land) Offer to Sell to BBRD
- 10. Manager's Report**
 - A. August 14th Community Manager's Report
- 11. Attorney's Report**
- 12. Incidental Trustee Remarks**
- 13. 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 (closed to the public)

July 28, 2020

7PM –Building D&E

Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on July 28, 2020 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 7PM.

Pledge of Allegiance to the Flag

Led by Mr. Loveland.

Roll Call

Present: Mr. Klosky, Ms. Henderson, Mr. Loveland, and Mr. Compton. Also, present, John W. Coffey, ICMA-CM, Community Manager, Cliff Repperger, General Counsel, Stephanie Brown, District Clerk, Matt Goetz, Property Services Manager. Mr. Maino was excused.

Presentations and Proclamations

None.

Approval of Minutes

Mr. Loveland made a motion to approve the minutes dated July 16, 2020. Second by Mr. Compton. Motion passed.

Treasurer's Report

Ms. Henderson made a motion to approve the Treasurer's Report for July 28, 2020 as read. Second by Mr. Compton. Motion passed.

Audience Participation

Mr. Coffey read a letter by Richard Schwatlow-636 Marlin Circle-who commented on prior discussions of the park area behind the shopping center, proposed medical clinic, beach restrooms.

John Althouse-487 Papaya Circle-spoke in favor of having a dog park in Barefoot Bay.

Unfinished Business

Phased Re-Opening Discussion

Mr. Coffey asked BOT for direction on any schedule or re-opening changes. Mr. Compton asked how many employees were tested for COVID-19. Mr. Coffey responded that 53 employees were tested, 52 tests came back negative and staff is still waiting on 1 test to come back.

Consensus of the Board to take no action for re-opening at this time.



BAREFOOT BAY RECREATION DISTRICT

New Business

DOR Violations

DOR Violation 19-004441 720 Barefoot Blvd

Mr. Compton made a motion to refer case #19-004441 720 Barefoot Blvd to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Ms. Henderson. Motion passed.

DOR Violation 20-000564 935 Oriole Circle

Ms. Henderson made a motion to refer case #20-000564 935 Oriole Circle to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Compton. Motion passed.

DOR Violation 20-000260 921 Laurel Circle

Ms. Henderson made a motion to refer case #20-000260 921 Laurel Circle to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Compton. Motion passed.

Leash Free Dog Park Presentation

Ms. Henderson introduced the Dog park Proposal made by resident Ms. Abel. Ms. Abel then gave an overview of the Dog Park proposal via the Conference Line.

Mr. Klosky voiced his disapproval of the dog park only being open to residents. He also not in favor of removing one amenity (Lawn Bowling) to replace another amenity. Mr. Klosky stated it is not in the current budget or the 5-year Capital Improvement Plan. Mr. Compton expressed his praise for the research that Ms. Abel did on the dog park proposal. Mr. Compton spoke in favor of the dog park and turning the proposal over to BBRD staff for further review. Mr. Loveland spoke in favor of having dog park, but he was not in favor of the location listed in the proposal. He also voiced his disapproval of removing one amenity to replace it with another amenity. Mr. Loveland asked about any liabilities that BBRD would possibly incur and if it could be limited to Barefoot Bay residents only. Mr. Repperger responded that the dog park would have the same potential liabilities (lawsuits) as any other amenity in Barefoot Bay. He also stated that the dog park would have to be open to the public, as with all other amenities in Barefoot Bay.

BOT consensus to set up a workshop to discuss the Dog Park proposal further.



BAREFOOT BAY RECREATION DISTRICT

Manager's Report

Resident Relations

ARCC Meeting 7/21/20

- 22 Consent items - approved
- 6 Other items – 4 approved, 1 denied, and 1 tabled
- 5 Old Business (permit extensions approved)

ARCC Meeting 8/4/20 agenda

- 19 Consent items
- 9 Other items

Next ARCC Meeting

- Is scheduled for 9am on 8/25/20

Violations Committee Meeting 7/24/20

- 30 cases were on the agenda
- 20 came into compliance prior to the meeting
- 10 were found in violation

Next Violations Committee Meeting

- Is scheduled for 10am 8/24/20

Golf-Pro Shop

- Golf Course Closures
 - Aerification: August 3rd (back nine & putting green)
 - Aerification: August 4th (front nine & range)
 - Voting in D/E: August 18th (entire course)
- Irrigation System Design and Engineering
 - Seeking additional quotes
- Men's League season is on summer break
 - Official play will resume October 7th
 - Golfers can reserve their own tee times to play during break
- Sunday AM Scramble group has started playing again on a tee time basis
 - Social Distancing is still number 1 priority
 - No Shotgun starts



BAREFOOT BAY RECREATION DISTRICT

- All tee times
- Contact Joanne Beyer for rules, or if interested

Property Services

- Made repairs to the Guinther bypass trail after heavy rainfall
- Continued to lay brick border at the Miniature Golf project
- Began the install of a water fountain at Miniature Golf
- Continued work on the East Lake path
- Revised all staff schedules to isolate employees to specific amenities/zones (to decrease likelihood of further widespread COVID-19 exposure closures)
- Dropped off and picked up the Bobcat from repairs
- Coordinated review of draft elements of the Lounge/Lakeside construction drawings with the Food & Beverage Manager
- Met with a representative of Little Theater to review the proposal for the Building A sound system
- Addressed all current DOR violations
- Continued soliciting bids for various projects

General Information

- The department managers and I participated in a tabletop emergency management exercise simulating a category 4 Hurricane "Harley" impacting BBRD to review coordination efforts and sharpen responses for the next time we must activate the plan.

Attorney's Report

Mr. Repperger stated that he is on target for all expected filings for DOR cases, Blissful Things case included. Cases added will be placed on the August filings. Referendum is on the County Commission agenda for August 4, 2020.

Incidental Trustee Remarks

Mr. Loveland stated that the Miniature Golf course is coming along great and expressed his gratitude to Property Services staff. He also reminded residents that the polling location is now in Building D/E instead of Building A. Mr. Loveland gave information about the upcoming Cancer Walk.

Mr. Compton spoke in favor of giving conference line instructions to residents. He asked if there will be other location options for clubs that use building A due to the upcoming construction. Mr. Coffey responded that social distancing may still need to be considered due to COVID-19. Mr. Compton asked if COVID-19 is not a factor, could clubs use tents. Mr. Coffey responded that tents could be one option.

Mr. Klosky expressed his gratitude to Property Services for all the work being done to get projects complete.



BAREFOOT BAY RECREATION DISTRICT

Adjournment

The next meeting will be on August 14, 2020 at 1pm in Building D/E

Ms. Henderson made a motion to adjourn. Second by Mr. Compton. Mr. Klosky adjourned.

Meeting adjourned at 8:25pm

Roger Compton, Secretary

Stephanie Brown, District Clerk

Barefoot Bay Recreation District

Treasurer's Report

August 14, 2020

Cash Balances in General Fund as of 8/6/20

Petty Cash

Total Petty Cash: \$ 2,500.00

Operating Cash in Banks

MB&T Operating Account

2,207,266.85

Total Operating Accounts: 2,207,266.85

Interest Bearing Accounts

SBA Reserve Account

698,353.64

Total Interest Bearing Accounts 698,353.64

Total Cash Balances in General Fund:

\$ 2,908,120.49

Total Daily Deposits and Assessments Received for 7/21 - 8/6/20

Daily deposits: \$ 62,488.68

Assessments received: -

Total Deposits Received \$ 62,488.68

Expenditures over \$5,000 for 7/21 - 8/6/20

Check Number	Vendor	Description	Check Amount
55770	Florida Power & Light Co	Electricity: 7/2020	7,266.34
55774	Health First Health Plans Inc	Employee Health Insurance: 8/2020	25,029.31
55776	Deere & Company	Custodian Cart 2020 Gator	8,387.92
55777	Next Generation Air & Heat Inc.	3 Ton Amana Package A/C Heat Shopping Center	5,992.00
55781	Special District Services, Inc	Management Fees: 7/2020	13,278.93
55793	Bobcat of Orlando	Bobcat Repairs	5,868.88
	Paychex	Net Payroll - PPE 7/19/2020	52,453.00
	US Treasury	Payroll Taxes - PPE 8/2/2020	8,090.05
	Paychex	Net Payroll - PPE 8/2/2020	52,684.54
Total Expenditures over \$5,000			<u>\$ 179,050.97</u>

Board of Trustees

Date: Friday, August 14, 2020
Title: **Phased Re-Opening Discussion**
Section & Item: 8.A
Department: Administration, District Clerk
Fiscal Impact: TBD
Contact: John W. Coffey ICMA-CM, Community Manager
Attachments: BBRD reopening timeline
Reviewed by
General Counsel: N/A
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Assessment of current conditions and consideration of further re-openings based on the conditions-based re-opening timeline.

Background and Summary Information

On May 8, 2020 the BOT reviewed the proposed conditions-based re-opening timeline and reached a consensus to re-open the beach, keep the pools closed, and revisit this issue at each meeting going forward. On May 26, 2020 the BOT approved the remainder of Phase 1 re-opening effective June 8, 2020.

On June 12, 2020, the BOT voted to move into Phase 2 with the following specific re-opening dates and conditions:

Monday, June 15th

- Pool #1 capacity will increase to 54 including staff
- Pool #3 capacity will increase to 27 people including staff

Wednesday, June 17th

- Group exercise programs will re-start at Pool #3
 - Lap swimmers 9-10am
 - Hydrotherapy 10:15-11:15am
 - Aquatic Exercise 11:30am-12:30pm

Friday, June 19th

- The Lounge will re-open with a capacity of 40 people including staff (hours of operations to be determined). Music, live entertainment, and street dances are still prohibited. Only prepackaged snack food will be available.

Monday, June 22nd

- Pool #1 Pavilion (capacity of 18) and Picnic areas (capacity of 29) will be open to use by reservation with the Calendar Coordinator
- The Administration Building will re-open to the public Monday through Thursday with an hour closure each day (Noon to 1pm) to clean and sanitize common areas
- Building D/E will re-open for residents' use (by reservations only) with a capacity of 35 people, including staff

Friday, June 26th

- The 19th Hole will re-open with a capacity of 34 people including staff. The kitchen will remain closed, however, a daily snack special and grab and go items will be available (hours of operations to be determined). Pasta Night continues to be suspended.

On Friday, June 26th the state suspended the operations of bars and night clubs, thereby closing BBRD's Lounge and

19th Hole indefinitely.

The following information (in italic) was contained within the May 8, 2020 agenda memo.

Due to the impact of the Coronavirus pandemic, Chairman Klosky and staff incrementally closed amenities and buildings starting on March 16th in accordance with state and federal guidelines and executive orders. Staff developed the attached conditions-based re-opening timeline that is based on the 3-phase re-opening guidance from the White House last month and being followed loosely by Governor DeSantis. Readers should infer any specific dates and should understand the proposed timeline is not meant to be rigidly implemented but was developed to provide a transparent means of the multi-steps staff will take in re-opening specific amenities and buildings.

The likelihood of subsequent spikes in infections in Florida and/or Brevard County may necessitate the temporary reversal of openings (i.e. restricting or closing specific amenities/buildings that were in one of the early phases of re-opening. Additionally, the public should not confuse BBRD phases with elements of phases identified by national, state or local leaders. While the four-phase proposal for BBRD is built upon the White House's three-phase proposal, the overwhelming number of residents who fall within the "vulnerable population" category requires a more cautious and graduated approach in re-opening to ensure maximum personal protection from the spread of the virus to staff and the public. Hence, staff developed the attached conditions-based timeline for re-openings in an attempt to provide maximum use of facilities while following guidelines to ensure the safety of residents, guests and staff.

Lastly, the reader should clearly understand that staff will not under any circumstances make the decision to re-open specific amenities/buildings without direct BOT approval in a public meeting. Most people understand the diverse range of opinions in BBRD regarding closures and re-opening and it is simply poor public policy for staff to make a decision (which will be poorly received by one side or the other in this issue) and then flood the individual Trustees with complaints and attend the next scheduled BOT meeting to seek a reversal of staff's actions. The BOT by pre-approving all re-openings will allow the public to participate in the initial decision-making process rather than seek to the BOT to later reverse a decision by staff.

A Conditions Based “Reopening BBRD” Timeline

The following BBRD re-opening timeline is conditions based. No specific dates are included or inferred. BBRD phases shall not occur before the corresponding State of Florida phase and may begin well after the similarly number State phase due to the demographical nature of BBRD residents. The following is meant to communicate the planned re-opening of BBRD facilities to the public. In the case of resurgence of coronavirus infections in Brevard County, closures and/or limitations of services/amenities will be in reverse order. Implementation of specific elements may be staggered depending upon conditions and staff. The Community Manager will not implement any of the phased openings without explicit BOT consent at a public meeting.

Phase 1

- Assumes continuation of 6 feet social distancing in groups of 10 or more
- The public will be given 3-7 days’ notice of re-opening which shall only occur on a Monday, Tuesday, Wednesday or Thursday.
- All employees will be provided personal protective equipment and hand sanitizers. Their use is optional and not mandatory. Those requesting additional personal measures will be accommodated when feasible.
- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- 2 pools can re-open with reduced capacity and additional pool hosts
 - Pools #1 and #2 have work to be performed this summer. Each pool will be closed for the duration of the work while the other one will be open.
 - Residents/guests will have their temperatures taken prior to entrance into the pools. Entrance will be denied for those above the acceptable number
 - Capacity at pools will be the following:
 - #1: 27 people including staff
 - Pavilion, Picnic area, and Lakeside/behind the Lounge areas will remain closed
 - #2: 17 people including staff
 - #3: 17 people including staff
 - Residents/guests will be limited to 90 minutes at the pools if there is a waiting line
 - Group activities are prohibited
 - Furniture will be spaced according to social distancing guidelines
- Beach parking will re-open
- Golf Course will remain on reduced tee times and one person per cart rule (two members of the same household may ride in the same cart)
- Pro Shop will continue to operate in a limited capacity basis
 - Members will continue to check in with Player Assistant
 - Entry will be limited to official business only
 - A maximum of 10 occupants and practiced social distance
 - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
- Administration Building remain closed to the public
- Lounge and 19th Hole remain closed
- Meeting rooms remain closed

Phase 2

- Assumes continuation of social distancing and an increase in the number of people in groups exempt from guideline
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday.
- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- A maximum of two pools will be open
 - Restrictions on capacity will be relaxed to "moderate" but not eliminated
 - Capacity at pools will be the following:
 - #1: 54 people including staff (excluding other areas listed below)
 - Pavilion: 18 people (reservations only)
 - Picnic area: 29 people (reservations only)
 - Lakeside/behind the Lounge areas will be open but will not have its own capacity (i.e. folks from the pool and Lounge can go there but there will be limited furniture set out)
 - #2: 27 people including staff
 - #3: 27 people including staff
 - Residents/guests will be limited to 90 minutes at the pools if there is a waiting line
 - Group activities are prohibited
 - Furniture will be spaced according to social distancing guidelines
- Golf Course will remain on reduced tee times and one person per cart rule (two members of the same household may ride in the same cart)
- Pro Shop will continue to operate in a limited capacity basis
 - Members will continue to check in with Player Assistant
 - Entry will be limited to official business only
 - A maximum of 10 occupants and practiced social distance
 - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
- Administration Building re-open Monday through Thursday with a one-hour closure mid-day for sanitizing public areas
- Lounge and 19th Hole will open under the following conditions
 - Reduced capacity and limited hours of operations
 - Lounge: (30% capacity or 40 people including staff)
 - 19th Hole (30% capacity or 34 people including staff) (Chairs will not be available on the porch)
 - Staff at each site to ensure proper social distancing and that capacity is not exceeded
 - No live music or entertainment
 - Lounge will only serve beverages and pre-packaged snacks
 - 19th Hole will not have kitchen service. Very basic food items will be available on a limited basis (items that do not require a cook in the kitchen during service).
 - No Street Dances, Pasta Night or catering
- Meeting rooms remain closed with exception of Building A
 - Use of Building A will be limited to 50 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded

Phase 3

- Assumes continuation of social distancing and further increase in the number of people in groups exempt from guideline
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday.

- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- A maximum of two pools will be open
 - Restrictions on capacity will be relaxed to “light” but not eliminated
 - Capacity at pools will be the following:
 - #1: 108 people including staff (excluding other areas listed below)
 - Pavilion: 37 people (reservations only)
 - Picnic area: 59 people (reservations only)
 - Lakeside/behind the Lounge areas will be open but will not have its own capacity (i.e. folks from the pool and Lounge can go there but there will be limited furniture set out)
 - #2: 37 people including staff
 - #3: 37 people including staff
 - Residents/guests will be limited to 90 minutes at the pools if there is a waiting line
 - Group activities are allowed if proper social distancing is followed. Staff shall have discretion to halt specific group activities if proper social distancing is not followed.
 - Furniture will be spaced according to social distancing guidelines
- Golf Course will remain on reduced tee times and one person per cart rule will be relaxed (two people can ride in a single cart but golfers will have the option of riding separately if they elect)
- Pro Shop will continue to operate in a limited capacity basis
 - Members will continue to check in with Player Assistant
 - Entry will be limited to official business only
 - A maximum of 10 occupants and practiced social distance
 - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
 - All picnic tables outside of the 19th Hole will be reinstalled and available for use with a maximum of 24 individuals allowed seated
- Administration Building remains open Monday through Thursday with a one-hour closure mid-day for sanitizing public areas
- Lounge and 19th Hole remain open under the following conditions
 - Relaxed reduced capacity and limited hours of operations
 - Lounge: (50% capacity or 60 people including staff)
 - 19th Hole (50% capacity or 51 people including staff) (Chairs will not be available on the porch)
 - No live music or entertainment
 - Lounge will only serve beverages and pre-packaged snacks
 - 19th Hole will not have kitchen service. Very basic food items will be available on a limited basis.
 - No Street Dances, Pasta Night or catering
- Meeting rooms usage
 - Use of Building A will be limited to 75 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded.
 - Use of Building D/E will be limited to 50 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded.
 - Building C, Pool Room and Administration Conference Room will remain closed.

Phase 4

- Assumes an end to social distancing
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday. Implementation of specific elements may be staggered depending upon conditions and staff.
- All pools will be open
 - Capacity at pools will be the following:
 - #1: 509 including staff in all areas within metal fencing excluding the inside of buildings
 - #2: 54 people including staff
 - #3: 54 people including staff
- Golf Course will go back to standard tee times and two-person per cart rule
 - Picnic tables will resume full capacity
- Pro Shop will resume normal operating procedures
- Administration Building resumes normal hours of operations
- Lounge and 19th Hole resumes full indoor capacity, regular hours of operations and live music and entertainment
 - Lounge:
 - 119 capacity including staff
 - Lounge will only serve beverages and pre-packaged snacks (lunch permanently discontinued)
 - 19th Hole
 - 102 capacity including staff
 - 19th Hole will resume kitchen service
 - Seating will be available on the porch
 - Street Dances, Pasta Night and Catering will resume when demand is present and events are profitable
- Meeting rooms usage
 - All rooms are open
 - Staff for crowd monitoring will be limited to Music Bingo and other events as needed.

Board of Trustees

Meeting Agenda Memo

Date: Friday, August 14, 2020

Title: **Resolution Calling for Referendum Election/Charter Spending Authority**

Section & Item: 8.B

Department: Administration

Fiscal Impact: Costs of Referendum Ballot Preparation, Drafting, and Translation

Contact: Cliff Repperger, General Counsel, General Counsel, John W. Coffey ICMA-CM, Community Manager

Attachments: Draft BBRD Resolution Regarding Charter Amendment Referendum on November 3 2020

Reviewed by

General Counsel: Yes

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



Requested Action by BOT

Consider approval of a Resolution calling for a Referendum Election to be held in conjunction with the General Election on November 3, 2020.

Background and Summary Information

In 2007, the Florida Legislature passed HB 1157(2007-293, Laws of Florida) authorizing an increase in the BBRD Charter expenditure limitation as provided in Article IV, Section 13 of the BBRD Charter from \$25,000 up to \$125,000.

Referendum initiatives were placed on the ballots in 2007 (\$125,000), 2011 (\$75,000), and 2014 (\$75,000), and each prior initiative failed to gain required approval by the registered electors of the District.

On June 10, 2020, the Board of Trustees authorized the drafting of a resolution calling for a referendum election to be held in conjunction with the General Election on November 3, 2020 to be sent to the Board of County Commissioners for consideration/adoption proposing an increase to a maximum of \$50,000.

On August 4, 2020, the Board of County Commissioners tabled the consideration of the proposed resolution to September 3, 2020. The deadline for ballot language to be provided to the Supervisor of Elections is August 17, 2020. The attached revised resolution provides for the BBRD Board of Trustees' authority to adopt the same. The County Commission's approval of an Ordinance will still be required if the measure is approved by the registered electors of the District. Adoption of the revised resolution will allow the proposed ballot language to be sent to the Supervisor of Elections prior to the August 17, 2020 deadline.

The Supervisor of Elections Office has advised that ballot preparation costs could be applied if the referendum causes the ballot to exceed its current page limit. Also, a Spanish language translation fee of approximately \$100.00 will apply.

Hence, staff recommends the BOT approve Resolution 2020-xx calling for a referendum election to be on the November 3, 2020 ballot and sending the resolution to the Supervisor of Elections Office.

RESOLUTION 2020-_____

A RESOLUTION OF BAREFOOT BAY RECREATION DISTRICT, FLORIDA CALLING A REFERENDUM ELECTION ON NOVEMBER 3, 2020 ON THE QUESTION OF WHETHER THE CHARTER OF THE BAREFOOT BAY RECREATION DISTRICT SHOULD BE AMENDED TO AUTHORIZE THE BAREFOOT BAY RECREATION DISTRICT BOARD OF TRUSTEES TO ENTER INTO CONTRACTS INVOLVING THE PURCHASE, LEASE, CONVEYANCE OR OTHER MANNER OF ACQUISITION OF COMMON REAL OR TANGIBLE PERSONAL PROPERTY WHERE THE COST, PRICE, OR CONSIDERATION FOR SUCH ACQUISITION DOES NOT EXCEED \$50,000 WITHOUT A TWO-THIRDS VOTE OF THE BOARD OF TRUSTEES AND REFERENDUM APPROVED BY THE ELECTORS OF THE DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR RESOLUTION. This resolution is adopted pursuant to the authority of the **BOARD OF TRUSTEES OF BAREFOOT BAY RECREATION DISTRICT** pursuant to Section 418.30, Florida Statutes, Section 101.161, Florida Statutes, and Section 100.342, Florida Statutes regarding amendment of the charter of a Mobile Home Recreation District, and any other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby found and determined as follows:

A. A Charter has been adopted for the Barefoot Bay Recreation District entitled “Charter of the Barefoot Bay Recreation District” (Brevard County Ordinance 84-05, which has been subsequently been amended by Ordinance 96-53, Ordinance 08-03, Ordinance 12-01, and Ordinance 18-22 adopted by the Board of County Commissioners of Brevard County).

B. The Barefoot Bay Recreation District Board of Trustees, has proposed certain amendments to the “Charter of the Barefoot Bay Recreation District;”

C. Section 418.30, Florida Statutes requires proposed amendments to a recreation district charter to be approved by a vote of the electors of the District and subsequently incorporated into an ordinance of the county or municipality which established said District;

D. The general election to be held on November 3, 2020, is an appropriate and desirable date for the conduct of a concurrent referendum election;

E. All things required to be done prior to the calling of a referendum election on the question of amending the Charter of the Barefoot Bay Recreation District have been done and it is now desirable to call the necessary referendum election.

F. In addition to the above, Chapter 2007-293 (House Bill No. 1157) authorizes the Board of Trustees of Barefoot Bay Recreation District to call for a referendum election for the purpose of proposing an amendment to Article IV, Section 13 of the Charter of the Barefoot Bay Recreation District to the registered electors of Barefoot Bay Recreation District.

G. Article IV, Section 13 of the Charter of the Barefoot Bay Recreation District and Fla. Stat. Sec. 418.304 (13) authorizes the Board of Trustees of Barefoot Bay Recreation District to call for referendum elections regarding issues related to spending initiatives for the Board of Trustees of Barefoot Bay Recreation District.

SECTION 3. REFERENDUM ELECTION. A referendum election is hereby called and ordered to be held concurrently with the general election to be held on November 3, 2020, to determine whether or not the amendment recited in Section 6 below to the Charter of the Barefoot Bay Recreation District shall be approved.

SECTION 4. NOTICE OF REFERENDUM ELECTION. This resolution shall be published twice in full as part of the Notice of Referendum Election, together with a notice in substantially the form attached hereto as Exhibit "A," in *Florida Today*, a newspaper of general circulation in the Barefoot Bay Recreation District. The publication shall be made by the Clerk to the Barefoot Bay Recreation District Board of Trustees at least thirty (30) days prior to the election; once in the fifth week and once in the third week prior to the week in which the election is to be held.

SECTION 5. PLACES OF VOTING, INSPECTORS, CLERKS. The polls will be open at the voting places on the date of such referendum election during the hours prescribed by law. All qualified electors shall be entitled and permitted to vote at such referendum election on the proposition provided below. The places of voting and the inspectors and clerk for the referendum election shall be those designated by the Supervisor of Elections of Brevard County, Florida.

SECTION 6. OFFICIAL BALLOT. The ballots to be used in the referendum election shall contain one question describing the proposed amendment to the Charter of the Barefoot Bay Recreation District, and shall be in substantially the following form:

BALLOT
Barefoot Bay Recreation District, Brevard County, Florida

NO. 1
BAREFOOT BAY RECREATION DISTRICT CHARTER AMENDMENT
ARTICLE IV. SECTION 13.

Shall the Barefoot Bay Recreation District Charter be amended to increase the Board of Trustees' common real or tangible personal property acquisition spending limit from \$25,000.00 to \$50,000.00?

YES (for approval)
NO (for rejection)

SECTION 7. CHARTER AMENDMENT. If approved by the registered electors of Barefoot Bay Recreation District, the Board of Trustees of Barefoot Bay Recreation District shall submit a proposed Ordinance amending Article IV, Section 13 of the Charter of the Barefoot Bay Recreation District to the Board of County Commissioners of Brevard County for adoption.

SECTION 8. PAYMENT OF REFERENDUM ELECTION EXPENSES. The Barefoot Bay Recreation District shall pay all lawful expenses associated with conducting the referendum election.

SECTION 9. VOTER REGISTRATION BOOKS. The Supervisor of Elections for Brevard County is hereby authorized and requested to furnish to the inspectors and clerks at each place where the votes are to be cast in such referendum election, applicable portions of the registration books or certified copies thereof showing the names of the qualified electors.

SECTION 10. ELECTION ADMINISTRATION. The referendum election shall be held and conducted in the manner prescribed by law and shall, as soon as practicable, be returned and canvassed in the manner prescribed by law. The result shall show the number of qualified electors who voted at such referendum election and the number of votes cast respectively for and against approval of the amendment. Upon certification in the manner prescribed by law, the results shall be recorded in the minutes of the Board of County Commissioners of Brevard County, Florida.

SECTION 11. ELECTION RESULTS. If the majority of the votes cast at such a referendum election shall be "Yes (for approval)", the amendment shall pass.

SECTION 12. SEVERABILITY. In the event that any work, phrase, clause, sentence or paragraph hereof shall be held invalid by any court or competent jurisdiction, such holding shall not affect any other word, clause, sentence or paragraph hereof.

SECTION 13. REPEALING CLAUSE. All resolutions or other actions of the Board of Trustees of Barefoot Bay Recreation District which are in conflict herewith are hereby repealed to the extent of such conflict or inconsistency.

SECTION 14. EFFECTIVE DATE. This resolution shall take effect 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 Joseph Klosky	_____
Trustee Michael R. Maino	_____
Trustee Roger Compton	_____
Trustee Randy Loveland	_____
Trustee Luann Henderson	_____

The Chairman thereupon declared this resolution duly passed and adopted this 14th day of August, 2020.

BAREFOOT BAY RECREATION DISTRICT

By: _____
JOSEPH KLOSKY, Chairman

Attest: _____
ROGER COMPTON, Secretary

EXHIBIT "A"

**NOTICE OF REFERENDUM ELECTION ON
AMENDMENTS TO CHARTER OF THE BAREFOOT BAY RECREATION DISTRICT**

Notice is hereby given that a referendum election shall be held to consider certain amendments to the Charter of the Barefoot Bay Recreation District. The referendum election shall be held on November 3, 2020, at which the questions described in the following resolution number 2020-_____ adopted by the Barefoot Bay Recreation District Board of Trustees, on the _____ day of _____ shall be submitted to the electors:

[RECITE RESOLUTION]

Board of Trustees Meeting Agenda Memo

Date: Friday, August 14, 2020

Title: **Shopping Center Roof Replacement RFP Evaluation Committee Recommendation**

Section & Item: 9.A

Department: R&M/Capital Projects

Fiscal: \$152,000.00

Impact:

Contact: Luann Henderson, Trustee, 2nd Chair, Matt Goetz, Property Services Manager, John W. Coffey ICMA-CM, Community Manager

Attachments : RFP Shopping Center Roof 12Jun20, MGM Contracting Inc SC roof proposal 16July20, The Roof Authority Inc SC roof proposal 16July20 part 1, The Roof Authority Inc SC roof proposal 16July20 part 2, SC Roof Replacement RFP bid opening sheet 16July20, July 16 2020 evaluation committee meeting minutes, July 23, 2020 evaluation committee meeting minutes, 519157 Additional Service-03 proposal NOT signed 16July20

Reviewed by

General

Counsel: N/A

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



Requested Action by BOT

Consideration of RFP evaluation committee recommendation.

Background and Summary Information

The Approved FY21-25 5-year Financial Model and Capital Improvement Plan has \$130,000 in “use of fund balance” allocated for FY20 for the replacement of the Shopping Center roof project which is comprised of the following elements:

- Removal of existing low sloped roof on Building 935 (larger of two buildings)
- Installation of a new flat roof and associated work on Building 935
- Replace and relocate the existing grease exhaust fan on Building 937 (smaller of two buildings)

On June 12, 2020, the BOT authorized the release of a Request for Proposal for the project. On July 16th, the evaluation committee met and opened the following bid:

\$152,000.00 MGM Contracting, Inc.

\$216,100.00 The Roof Authority, Inc.

On July 23rd, the evaluation committee met and made the following recommendation:

- Accept the proposal from MGM Contracting, Inc. as presented.

The reader should note the following facts:

- Due to the complexity of the project, staff recommends using TLC as construction administration services (response to permitting questions, response to vendor’s questions during the project, review of submittals/shop drawings, and one site inspection per discipline) in the amount of \$6,800.00

- Sufficient available contingency/fund balance is available to cover the budget overage.

Hence, staff recommends the BOT award contract for the Shopping Center Roof Replacement to MGM Contracting, Inc. in the amount of \$152,000.00.



REQUEST FOR PROPOSAL #2020-03

Shopping Center Roof Replacement Project

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

ISSUE DATE: 06/16/2020

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 WEDNESDAY, 07/15/2020**

**PROPOSALS WILL BE OPENED AT 10:00AM ON
THURSDAY, 07/16/2020**

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SECTION I

INTRODUCTION

Barefoot Bay Recreation District (hereinafter referred to as “BBRD”) is requesting sealed Proposals for **“RFP No. 2020-03, Shopping Center Roof Replacement Project.”**

PROPOSALS DUE DATE & TIME: Wednesday, July 15, 2020 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 10am on, Thursday, July 16, 2020. The location of the opening will be the Building D/E, 1225 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. 2020-03, Shopping Center Roof Replacement 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 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. Questions received after July 9, 2020 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.

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 this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing such action.*
- **Assignment and Binding Effect.** *The rights and obligations of the Contractor under this Agreement are personal. This Agreement may not be assigned or transferred in whole, or in part, by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective heirs and permitted successors and/or assigns.*
- **Severability.** *This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.*
- **Consents and Authorizations.** *By the execution of this Agreement, each party acknowledges and agrees that each such party has the full right, power, legal capacity and authority to enter into this Agreement, and the same constitutes the valid and legally binding agreement of each such party in accordance with the terms, conditions and other provisions contained herein.*

SECTION II

SCOPE OF WORK

A summary of desired work is provided below. Electronic copies of construction drawings can be downloaded at <https://www.bbrd.org/bids-and-proposals>.

The successful proposer will be responsible to obtain all required building permits for the project. A performance bond is required to be included in the proposal. Specific elements within the construction plans include:

- Removal of existing low sloped roof on Building 935 (larger of two buildings)
- Installation of a new flat roof and associated work on Building 935
- Replace and relocate the existing grease exhaust fan on Building 937 (smaller of two buildings)

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	June 15, 2020
2	Publication Date	June 16, 2020
3	Advertisement	June 6, 2020 through July 15, 2020
4	Required Pre-Submittal Site Inspection	June 30, 2020 10am-Noon or by appointment (mattgoetz@bbrd.org)
5	Deadline for Written Questions	July 8, 2020
6	Responses/Addendum Issued	June 8, 2020 through July 10, 2020
7	Submission Deadline (RFQ close date)	July 15, 2020 (4:30pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	July 16, 2020 (10:00am Bldg. D/E at 1225 Barefoot Blvd.)
9	Additional Evaluation Committee Meetings (Short listing, if needed, otherwise vote to recommend award to Board of Trustees)	July 23, 2020 (10:00am Bldg. D/E at 1225 Barefoot Blvd.)
10	Evaluation Comm. Interviews (if needed) and vote to recommend the top respondents to Board of Trustees	Date & Time TBD (no later than August 6, 2020)
11	Board of Trustees award of contract	August 14, 2020 (1:00pm, Bld. 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 August 14, 2020 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 weight of 30% equals 2.4 points).

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

WAIVER OF IRREGULARITIES:

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

PROPOSER COMPLAINTS & DISPUTES (PROTESTS):

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

CRITERIA

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

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

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

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

Due to the seasonal nature of BBRD, as early a construction start date as possible is desired. Preference will be given to proposals with the earliest start dates and to the shortest number of days of work. The contract will include liquidated damages of \$250 per day past the number of days stated in the contract. Additional time may be granted if circumstances outside the control of the contractor occur.

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

Cost proposal shall be segregated per the 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.

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

SECTION IV**REQUEST FOR PROPOSAL #2020-03**
Shopping Center Roof Replacement 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: _____

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

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

_____Prior work for Barefoot Bay Recreation District:

_____**Anticipated start Date and number of days of the project**

Permit application date: _____

Date of commencement of work: _____

Number of workdays (excluding weekends): _____



REQUEST FOR PROPOSAL #2020-03

Shopping Center Roof Replacement Project

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

ISSUE DATE: 06/16/2020

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

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SECTION I

INTRODUCTION

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

- **Relationship of Parties/Insurance.** *The parties hereby agree and intend that the relationship of Contractor to BBRD is that of an independent contractor. Contractor shall provide a copy of Contractor's Certificate of Liability, Workers Compensation, and Auto Insurance listing Barefoot Bay Recreation District as an additional insured in regard to Liability Insurance.*
- **Indemnity.** *The Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision.*
- **Control of Work.** *Contractor shall have sole control of the manner and means of performing the Services described in Paragraph 2 herein, and shall complete said Services by Contractor's own means and methods of work. Nothing in this Agreement will allow BBRD to exercise control or direction over the manner, means, or method by which Contractor provides the Services under this Agreement. Although Contractor shall control the method of performing services as provided herein, Contractor shall perform all work in a timely manner. Contractor shall permit BBRD personnel unlimited access to worksite to inspect quality of work and materials being used.*
- **Warranty.** *Contractor provides the following warranties:*
 - **Materials:**
 - TBD
 - **Workmanship of installation:**
 - TBD
- **Waiver.** *No waiver is enforceable unless in writing and signed by such waiving party, and any waiver shall not be construed as a waiver by any other party or as a waiver of any other or subsequent breach.*
- **Amendments.** *This Agreement may not be amended or modified unless by the mutual consent of all of the parties hereto in writing. All amendments or modifications shall be attached to this Agreement and made a part thereof.*
- **Indemnification:** *Contractor shall indemnify and hold harmless BBRD and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of Contractor, or anyone directly or indirectly employed by Contractor, or*

anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the BBRD, the cost of BBRD's legal defense as may be selected by BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided.

- BBRD shall indemnify and hold harmless Contractor and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of BBRD, or anyone directly or indirectly employed by BBRD, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, BBRD agrees to pay, on behalf of Contractor, the cost of Contractor's legal defense as may be selected by Contractor for all claims described in this paragraph. Such payment on behalf of Contractor shall be in addition to any and all legal remedies available to Contractor and shall not be considered to be Contractor's exclusive remedy. BBRD agrees that in no event shall Contractor be liable for any consequential, incidental, indirect, exemplary or special damages, whether in contract or in tort, in any action, in connection with any goods or services provided by Contractor. The parties acknowledge that specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.
- **Public Records.** All documents, maps, drawings, data and worksheets maintained by Contractor for BBRD under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes and shall be maintained as public records by Contractor. Upon request from the BBRD public records custodian, provide BBRD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowable under Florida Law. Contractor agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Contractor agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists and information which Contractor deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall Contractor acquire any interest therein. Contractor agrees that in the event of termination of this Agreement, Contractor shall promptly return at no cost to BBRD all public records documents, forms, contracts, lists and completed work or work in progress relating to the affairs of BBRD and any personal property of BBRD in Contractor's possession at the time of termination. Notwithstanding the foregoing, and in lieu of transferring public records back to BBRD at the termination of this Agreement, the Auditor may keep and maintain public records in accordance with Florida Law at the time of termination of this Agreement. Upon the transfer of public records from Auditor to BBRD at the time of termination of this Agreement, as provided for herein, duplicate public records that are exempt or confidential shall be destroyed by Auditor at the time of termination. If Auditor keeps and maintains public records upon termination of this agreement, the contractor shall meet all applicable state statutory requirements for retaining public records. Public records maintained by Auditor in an electronic format, shall be provided to BBRD in a format that is compatible with the information technology systems of BBRD at the time of termination. All title to supplies, records of any type whatsoever, equipment and furnishings shall remain the sole property of BBRD.
- **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE**

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772.664.3141, SBROWN@BBRD.ORG, BAREFOOT BAY RECREATION DISTRICT, 625 BAREFOOT BOULEVARD, BAREFOOT BAY, FL 32976

- **Governing Law, Venue, and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Brevard County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement and/or regarding any work performed pursuant this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing such action.
- **Assignment and Binding Effect.** The rights and obligations of the Contractor under this Agreement are personal. This Agreement may not be assigned or transferred in whole, or in part, by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective heirs and permitted successors and/or assigns.
- **Severability.** This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.
- **Consents and Authorizations.** By the execution of this Agreement, each party acknowledges and agrees that each such party has the full right, power, legal capacity and authority to enter into this Agreement, and the same constitutes the valid and legally binding agreement of each such party in accordance with the terms, conditions and other provisions contained herein.

SECTION II

SCOPE OF WORK

A summary of desired work is provided below. Electronic copies of construction drawings can be downloaded at <https://www.bbrd.org/bids-and-proposals>.

The successful proposer will be responsible to obtain all required building permits for the project. A performance bond is required to be included in the proposal. Specific elements within the construction plans include:

- Removal of existing low sloped roof on Building 935 (larger of two buildings)
- Installation of a new flat roof and associated work on Building 935
- Replace and relocate the existing grease exhaust fan on Building 937 (smaller of two buildings)

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	June 15, 2020
2	Publication Date	June 16, 2020
3	Advertisement	June 6, 2020 through July 15, 2020
4	Required Pre-Submittal Site Inspection	June 30, 2020 10am-Noon or by appointment (mattgoetz@bbrd.org)
5	Deadline for Written Questions	July 8, 2020
6	Responses/Addendum Issued	June 8, 2020 through July 10, 2020
7	Submission Deadline (RFQ close date)	July 15, 2020 (4:30pm) at the Administration Bldg. 625 Barefoot Blvd.
8	RFQ Opening and Evaluation Committee Meeting Date (Discussion & Review)	July 16, 2020 (10:00am Bldg. D/E at 1225 Barefoot Blvd.)
9	Additional Evaluation Committee Meetings (Short listing, if needed, otherwise vote to recommend award to Board of Trustees)	July 23, 2020 (10:00am Bldg. D/E at 1225 Barefoot Blvd.)
10	Evaluation Comm. Interviews (if needed) and vote to recommend the top respondents to Board of Trustees	Date & Time TBD (no later than August 6, 2020)
11	Board of Trustees award of contract	August 14, 2020 (1:00pm, Bld. 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 August 14, 2020 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 weight of 30% equals 2.4 points).

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

WAIVER OF IRREGULARITIES:

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

PROPOSER COMPLAINTS & DISPUTES (PROTESTS):

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

CRITERIA

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

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

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

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

Due to the seasonal nature of BBRD, as early a construction start date as possible is desired. Preference will be given to proposals with the earliest start dates and to the shortest number of days of work. The contract will include liquidated damages of \$250 per day past the number of days stated in the contract. Additional time may be granted if circumstances outside the control of the contractor occur.

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

Cost proposal shall be segregated per the 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.

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

SECTION IV

REQUEST FOR PROPOSAL #2020-03

Shopping Center Roof Replacement Project

Contact Information

Company Name: MGM CONTRACTING INC
 Address: 1121 PEACHTREE ST, COCOA FL 32922
 Point of Contact (name): MARK HALL
 Telephone Number: 321 639 6365
 E-mail address: mgm MARK @ CFL.PR.COM
 Person authorized to submit proposal (name and title): MARK HALL operations mN612
 Signature of person listed immediately above: [Signature]
 Date: 7-13-20

Experience and References

Number of years company has worked in Brevard County: 26
 Sub-contractors to be used on project (name, address, telephone number):

N/A

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

1. SIM WILLARD - COCOA SUNRISE TRACT, WINTER PARK CONSTRUCTION 221 CIRCLE DR, MAITLAND FL 32751 (407-461-1422)
2. KATHY STILSON PERLEY - HARRIS L3, BRPH 5700 N. NARBORN CITY BLVD. STE 900 MELBOURNE, FL 32940 (321-751-3033)
3. BERAT AKKAYA - CORE CONSTRUCTION - ASTRONAUT HIGH SCHOOL 617 N. MAGNOLIA AVE. ORLANDO, FL 32801 407-579-1390

Prior work for Barefoot Bay Recreation District:

N/A

Anticipated start Date and number of days of the project

Permit application date: 7/20/20
 Date of commencement of work: 7/21/20
 Number of workdays (excluding weekends): 90

BID AMOUNT - \$152,000.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

MGM Contracting, Inc
1121 Peachtree Street
Cocoa, FL 32922

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company
One Bala Plaza East, Suite 100
Bala Cynwyd, PA 19004-1403

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

Barefoot Bay Recreation District
625 Barefoot Blvd
Barefoot Bay, FL 32976

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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


Bid No. 2020-03 - Shopping Center Roof Replacement

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

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

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

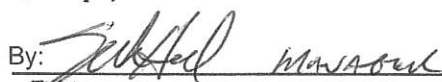
Signed and sealed this 15th day of July, 2020


(Witness)

MGM Contracting, Inc

(Principal)


(Seal)

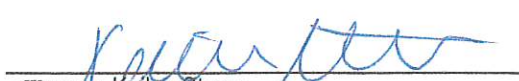
By: 
(Title)

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

By: 
(Title) Richard Zimmerman Attorney-in-Fact


(Witness) Kailee Stone

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Brett Rosenhaus, Richard Zimmerman and Dale Allison Bells of Nelson, Rosenhaus & Associates, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

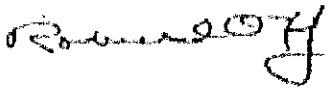
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

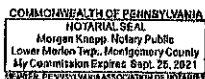
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.

(Seal)


Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of July, 20 20.


Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roe Insurance Inc. 9851 State Road 54 New Port Richey FL 34655		CONTACT NAME: Josephine Mansur PHONE (A/C, No, Ext): (727) 376-0030 FAX (A/C, No): (727) 376-2262 E-MAIL ADDRESS: jo@roeins.com	
INSURED MGM Contracting, Inc 1121 Peachtree St Cocoa FL 32922		INSURER(S) AFFORDING COVERAGE INSURER A: American Builders Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11240	

COVERAGES **CERTIFICATE NUMBER:** MASTER CERT 20-21 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A		WCV021480504	04/12/2020	04/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation applies to Florida operations only

CERTIFICATE HOLDER**CANCELLATION**

Barefoot Bay Recreation District 625 Barefoot Blvd Barefoot Bay FL 32976	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Twin Rivers Insurance Inc 730 E Strawbridge Avenue #101 Melbourne FL 32901		CONTACT NAME: Stephanie Vallario PHONE (A/C, No, Ext): 321-726-6550 E-MAIL ADDRESS: Stephanie@twinriversinsurance.com FAX (A/C, No): 321-726-6505	
INSURED MGM Contracting Inc 1121 Peachtree St Cocoa FL 32922		INSURER(S) AFFORDING COVERAGE INSURER A: Kinsale Insurance Company INSURER B: AmGUARD Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 38920 42390	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			01000757601	11/9/2019	11/9/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MGAU007110	7/19/2019	7/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0100106360-0	1/28/2020	11/9/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Barefoot Bay Recreation District
Office of District Clerk
625 Barefoot Blvd
Barefoot Bay FL 32976

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Allen

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G702 APPLICATION and CERTIFICATE for PAYMENT

To: Barefoot Bay
Shopping Center Roof
Replacement Project

From: MGM Contracting Inc.
1121 Peachtree St
Cocoa FL 32922

Project: Shopping Center Roof
Replacement

Application No: 1

App. Date: July 15, 2020

Period to: October 15, 2020

Project No:

Contract Date: August 14, 2020

Distribution to:

☐ OWNER

☐ CONSTRUCTION MGR.

☐ ARCHITECT

☐ CONTRACTOR

☐ OTHER

Contract For:

Via Architect:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM 152,000.00
2. Net Change By Change Orders
3. CONTRACT SUM TO DATE 152,000.00
4. TOTAL COMPLETED AND STORED TO DATE
5. RETAINAGE:
 - a. of Completed Work 0.00
 - b. of Stored Material 0.00

6. TOTAL EARNED LESS RETAINAGE 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 0.00
8. CURRENT PAYMENT DUE 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE 152,000.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approval this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

State of:

County of:

Subscribed and sworn before me this _____ day of _____

The above personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should use an original document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

CONTINUATION SHEET G703

PROJECT: Shopping Center Roof Replacement

MGM Contracting Inc.

Page 1 of 1

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application No: 1

App. Date: July 15, 2020

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

Period to: October 15, 2020

Project No:

A Item #	B Description of Work	C Schedule of Values	D Work Completed		F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	H Balance to Finish	I Retainage
			From Previous Application(s)	This Period				
1	Mobilization	18,240.00					18,240.00	0.00
2	Demo Existing Roof	30,400.00					30,400.00	0.00
3	Repair Existing Roof Deck	15,200.00					15,200.00	0.00
4	Install New Roof TPO Membrane	65,360.00					65,360.00	0.00
5	Remove And Relocate New Exhaust Fan	22,800.00					22,800.00	0.00
6								
7								
8								
9								
10								

GRAND TOTAL:

152,000.00							0.00	152,000.00	0.00
------------	--	--	--	--	--	--	------	------------	------

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (if Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

SECTION IV

REQUEST FOR PROPOSAL #2020-03
Shopping Center Roof Replacement Project**Contact Information**Company Name: The Roof Authority, Inc.Address: 6771 North Old Dixie Highway, Fort Pierce, FL 34946Point of Contact (name): Christopher A. LongTelephone Number: (772) 468-7870E-mail address: tra1993@gmail.comPerson authorized to submit proposal (name and title): Christopher A. Long, PresidentSignature of person listed immediately above: Date: July 15, 2020**Experience and References**Number of years company has worked in Brevard County: 27

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

Complete Restaurant Equipment & Supplies - Jack Kramer3929 US Highway 1, Vero Beach, FL 32960(772) 569-5097

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

- Vero Beach Shopping Center, Summit Construction, Brad Schuh, (772) 794-3244- Sea Cove Condominiums, Elliott Merrill Properties, Laurie Tyler (772) 569-9853- Monterey Yacht & Country Club, Chris Malpiedi 1991 SW Palm City Rd, Stuart (772) 283-7600- Cobb Theater, Merritt Square Mall, Shannon Stanley 777 E Merritt Isl Causeway (321) 452-7076- CVS Health Administration Building, Bryan Young 2575 98th Ave, Vero Beach (772) 774-2122

Prior work for Barefoot Bay Recreation District:

N/A**Anticipated start Date and number of days of the project**Permit application date: August 24, 2020Date of commencement of work: September 14, 2020Number of workdays (excluding weekends): 50

The Roof Authority, Inc.

"Committed to Quality"

State License # CC C056933
6771 North Old Dixie Highway, Fort Pierce, FL 34946
(772) 468-7870 • Fax (772) 468-2247
www.theroofauthority.com

PROPOSAL

Date: 7/15/2020

Submitted to: Barefoot Bay Recreation District
625 Barefoot Boulevard
Barefoot Bay, FL 32967.

Attention: Board of Directors

Phone: (772) 664-7020

Job Name: Bldg. 935 roof removal and replacement
Bldg. 937 Curb removal, relocation and installation of
New curb and associated roof work

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all permitting, labor, material, tools, equipment, and the *proper insurance in excess of four million dollars*.

WORK SCOPE: Metal Deck Area Building 935 Removal and replacement with JM 20 Year 80 mil TPO Single Ply System approximately 4,901 square feet

1. Remove existing modified bitumen membrane, plywood, wood trusses, single layer of roofing and insulation to the existing metal deck. Discard all debris legally off site.
2. Furnish and install a temporary roof system to keep the building dry during the roof removal process.
3. Furnish and install 1/4" per ft. tapered polyisocyanurate roof insulation with an MINIMUM R Value of 30, and 1/2" per foot tapered crickets, as per enclosed drawing. All boards are to be mechanically attached.
4. Furnish and install Johns Manville 80 mil TPO Single Ply roof system, including all standard accessories and trim for a complete and watertight roof system.
5. Furnish and install Johns Manville 80 mil TPO curb flashing.. Complete same with a one-piece 24 gauge galvanized counter flashing metal. (Please note: the height of the existing curb is unknown and may need additional wood work to raise for min 8" recommended height.)
6. Furnish and install Johns Manville 80 mil TPO highwall flashing membrane. Same to be fully adhered in JM TPO Bonding adhesive. (See option to add 1/2" CDX plywood at all perimeter walls to assure a smooth substrate.)
7. Furnish and install JM TPO Clad edge metal. Same to be completed with a continuous 22 gauge galvanized cleat with TPO joint covers. Same to be stripped in, as per Johns Manville details.
8. Furnish and install TPO pipe boots or unsupported membrane to flash miscellaneous penetrations.
9. Provide three written reports from a Registered Roof Consultant- Jim Ripley-ARC Associates, Orlando, FL.
10. Furnish Johns Manville Twenty Year No Dollar Limit Warranty.

QUOTATION for the sum of: One Hundred Seventy Four Thousand Dollars (\$174,000.00) herein after referred to as "the base price".

See options on next page.

Options for your review and consideration:

1. Furnish and install ½" CDX plywood @ interior perimeter walls for a smooth substrate. ADD \$3,457 to the base price.
2. Furnish and install JM TPO walkways @ the mechanical units, as per drawing. ADD \$5,400.00 to the base price.
3. Furnish and install AC PVC condensate lines, as per drawing, with TPO pads ADD \$950.00 to the base price.

WORK SCOPE Replace and relocate the existing grease exhaust fan on Building 937 (smaller of two buildings)

1. Remove the existing grease exhaust fan and discard. (Work performed by Complete Restaurant)
2. Furnish and install a new Captive-Aire Belt Drive Centrifugal Upblast Exhaust Fan- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (20 GA.) (Includes Down curb and grease exhaust fan. Spout)- Miami Dade Impact and Wind Load Certification +150 / -150 PSF -Miami Dade County Product Control Approved. Florida Building Code approval. Roof & Wall Mount Exhaust Curbs up to 20" high must be 20 gauge Aluminized. Roof & Wall Mount Exhaust Curbs above 20" high up to 42" high must be 16 Gauge Aluminized. - Curb CRB26.5x26E On Fan #1 Flat Curb *** 16 Gauge Construction. - Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized. - Vented Base for Curb - Full Bottom Curb Corner. Base flange corners fully welded or staked by factory. Matching Supply fan is included. (Work is exterior only, no interior canopy work is included)
3. Remove existing roof membrane, and associated sheet metal, to the plywood deck , as per the enclosed drawing. Discard all debris legally off site.
4. Re-fasten the existing wood deck to code.
5. Furnish and install Tribuilt Sand self adhered membrane at the sloped area with Dimensional shingles to match the existing as closely as possible.
6. At the flat roof area install a Polyglass 2 ply SBS modified bitumen membrane at areas where roof has been removed.
7. Furnish and install 2 ply Polyglass SBS modified bitumen to flash the curbs. Same to be completed with a one piece 24 gauge galvanized counter flashing metal.
8. Furnish and install 24 gauge galvanized roof to wall and one piece counterflashing metal at the sloped area.
9. Furnish and install two ply SBS low wall flashing at the exterior wall. Same to be completed with a 1 piece 24 gauge counter flashing metal.

QUOTATION for the sum of : Forty Two Thousand One Hundred Dollars (\$42,100.00)

Pricing includes a 100% Performance and Payment Bond

We encourage you to explore the differences between the proposals you receive and cordially invite you to review your project and Proposal with us. We would appreciate the opportunity to meet with you, either at your location, or at our facility.

EXCLUSIONS

The Roof Authority, Inc. ("TRA") specifically excludes the following, disclaims all liability for claims related to the same, and notifies the owner that these items must be addressed by others and will be at owner's expense:

- Gutters and downspouts
- Concrete, lightweight, steel, wood, or any other form of deck replacement, other than that specifically noted herein.
- Provisions regarding wind mitigation requirements, or engineering if required.
- Mechanical / Electrical / Plumbing / AC Stands / Solar panels & Satellite dishes.
- Removal of more than one roof, or siding, unless specifically stated herein.
- Engineering / Structural Work
- Damage to person or property caused by mold, mildew, fungi, spores, algae, microscopic organisms, hazardous chemicals, biological agents or allergens.
- If, the subject property is exposed to windstorms or hurricanes in excess of the designed wind speed, all warranties provided by TRA, if any, shall be deemed null and void. In addition, if Buyer fails to strictly adhere to the payment terms contained in the contract, the warranty shall also be deemed null and void.
- Leaks or other damage caused by:
 - Natural disasters including, without limitation, floods, lightning, hurricanes, tropical storms, hail, windstorms, earthquakes, and/or tornadoes, provided that the damage is not solely the result of the failure of the roof system to meet the designed wind speed.
 - Structural failures such as cracks in decks, driveways, walls, partitions, foundations, windows, stoppage of roof drains or gutters, etc.
 - Changes in original principal usage to which building is put unless approved in advance in writing.
 - Erection or construction of any additional installation on or through the roofing felt after date of completion.
 - Roof or flashing repairs by others; painting or coating without approval.
 - Acts of God, strikes, riots, war, civil disturbances, fire, vandalism or other damage beyond TRA's control.
 - Dry rot, termites, rodents, or other pests.
 - Penetration of the roofing from beneath by rising nails.
 - Failure of Buyer to maintain the roof system and/or damage caused by foot traffic.
 - Latent manufacturing defects of any roofing or flashing materials that materially affect their performance.
- Damage to the building or its contents, roof insulation, roof deck or other base over which roofing felt is applied.
- Sealed Attic Liability Exclusion: Contractor expressly disclaims liability for any issue, claim, cost and/or damage including, without limitation, attorney's fees, costs and expenses, arising out of or relating to combining a sealed attic system with spray foam insulation and/or a self-adhered underlayment, and Customer agrees to indemnify, defend and hold harmless Contractor for any and all damages arising out of said condition(s).

ACTION

It is the Buyer's responsibility to notify TRA in writing within three (3) days of the occurrence of any claim, defect, or deficiency arising out of work performed, services supplied, or materials provided by TRA under the contract ("Occurrence"). **Failure of the Buyer to provide written notice of the Occurrence will result in the Buyer waiving all claims that may be brought against TRA because of or relating to the Occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims.** Upon receiving notice, TRA will inspect the roof, and if the cause of the leak is within the coverage as stated above, the TRA will arrange for repairs to be made at no cost to the Buyer. Other than such warranty(ies) expressly referenced and incorporated herein: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE PROVIDED BY TRA.**

UNIT PRICES

- Replacement of metal decking (if needed) - \$7.50 per square foot.
- Replacement of existing roof drains, if required, up to 4" pipe \$500.00 each
- Additional wood blocking (if needed) 2" x 4" \$3.75 per board foot
- Additional wood blocking (if needed) 2" x 6" \$4.75 per board foot
- Additional work (if needed), beyond the scope of our contract will be charged at material cost plus 25% and labor rate of \$85.00 per man-hour.

The work will be accomplished and guaranteed in accordance with TRA's Standard General Conditions and Limited Warranty, which are made a part of this Proposal and Agreement, and incorporated herein by reference. **YOUR SIGNATURE BELOW ACKNOWLEDGES RECEIPT AND APPROVAL OF THESE DOCUMENTS.**

All labor and material necessary to perform the above work will be furnished for the sum of **Two Hundred Sixteen Thousand One Hundred Dollars (\$216,100.00).** (IF TAX EXEMPT, CERTIFICATE REQUIRED UPON EXECUTION OF THIS PROPOSAL AND AGREEMENT), payable at TRA's office in Fort Pierce, Florida, in full, upon completion of the work. If the entire job is not completed within any calendar month, progress payment for all labor and/or materials on the job by the last day of each month are due no later than the tenth (10th) day of the succeeding month until the time final payment, upon completion, is due.

Prior to initiation of any action, the parties agree to participate, in good faith, in a minimum half-day mediation with a mediator either chosen by agreement between the parties or as assigned by the American Arbitration Association. In the event the dispute is not resolved by mediation, any claim or controversy arising out of or relating to this Agreement or breach thereof, or to any action by an employee or agent of TRA, shall be settled by arbitration in accordance with the Federal Arbitration Act and Construction Industry Arbitration Rules of the American Arbitration Association. However, the arbitrator shall be required to issue written findings of fact and conclusions of law. Moreover, the parties shall split the cost of keeping a written record of all proceedings. The judgment of the Arbitrator may be entered in any court having jurisdiction thereof and shall be final and binding on both parties, except for errors of law, which shall be appealable. The parties agree that all expenses of arbitration or mediation will be shared equally or as awarded by the arbitrator. The successful party shall also be entitled to attorney fees and all costs of litigation.

This is a confidential and agreement. Please do not duplicate or share information contained herein.

Due to the extreme price volatility regarding petroleum products, the price quoted in this proposal is valid only for orders placed and paid within the next 30 days. If there is an increase in the price paid by The Roof Authority, Inc. for asphalt, polyisocyanurate, steel or other materials, including transportation charges, the amount of this proposal/contract shall be similarly increased to reflect the increased costs to obtain the materials.

BUYER HEREBY APPROVES AND ACCEPTS THIS PROPOSAL AND AGREEMENT. TOGETHER WITH TRA'S STANDARD GENERAL CONDITIONS AND LIMITED WARRANTY

THE ROOF AUTHORITY, INC.

NAME: _____

BY: _____

DATE: _____

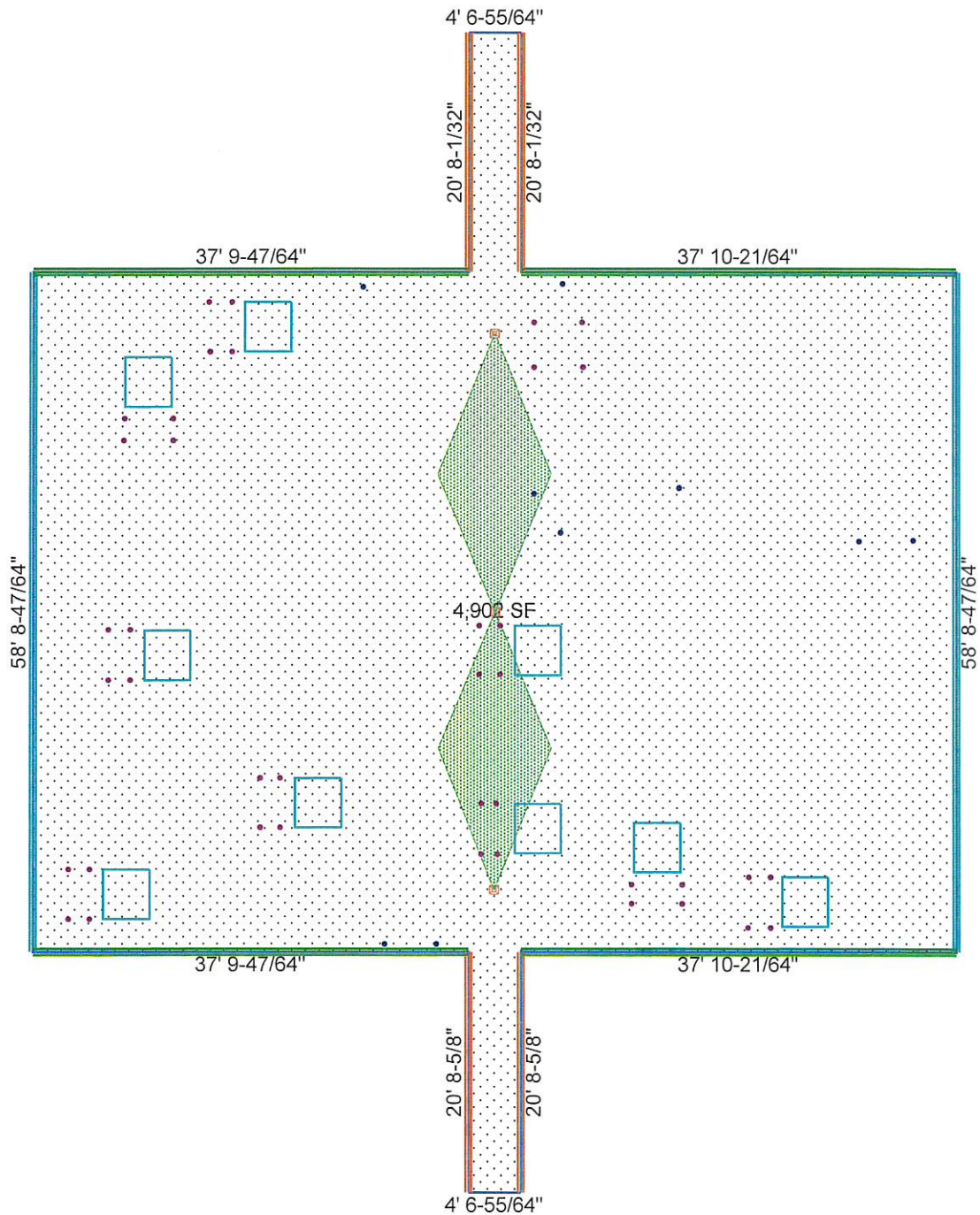
Christopher A. Long, President
Florida License CC C05693



Drawing Report

Barefoot Bay Shopping Center - Multi System Template 2019










Section: Flat Roofing
Page: Temp Roof/Min R 30 1/4" Tapered Iso/ 80 mil TPO



Drawing Report

Barefoot Bay Shopping Center - Multi System Template 2019

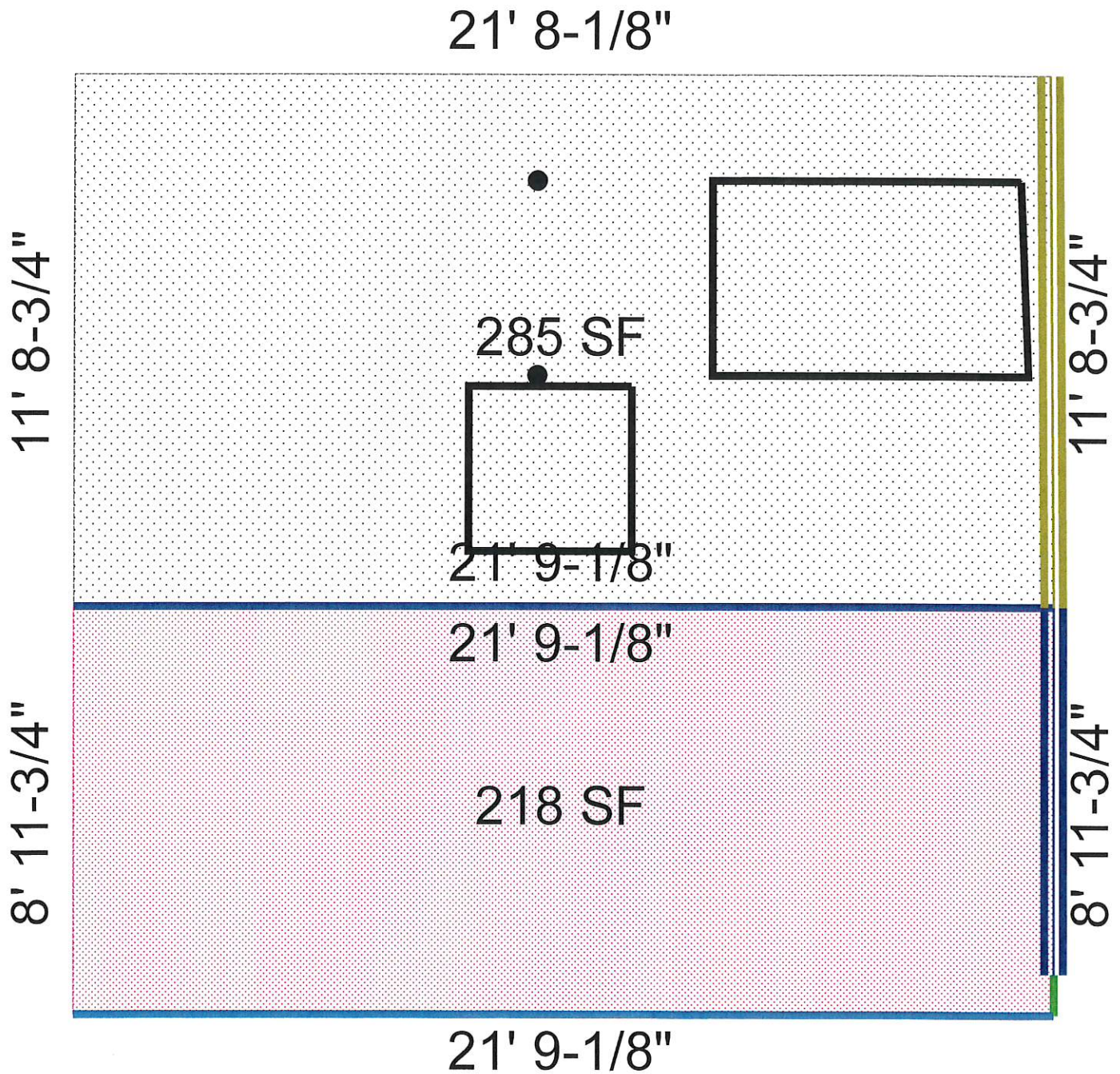
Section: Flat Roofing
Page: Temp Roof/Min R 30 1/4" Tapered Iso/ 80 mil TPO

Legend	Pitch	Description	SF	LF	EA
		Min R 30 1/4" Tapered Iso/80 mil TPO	4,901.65	360.72	12.00
		Roof Tear Off 2 roofs	4,901.65	360.72	12.00
		Temp roof	4,901.65	360.72	12.00
		Roof Drain			3.00
		1/2" Crickets	236.98	103.88	8.00
	.25/12	Curb Flashing Flashing		148.87	36.00
		Temp Curb Flashing		148.87	36.00
		VTR			9.00
		AC Leg Flashing			40.00
		Electrical Line Flashing			40.00
		Gravel Stop Stripping		9.14	2.00
		Edge Metal Flashing		351.57	10.00
	.25/12	4' TPO Wall Flashing		117.48	2.00
	.25/12	7' TPO Wall Flashing		82.79	4.00
	.25/12	8' TPO Wall Flashing		151.37	4.00

Drawing Report

Barefoot Bay Shopping Center - Multi System Template 2019










Section: Flat Roofing
Page: Bldg 937 Curb removal and Reinstallation

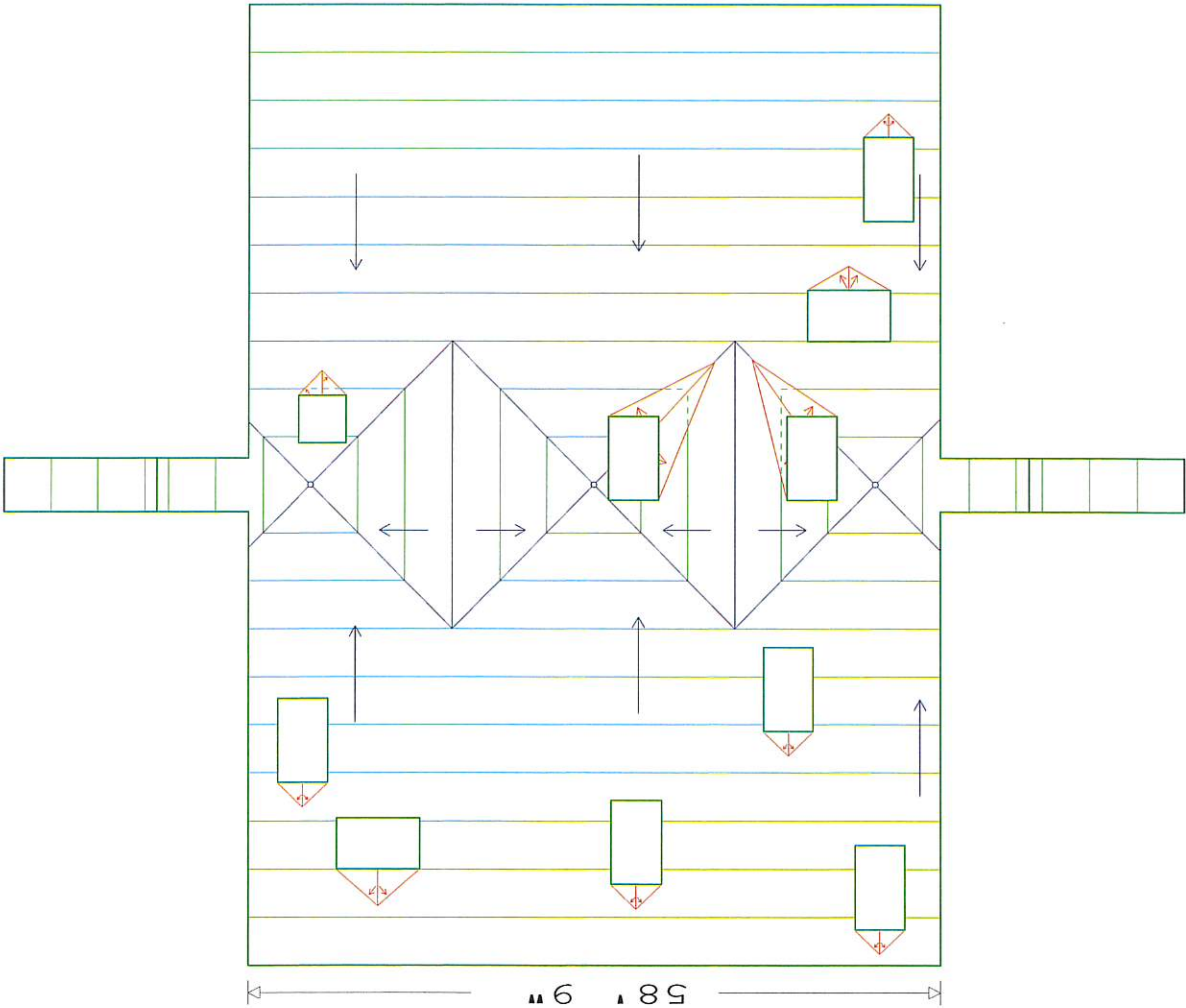


Drawing Report

Barefoot Bay Shopping Center - Multi System Template 2019

Section: Flat Roofing
Page: Bldg 937 Curb removal and Reinstallation

Legend	Pitch	Description	SF	LF	EA
	6/12	Shingle Field	218.45	68.74	4.00
		<i>Measurable General Conditions</i>	218.45	68.74	4.00
		<i>Shingle Tear Off</i>	218.45	68.74	4.00
	6/12	Gable		1.00	0.00
		Eave		21.76	1.00
	6/12	Roof to Wall/Counter Flashing Sidewall		9.04	1.00
	6/12	Wood Deck 2 Ply SBS	284.81	74.79	4.00
		<i>Roof Tear Off</i>	284.81	74.79	4.00
		Gravel Stop Stripping		21.76	1.00
		24" Wall Flashing		11.73	1.00
		Curb Flashing		37.04	8.00
	6/12	AC Leg Flashing			2.00



IMPORTANT NOTE- The dimension listed and areas shown on this Thumbnail represent our interpretation of the Tapered Insulation requirements for this project. It is the contractor's responsibility to verify that the actual project dimensions and areas identified are consistent with our interpretation. Please contact the Tapered Designer listed on this quote ASAP if any inconsistencies are discovered.

BEACON ENGINEERING

Project: BAREFOOT BAY SHOPPING CENTER Job Number: F20-23049

2020/07/06 13:20:38



Flat & Tapered ENRGY 3®

Polyisocyanurate Roof Insulation

Meets the requirements of ASTM C 1289, Type II, Class 1, Grade 2 (20 psi)

• ENRGY 3 / Tapered ENRGY 3

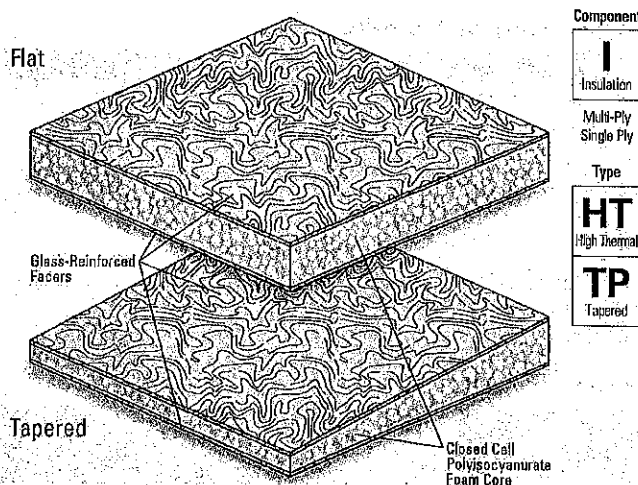
Grade 3 (25 psi)

• ENRGY 3 25 PSI / Tapered ENRGY 3 25 PSI

Features and Components

Glass-Reinforced Facers: Provides rigidity and resistance to indentation and crushing, and are compatible with BUR, modified bitumen and single ply membrane systems.

Closed Cell Polyisocyanurate Foam Core: Provides high R-value per inch in built-up, modified bitumen, metal roof and single ply roof systems, and approved for direct application to steel decks.



System Compatibility This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

Multi-Ply	BUR		APP		SBS			
	HA	CA	HW	HA	CA	HW	SA	MF

Compatible with the selected Multi-Ply systems above

Single Ply	TPO				PVC				EPDM			
	MF	AD	SA	IW	MF	AD	IW	MF	AD	BA	AD	BA

Compatible with all Single Ply systems

Key: HA = Hot Applied CA = Cold Applied HW = Heat Weldable SA = Self Adhered MF = Mechanically Fastened IW = Induction Weld BA = Ballasted AD = Adhered

Energy and the Environment

LEED®	Recycled Content	Varies with thickness, see <i>Product Data and Packaging</i> table on next page.
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Produced with a pentane blowing agent with zero ozone depletion and virtually no global warming potential.

Peak Advantage® Guarantee Information

Systems
For use in approved JM Peak Advantage Roofing Guarantees

Codes and Approvals



- FM® Standards 4450/4470 Approvals (refer to FM RoofNav™)
- UL® Standard 790, 263 and 1256 (refer to UL Roofing Materials system directory)
- Meets the requirements of CAN/ULC S704, Type 2 & 3, Class 3
- California Code of Regulations, Title 24, Insulation Quality Standard License #TI-1341
- Third-party certification with the PIMA Quality Mark™ for Long-Term Thermal Resistance (LTR) values

Refer to the Safe for Use instructions and product label prior to using this product. The Safe for Use instructions are available by calling (800) 922-5922 or on the Web at www.jm.com/roofing.

Note: Technical information on this data sheet is intended to be used as a general guideline only and is subject to change without notice. Contact your JM Sales Representative for further details.

Installation/Application



Refer to the application instructions guidelines for proper utilization of this product.

Flute Span:

Width of Rib Opening: Up to 2 5/8" (6.67 cm) Up to 3 3/8" (8.57 cm) Up to 4 3/4" (11.11 cm)

Insulation Thickness (min): 1.0" (2.54 cm) 1.2" (3.05 cm) 1.3" (3.30 cm)

Packaging and Dimensions

Flat Sizes ¹	4' x 4' (1.22 m x 1.22 m)	4' x 8' (1.22 m x 2.44 m)
Tapered Size ²	4' x 4' (1.22 m x 1.22 m)	
Producing Locations	Bremen, IN Hazleton, PA	Cornwall, ONT Jacksonville, FL Fernley, NV
Stocking Locations ³	Grand Prairie, TX	Southgate, CA Tracy, CA

- For available thicknesses, see *Product Data and Packaging* table on page 2 of this data sheet. Other sizes available by special request, some sizes are not stocked but can be special ordered with minimum order quantities. Contact your JM Sales Representative for details.
- Tapered ENRGY 3 and Tapered ENRGY 3 25 PSI are available in thicknesses of 1/2" to 4". Available profiles are shown on page 3 of this data sheet. In some regions extended panels are also available.
- Not all sizes, thicknesses, and products are stocked at all locations, please call Customer Service at 1-877-769-3295.



Flat ENRGY 3®

Polyisocyanurate Roof Insulation

Typical Physical Properties

Test	ASTM	Values
Strength	Tensile Strength	C 209 500 psf (24 kPa) (min), 730 psf (35 kPa) (nom)
	Compressive Resistance 10% Consolidation	D 1621 Grade 2: 20 psi (138 kPa), Grade 3: 25 psi (172 kPa) (min)
	Dimensional Stability Change, (length & width)	D 2126 0.5% (nom), 2% (max)
Moisture	Moisture Vapor Permeance	F 96 <1 perm, 57.5 ng/(Pa·s·m²)
	Water Absorption	C 209 1.0% (max)
Insulation	Service Temperature	D 1623 -100°F – 250°F (-73°C – 121°C)
	Flame Spread, (foam core)	E 84 20 - 30 (nom), 75 (max)
	Smoke Developed, (foam core)	E 84 55 ± 250 (nom), 450 (max)

Product Data and Packaging

Thickness		Long-Term Thermal Resistance (LTTR) Values¹		Recycled Content² 20 PSI / 25 PSI			Boards per Pallet	Square Feet per Pallet		Pallets per Truck³	
in.	mm	(hr·ft²·°F/BTU)	(m²·°C/W)	% Pre-Consumer	% Post-Consumer	% Total	4x4 and 4x8	4x4	4x8	4x4	4x8
1.0	25.4	5.7	1.00	5.3 / 5.2	31.8 / 29.9	37.1 / 36.1	48	768	1536	48	24
1.1	27.9	6.3	1.10	5.2 / 5.2	30.0 / 28.1	35.3 / 33.3	41	656	1312		
1.2	30.5	6.8	1.20	5.2 / 5.2	28.4 / 26.6	33.6 / 31.76	38	608	1216		
1.25	31.8	7.1	1.25	5.2 / 5.2	27.7 / 25.8	32.9 / 31.0	35	560	1120		
1.3	33.0	7.4	1.30	5.3 / 5.3	27.0 / 25.2	32.3 / 30.4	35	560	1120		
1.4	35.6	8.0	1.41	5.3 / 5.2	25.7 / 23.9	31.0 / 29.2	32	512	1024		
1.5	38.1	8.6	1.51	5.2 / 5.2	24.5 / 22.8	29.8 / 28.0	32	512	1024		
1.6	40.6	9.1	1.61	5.2 / 5.2	23.4 / 21.7	28.7 / 27.0	28	448	896		
1.7	43.2	9.7	1.71	5.2 / 5.2	22.4 / 20.8	27.7 / 26.0	27	432	864		
1.75	44.5	10.0	1.76	5.2 / 5.2	22.0 / 20.4	27.2 / 25.6	27	432	864		
1.8	45.7	10.3	1.81	5.2 / 5.2	21.5 / 19.9	26.7 / 25.1	25	400	800		
1.9	48.3	10.8	1.91	5.2 / 5.2	20.7 / 19.1	25.9 / 24.3	24	384	768		
2.0	50.8	11.4	2.01	5.2 / 5.2	19.9 / 18.4	25.1 / 23.6	24	384	768		
2.1	53.3	12.0	2.11	5.2 / 5.2	19.2 / 17.7	24.4 / 22.9	21	336	672		
2.2	55.9	12.6	2.22	5.2 / 5.2	18.5 / 17.1	23.7 / 22.3	20	320	640		
2.3	58.4	13.2	2.32	5.2 / 5.2	17.9 / 16.5	23.1 / 21.7	20	320	640		
2.4	61.0	13.8	2.43	5.2 / 5.2	17.3 / 16.0	22.5 / 21.1	19	304	608		
2.5	63.5	14.4	2.53	5.2 / 5.2	16.8 / 15.4	22.0 / 20.6	19	304	608		
2.6	66.0	15.0	2.64	5.2 / 5.1	16.3 / 15.0	21.4 / 20.1	18	288	576		
2.7	68.6	15.6	2.74	5.2 / 5.1	15.8 / 14.5	21.0 / 19.7	17	272	544		
2.8	71.1	16.2	2.85	5.2 / 5.1	15.3 / 14.1	20.5 / 19.2	16	256	512		
2.9	73.7	16.8	2.96	5.2 / 5.1	14.9 / 13.7	20.1 / 18.8	16	256	512		
3.0	76.2	17.4	3.06	5.2 / 5.1	14.5 / 13.3	19.7 / 18.4	16	256	512		
3.1	78.7	18.0	3.17	5.1 / 5.1	14.1 / 12.9	19.3 / 18.1	14	224	448		
3.2	81.3	18.6	3.28	5.1 / 5.1	13.8 / 12.6	18.9 / 17.7	14	224	448		
3.25	82.8	18.9	3.33	5.1 / 5.1	13.6 / 12.4	18.7 / 17.6	14	224	448		
3.3	83.8	19.2	3.39	5.1 / 5.1	13.4 / 12.3	18.6 / 17.4	14	224	448		
3.4	86.4	19.9	3.50	5.1 / 5.1	13.1 / 12.0	18.2 / 17.1	13	208	416		
3.5	88.9	20.5	3.61	5.1 / 5.1	12.8 / 11.7	17.9 / 16.8	13	208	416		
3.6	91.4	21.1	3.72	5.1 / 5.1	12.5 / 11.4	17.6 / 16.5	12	192	384		
3.7	94.0	21.7	3.82	5.1 / 5.1	12.2 / 11.1	17.3 / 16.3	12	192	384		
3.75	95.3	22.0	3.88	5.1 / 5.1	12.0 / 11.0	17.2 / 16.1	12	192	384		
3.8	96.5	22.3	3.94	5.1 / 5.1	11.9 / 10.9	17.0 / 16.0	12	192	384		
3.9	99.1	23.0	4.05	5.1 / 5.1	11.7 / 10.7	16.8 / 15.8	12	192	384		
4.0	101.6	23.6	4.16	5.1 / 5.1	11.4 / 10.4	16.5 / 15.5	12	192	384		
4.1	104.0	24.2	4.26	5.1 / 5.1	11.2 / 10.2	16.3 / 15.3	11	176	352		
4.2	107.0	24.9	4.39	5.1 / 5.1	10.9 / 10.0	16.0 / 15.1	11	176	352		
4.3	109.0	25.5	4.49	5.1 / 5.1	10.7 / 9.8	15.8 / 14.9	11	176	352		
4.4	112.0	26.1	4.60	5.1 / 5.1	10.5 / 9.6	15.6 / 14.7	10	160	320		
4.5	114.0	26.8	4.72	5.1 / 5.1	10.3 / 9.4	15.4 / 14.5	10	160	320		

1. The Long-Term Thermal Resistance (LTTR) values were determined in accordance with CANULC S770 at 75°F (24°C). The ultimate R-Value of these products will depend on individual installation circumstances.

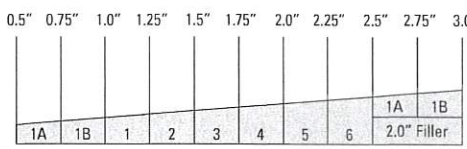
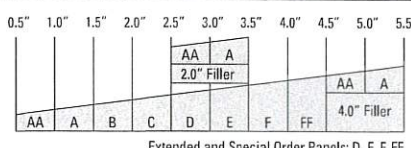
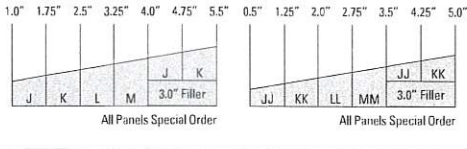
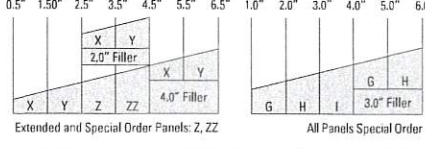
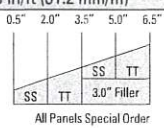
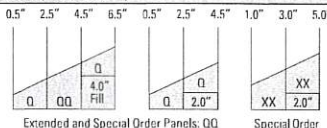
2. Value represents average results (Grade 2/Grade 3). 3. Assumes 48' flatbed truck.

Refer to the Safe for Use instructions and product label prior to using this product. The Safe for Use instructions are available by calling (800) 922-5922 or on the Web at www.jm.com/roofing.

RS-5137 5-19 (Replaces Z-19)

Johns Manville Tapered Polyiso Offerings

Please refer to the previous page for typical physical properties.

Panel Desig.	Slope	Dimension		LTTR* Value Nominal	Pieces per Unit	Square Foot per Unit	Brd Ft per Unit	Slope Profiles
		Thin	Thick					
1/16 in/ft (5.2 mm/m)								
1A	1/16	0.5	0.75	3.6	70	1120	700	
1B	1/16	0.75	1	5.0	50	800	700	
1	1/16	1	1.25	6.4	38	608	684	
2	1/16	1.25	1.5	7.8	32	512	704	
3	1/16	1.5	1.75	9.3	28	448	728	
4	1/16	1.75	2	10.7	22	352	660	
5	1/16	2	2.25	12.1	20	320	680	
6	1/16	2.25	2.5	13.6	18	288	684	All Panels Special Order
1/8 in/ft (10.4 mm/m)								
AA	1/8	0.5	1	4.3	64	1024	768	
A	1/8	1	1.5	7.1	38	608	760	
B	1/8	1.5	2	10.0	26	416	728	
C	1/8	2	2.5	12.9	20	320	720	
D**	1/8	2.5	3	15.9	16	256	704	
E**	1/8	3	3.5	18.9	14	224	728	
F**	1/8	3.5	4	22.1	12	192	720	
FF**	1/8	4	4.5	25.3	10	160	680	
R	1/8	0.75	1.25	5.7	44	704	704	
S	1/8	1.25	1.75	8.6	30	480	720	
T	1/8	1.75	2.25	11.4	22	352	704	
U	1/8	2.25	2.75	14.4	16	256	640	
V	1/8	2.75	3.25	17.4	14	224	672	
W	1/8	3.25	3.75	20.5	12	192	672	
3/16 in/ft (15.6 mm/m)								
J	3/16	1	1.75	7.8	32	512	704	
K	3/16	1.75	2.5	12.1	20	320	680	
L**	3/16	2.5	3.25	16.6	16	256	736	
M**	3/16	3.25	4	21.2	12	192	696	
JJ	3/16	0.5	1.25	5.0	52	832	728	
KK	3/16	1.25	2	9.3	28	448	728	
LL**	3/16	2	2.75	13.6	18	288	691	
MM**	3/16	2.75	3.5	18.2	14	224	694	
1/4 in/ft (20.8 mm/m)								
G	1/4	1	2	8.6	30	480	720	
H	1/4	2	3	14.4	16	256	640	
I**	1/4	3	4	20.5	12	192	672	
X	1/4	0.5	1.5	5.7	48	768	768	
Y	1/4	1.5	2.5	11.4	24	384	768	
Z**	1/4	2.5	3.5	17.4	16	256	768	
ZZ**	1/4	3.5	4.5	23.6	12	192	768	
3/8 in/ft (31.2 mm/m)								
SS	3/8	0.5	2	7.1	36	576	720	
TT**	3/8	2	3.5	15.9	16	256	704	
1/2 in/ft (41.6 mm/m)								
Q	1/2	0.5	2.5	8.6	32	512	768	
QQ**	1/2	2.5	4.5	20.5	12	192	672	
XX	1/2	1	3	11.4	22	352	704	

* (h•r•ft²•°F/Btu)

** Extended panels require less adhesive and less labor.

Tapered Recycle Content:

Recycled content is dependent upon average thickness. To calculate, match the average thickness of Tapered ENERGY 3 to the thickness of Flat ENERGY 3. Use the number from Flat ENERGY 3 as your recycled content.

Refer to the Safe for Use instructions and product label prior to using this product. The Safe for Use instructions are available by calling (800) 922-5922 or on the Web at www.jm.com/roofing.

RS-5137 5-19 (Replaces 2-19)



JM TPO — 80 mil

Thermoplastic Polyolefin Membrane

Meets or exceeds the requirements of ASTM D 6878

Features and Components

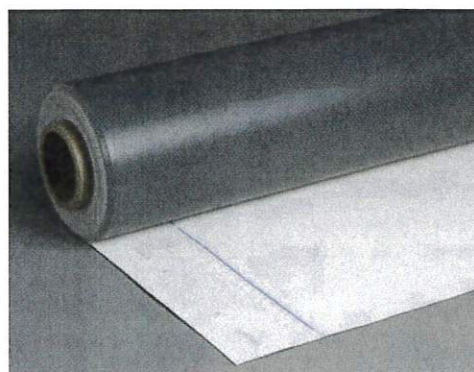
Thickness Over Scrim: Optimized and tested on a continual basis with a state-of-the-art thickness gauge to verify that the thickness valued by our customers is incorporated into the sheet.

One of the Widest Melt Windows: Promotes better welds over a wider variety of speeds and temperatures, and leads to a softer, more flexible and workable sheet.

Reinforced fabric scrim layer and top-ply thickness: Lends to durable physical properties including:

- Long-term weathering, UV resistance and heat-aging properties
- High breaking and tearing strength

Optimized TPO formulation: delivers high-performance ozone resistance, cool roof reflectivity and overall weather resistance.



Component
M
Membrane
Single Ply

Colors

Grey*	White	Tan*
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*Grey and Tan lead times are subject to availability and may require an upcharge for smaller projects.

System Compatibility This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

Multi-Ply	BUR		APP		SBS	
	HA	CA	CA	HW	HA	CA
Do not use with Multi-Ply systems						

Single Ply	TPO		PVC		EPDM	
	MF	AD	MF	AD	MF	AD
Compatible with the selected Single Ply systems above						

Key: HA = Hot Applied CA = Cold Applied HW = Heat Weldable SA = Self Adhered MF = Mechanically Fastened AD = Adhered BA = Ballasted

Energy and the Environment

	Standard		Reflectivity	Emissivity
CRRC®	White	Initial	0.77	0.87
		3 Yr. Aged	0.70	0.86
	Tan	Initial	0.67	0.87
		3 Yr. Aged	0.62	0.90
	Gray	Initial	0.35	0.87
		3 Yr. Aged	0.34	0.90
CA Title 24	White	Pass	0.77	0.87
	Tan	Pass 3 Yr. Aged	SRI=75	
ENERGY STAR®	White	Initial	0.77	0.87
		3 Yr. Aged	0.70	
	Tan	Initial	0.67	0.87
		3 Yr. Aged	0.62	
LEED® (SRI)	White	Initial	95	
		3 Yr. Aged	85	
	Tan	Initial	81	
		3 Yr. Aged	75	
	Gray	Initial	39	
		3 Yr. Aged	37	
Recycled Content	Post-consumer		0%	
	Post-industrial		5%	

The LEED® Solar Reflectance Index (SRI) is calculated per ASTM E1980.

Peak Advantage® Guarantee Information

Product	Guarantee Term
JM TPO 80 mil	5, 10, 15, 20, 25, or 30 yrs

Codes and Approvals



Installation/Application



Adhered



Mechanically Fastened



Hot Air Weld

Refer to JM TPO application guides and detail drawings for instructions.

Packaging and Dimensions

Roll Widths	5' (1.52 m)	6' (1.83 m)	8' (2.44m)	10' (3.05m)	12' (3.66 m)
Roll Lengths	75' (22.86 m)				
Roll Coverage	375 ft² (34.84 m²)	450 ft² (41.81m²)	600 ft² (55.74 m²)	750 ft² (69.68 m²)	900 ft² (83.61 m²)
Rolls per Pallet	8				
Pallet Weight	1400 lb (627.8 kg)	1680 lb (762.0 kg)	2300 lb (997.9 kg)	2820 lb (1251.9 kg)	3420 lb (1551.3 kg)
Pallets per Truck*	28-32	22-26	18-20	14-16	11-13
Producing Location	Scottsboro, AL				

*Assumes 48' flatbed truck and does not reflect pallets of accessories or impact of mixed sizes.

Refer to the Safety Data Sheet and product label prior to using this product. The Safety Data Sheet is available by calling (800) 922-5922 or on the Web at www.jm.com/roofing.

RS-8634 9-18 (Replaces 6-18)

Meets or exceeds the requirements of ASTM D 6878

Tested Physical Properties

Physical Properties		ASTM Test Method	Standard for ASTM D 6878 (Min.)	JM TPO — 80 mil	
				MD*	XMD**
Strength	Breaking Strength, min, lbf (N)	D 751	220 (976)	464 (2,064)	439 (1,953)
	Elongation at Break, min %	D 751	15	29	31
	Tearing Strength, min, lbf (N)	D 751	45 (200)	65 (289)	179 (796)
	Factory Seam Strength, min, lbf (N)	D 751	66 (290)	137 (609)	
Longevity	Thickness, min, in.	D 751	+/- 10% from Nominal	0.080 (Nominal)	
	Thickness Over Scrim, min, in. (mm)	D 7635	0.015	0.033 (0.84)	
	Water Absorption, max, %	D 471	3.0	0.03	
	Brittleness Point, max, -40°F	D 2137	No Cracks	Pass	
	Ozone Resistance	D1149	No Cracks	Pass	
Heat Aged Performance	Properties after Heat Aging @ 240°F	D 573	Pass/Fail	Pass	
	Breaking Strength, % (after aging)	D 751	90	>90	>90
	Elongation, % (after aging)	D 751	90	>90	>90
	Tearing Strength, % (after aging)	D 751	60	>60	>60
	Weight Change, max, % (after aging)	D 751	±1.0	0.22	
	Linear Dimensional Change, max, % (after 6 hrs @ 158°F)	D 1204	±1.0	<0.1	
Weather Performance	Accelerated Weathering, min	G 151 & G 155	10,080 kj/m ² •nm @ 340 nm (4,000 hrs @ 0.70 W)	>20,160 kj/m ² (>8,000 hrs)	
	Cracking (@ 7x magnification)	G 155	No Cracks	Pass	

*MD = Machine Direction

**XMD = Cross-Machine Direction

Note: All data represents tested values.

Supplemental Testing

Physical Properties	ASTM Test Method	Standard for ASTM D 6878 (Min.)	JM TPO — 80 mil Result
Dynamic Puncture	D 5635	N/A	Pass @ 25 Joules
Static Puncture	D 5602	N/A	Pass @ 44 lb (20 kg)
Impact Resistance of Bituminous Roofing Systems	D 3746	N/A	Pass - minor indentations
Reflectance	C 1549	N/A	78%
	E 903	N/A	80%
Emittance	C 1371	N/A	0.87
	E 408	N/A	0.96
SRI	E 1980	N/A	95
Resistance of Synthetic Polymer Material to Fungi	G 21	N/A	0 rating
Puncture Resistance (FTMS 101C, Method 2031)	N/A	N/A	526 lb (239 kg)
Moisture Vapor Transmission	E 96	N/A	0 g/m ² per 24 hours
Hydrostatic Resistance, Mullen	D 751	N/A	474 PSI (3268 kPa)
Standard Test Method for Air Permeance of Building Materials	E 2178	N/A	Pass @ <0.0005 L/(s•m ²) (Pass @ <0.0001 CFM/ft ²)

Refer to the Safety Data Sheet and product label prior to using this product.
The Safety Data Sheet is available by calling (800) 922-5922 or on the Web at www.jm.com/roofing.

RS-8634 9-18 (Replaces 6-18)

Building Owner:

Name - SAMPLE
Address - SAMPLE
City, State Zip - SAMPLE

Guarantee Number: Sample - not issued
Expiration Date: Sample - not issued
Job Name: Sample - not issued

Building Name:

Name - SAMPLE
Address - SAMPLE
City, State Zip - SAMPLE

Date of Completion: Sample - not issued

Approved Roofing Contractor:

Name - SAMPLE
Address - SAMPLE
City, State Zip - SAMPLE

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.

Years: XX Year

\$ No Dollar Limit

Coverage:

The components of the Roofing System covered by this Guarantee are:

Total Squares: XXX

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type			Cover Board
				Layer 1	Layer 2	Layer 3	
1	XXX	XXXX	XXXXX	XXX	XXX	XXX	XXX

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style:		0 lin. ft.
	Expand-O-Flash (2) Style:		0 lin. ft.
	Expand-O-Flash (3) Style:		0 lin. ft.
	Fascia Style:		0 lin. ft.
	Copings Style:		0 lin. ft.
	Gravel Stop Style:		0 lin. ft.
	Drains (1) Style:		0 ea.
	Drains (2) Style:		0 ea.
	Vents Style:		0 ea.
	Skylight System:		0 ea.

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak, please refer to directions on the reverse side.

LIMITATIONS AND EXCLUSIONS

This Guarantee is not a maintenance agreement or an insurance policy; therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see reverse side of this document). This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) Failure by the Building Owner to use reasonable care in maintaining the roofing system, said maintenance to include but not limited to those items listed on the reverse side of this Guarantee titled "Maintenance Program"; (d) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (e) any and all (f) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (f) changes to the Building's usage that are not pre-approved in writing by JM; (f) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (g) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (h) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (i) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials - which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection and/or repair.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force, has no effect - and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

No one is authorized to change, alter, or modify the provision of this Guarantee other than the Manager, Guarantee Services or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM may transfer this Guarantee, in its sole and absolute discretion only after receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

*JOHNS MANVILLE ("JM") is a Delaware corporation with its principal mailing address at P.O. Box 5108, Denver, Colorado 80217-5108.

SAMPLE ONLY - NOT ISSUED

By: Joseph Smith
Title: President Roofing Systems

Addendum(s)

Maintenance Program

The following Maintenance Program is recommended and should be implemented and followed:

1. Building Owner must notify JM Guarantee Services Unit (see below) immediately upon discovery of the leak and in no event later than ten (10) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Guarantee Services of any leak is a material ground for termination of the Guarantee.
2. In response to timely notice, JM will arrange to inspect the Roofing System, and
 - (i) If, in JM's opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
 - (ii) If, in JM's opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you should examine and maintain the items below on a regular basis. All damage or leak investigation findings that are the direct result of non-covered maintenance items are the sole responsibility of the owner.

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings and valleys for rust and damage that may have been caused by wind or traffic on the Roofing System and make certain they are well attached and sealed. Any damaged, loose, or poorly sealed materials must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System: Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired by a JM Approved Roofing Contractor if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. Log all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

Guarantee Services
(800) 922-5922
E-mail: RoofLeaks@jm.com
www.jm.com/roofing

Mailing Address:
Johns Manville
Guarantee Services
P.O. Box 625001
Littleton, CO 80162-5001

Shipping Address:
Johns Manville
Guarantee Services
10100 West Ute Avenue
Littleton, CO 80127

The Roof Authority, Inc.

"Your Quality Leader"

State License # CC C056933
6771 North Old Dixie Highway, Fort Pierce, FL 34946
(772) 468-7870 • Fax (772) 468-2247
www.theroofauthority.com

SAMPLE

WATERTIGHT ROOFING SYSTEM WARRANTY

OWNERS NAME:

OWNERS ADDRESS:

COMPLETION DATE:

THE ROOF AUTHORITY, INC., a Florida Corporation, Warranties to the Owner, that for a period of _____ () **Years** from its completion date, The Roof Authority, Inc., will at its expense, up to original cost of installation of the Roofing System, repair or cause to be repaired the Roofing System described in this Warranty to the extent necessary to return the Roofing System to a watertight condition.

COVERAGE:

During this Warranty term, The Roof Authority, Inc., will take appropriate action to repair leaks which may occur through the Roofing System attributable to ordinary wear and tear of the Roofing System or which may be required because of workmanship deficiencies in its application.

WHAT TO DO IF YOUR ROOF LEAKS:

In the event any leak should occur through the Roofing System.

1. Building Owner must notify the corporate office of The Roof Authority, Inc., in writing within thirty (30) days after discovery of any leak.
2. In response to this notification, The Roof Authority, Inc., will arrange inspection of the roof and
 - (i) If the leaks are the responsibility of The Roof Authority, Inc., under this warranty, (see limitations), The Roof Authority, Inc., will take the appropriate action to return the Roofing System to a watertight condition and absorb any cost of this action, or
 - (ii) If the leaks are not the responsibility of The Roof Authority, Inc., under this warranty, its representatives will advise Building Owner of the type and/or extent of repairs required to be made at the Building Owner's expense which, of the Building Owner properly makes, will permit this warranty to remain in effect for the un-expired portion of its term. Failure to make these repairs in a reasonable fashion will void any further obligation of The Roof Authority, Inc., under this warranty.
3. In the event an emergency exists which requires immediate repair to avoid substantial damage to the building or its contents, the Building Owner may make essential temporary repairs.

LIMITATIONS:

THIS WARRANTY IS NOT A MAINTENANCE AGREEMENT OR AN INSURANCE POLICY. It does not obligate The Roof Authority, Inc., to repair the Roofing System for leaks resulting from (a) natural disasters including, but not limited to: lightning, windstorm, hailstorm, hurricanes, tornadoes, high wind and gales, (b) misuse, neglect, abuse, materials supplied or installed by others, exposure to damaging substances such as oil, solvents, etc., or unauthorized alterations of the Roofing System or the building's usage, (c) failure of its substrate, or, (d) improper drainage, (e) lack of recommended maintenance. The Roof Authority, Inc., shall have no obligation under this Warranty until all bills for installation, service, and materials have been paid in full to The Roof Authority, Inc. The Owner will, at his expense, initiate an ongoing maintenance program, to include annual inspections of the Roofing System and the proper maintenance of pitch pans, roof drains, and other miscellaneous items necessary to maintain the serviceability of the Roofing System. If this Roofing System is covered under a manufacturer's Warranty/Guarantee, The Roof Authority, Inc.'s, liability under this Warranty is second to the Manufacturer's liability under its Warranty/Guarantee. This Warranty shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable without prior written approval and inspection by The Roof Authority, Inc. (f) If disputed, a binding arbitration will be scheduled in St. Lucie County.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ROOF AUTHORITY, INC., DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY. THE ROOF AUTHORITY, INC., EXCLUSIVE RESPONSIBILITY AND LIABILITY UNDER THIS WARRANTY IS TO MAKE REPAIRS THAT MAY BE NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS WHICH ARE THE ROOF AUTHORITY INC., RESPONSIBILITY UNDER THIS WARRANTY. THE ROOF AUTHORITY INC., WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE. THE ROOF AUTHORITY, INC., SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY, INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDIES OR THE ACTIONS PROVIDED FOR HEREIN FAIL OF THEIR PURPOSE.

NO ONE IS AUTHORIZED TO CHANGE, ALTER, OR MODIFY THE PROVISIONS OF THIS WARRANTY OTHER THAN A CORPORATE OFFICER OF THE ROOF AUTHORITY, INC. - LOCATED AT THE ROOF AUTHORITY, INC. HEADQUARTERS IN FORT PIERCE, FLORIDA.

Because The Roof Authority, Inc., does not practice Engineering or Architecture, neither the issuance of this Warranty or any review of the Building's construction or inspection of the roof plans (or the Building's roof deck) by The Roof Authority, Inc., representatives shall constitute any warranty buy The Roof Authority, Inc., of such plans, specifications and construction or in any way constitute an extension of the terms and conditions of this Warranty.

THIS WARRANTEE SHALL BE IN LIEU OF ANY AND ALL OTHER GUARANTEES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED GUARANTEE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

IN WITNESS WHEREOF, THE ROOF AUTHORITY, INC., has caused this Warranty to be duly executed and issues to cover the Roofing System described in this Warranty.

THE ROOF AUTHORITY, INC.

6771 North Old Dixie Highway
Fort Pierce, FL 34946
(772) 468-7870

OWNER:

***NOT VALID UNLESS COUNTERSIGNED BY THE OWNER AND COPY RETURNED TO THE ROOF AUTHORITY, INC., WITHIN 30 DAYS OF RECEIPT.**

The Roof Authority, Inc.

"Your Quality Leader"



Martin County High School, Stuart, FL



**Residence
Vero Beach, FL**



**Victoria Condominiums
Vero Beach, FL**



**IRSC Kite Center
Fort Pierce, FL**

State License CC C056933

Commercial • Residential • Condominiums • Industrial • Green Roof Specialist

Company Introduction

The Roof Authority, Inc., is "Your Quality Leader" in commercial, industrial, residential, condominium, re-roofing, green roofing, new construction, roof restoration, maintenance and repair. We also provide professional sheet metal fabrication, computerized metal forming, shearing capabilities, asphalt fume recovery kettle services, and crane equipment operation.



Locally Owned & Family Operated

Established in 1993 by Christopher Long, The Roof Authority is a fully licensed, insured and bonded State Certified Roofing Contractor. Christopher is a local resident and businessman, who is proud to call the Treasure Coast his home.

The majority of The Roof Authority's business is centralized along Florida's Treasure Coast and outlying communities, ranging north to Jacksonville and south to Miami. An integral part of every project begins with an appointed, experienced, on-site supervisor, who, along with Christopher Long, oversees the daily operation of each project and keeps the job running smoothly.

We take pride in offering a superior quality of work, and we believe this is to be the key to our successful foundation. Our craftsmanship is fully guaranteed. Our roofing "A-Team" has been assembled with a blend of well-rounded knowledge and hands-on experience. All employees adhere to a strict set of rules concerning proper dress code, instructions on safe handling of hazardous materials, safe equipment operation, and a commitment to a "drug-free workplace." Our employees regularly attend monthly meetings to ensure continued safety awareness and education.

In an effort to serve our customers with complete efficiency, we utilize state of the art services, which include:

- Computerized Estimating System (The Edge)
- Weather Tracking System
- In-House Crane Services
- 24 hour Rapid Response

6771 North Old Dixie Highway | Fort Pierce, FL 34946 | Phone: 772-468-7870 | Fax: 772-468-2247

www.theroofauthority.com

Residential Projects



Grand Harbor Home, Vero Beach, FL



John's Island Home, Vero Beach, FL



The Moorings Home, Vero Beach, FL



John's Island Home, Vero Beach, FL



Castaway Cove Home, Vero Beach, FL



John's Island Home, Vero Beach, FL

Commercial & Condominium Projects



Barclay Beach Club, North Hutchinson Island, FL



Seawinds Condominium, Jensen Beach, FL



Claridge By The Sea, Jensen Beach, FL



IRCC Richardson Center, Vero Beach, FL



Ocean Harbor, Hutchinson Island, FL



Visions Condominium, Fort Pierce, FL

Institutional Projects



Stuart Middle School



Martin County High School

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Recent Projects

Institutional

Martin County High School, Stuart, FL
Dodgertown Elementary, Vero Beach, FL
St. Edwards School, Vero Beach, FL
Sebastian River High School, Sebastian, FL

Vero Beach Museum of Art, Vero Beach, FL
Riverside Theater, Vero Beach, FL
Sunrise Theater, Fort Pierce, FL
Maltz Jupiter Theater, Jupiter, FL



Disney Cruise Terminal 8, Port Canaveral, FL

Disney Cruise Terminal 8, Port Canaveral, FL
North County Water Treatment Plant, Indian River County, Vero Beach, FL
CROC Building, Palm Beach County, West Palm Beach

Condominium



Atlantic View & Seabreeze
Condominiums, Fort Pierce, FL

Victoria Condominiums, Vero Beach, FL
Seawinds Condominiums, Jensen Beach, FL
Ocean Harbor Condominiums, North Hutchinson Island, FL
Visions Condominium, Fort Pierce, FL
Barclay Beach Club, North Hutchinson Island, FL
Monterey Yacht & Country Club, Stuart, FL
Atlantic View Condominium, Fort Pierce, FL
Seabreeze Condominium, Fort Pierce, FL
Seaward Condominium, Fort Pierce, FL
Sea Oaks Tennis Club, Vero Beach, FL
Water's Edge Condominiums, Deerfield Beach, FL

Commercial

Deep Six Dive Shop, Vero Beach, FL
Parc 24 Office Complex, Vero Beach, FL
The Allied Building, Vero Beach, FL
Big Lots & Retail Center, Vero Beach, FL
Vero Beach Ag Building, Vero Beach, FL

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LONG CHRISTOPHER ANTHONY

THE ROOF AUTHORITY INC
6771 NORTH DIXIE HWY
FORT PIERCE FL 34946

LICENSE NUMBER: CCG056923

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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www.theroofauthority.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank M. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061		CONTACT NAME: _____ PHONE: _____ FAX: (954) 943-5050 E-MAIL: janny@furmaninsurance.com ADDRESS: _____															
INSURED The Roof Authority, Inc. 6771 North Old Dixie Hwy Ft. Pierce FL 34946		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Clear Blue Specialty Insurance Company</td> <td>37745</td> </tr> <tr> <td>INSURER B: Old Dominion Insurance Company</td> <td>40231</td> </tr> <tr> <td>INSURER C: National Union Fire Ins Co of Pittsburgh</td> <td>19445</td> </tr> <tr> <td>INSURER D: FBSA</td> <td></td> </tr> <tr> <td>INSURER E: American Gas Co Of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER F: Progressive Express Ins Co</td> <td>10193</td> </tr> </table>		INSURER	NAIC #	INSURER A: Clear Blue Specialty Insurance Company	37745	INSURER B: Old Dominion Insurance Company	40231	INSURER C: National Union Fire Ins Co of Pittsburgh	19445	INSURER D: FBSA		INSURER E: American Gas Co Of Reading PA	20427	INSURER F: Progressive Express Ins Co	10193
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COVERAGES CERTIFICATE NUMBER: 2020 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		AR01-RS-2001235-00	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CPAGG \$ 2,000,000 Employers Benefits Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		B1P0341R	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$		BE012781155	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	870-040105	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Property Installation Floater		6079975054	1/1/2020	1/1/2021	Per Installation Lim \$100,000
F	Automobile		05668142-3	1/27/2020	1/27/2021	Combined Single Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dirk DeJong/TP

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ACORD 25 (2014/01)
INS025 (2014/01)

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www.theroofauthority.com

Business References

Craig Merrill
President
Elliott Merrill Community Management
835 20th Place
Vero Beach, FL 32960
772-569-9853

Laurie Tyler
Elliott Merrill Community Management
835 20th Place
Vero Beach, FL 32960
772-569-9853

Rick MacDonald
Proctor Construction
141 Highway A1A, Suite 301
Vero Beach, FL 32960
772-234-8164

Shannon Stanley
Merritt Square Mall
777 East Merritt Island Causeway, Suite 95
Merritt Island, Florida 32952
321-745-2100

Thomas T. Cooper
Architect
4498 NE Skyline Drive
Jensen Beach, FL 34957
772-232-1767

Larry Hiegel
Windsor of Florida
3125 Windsor Boulevard
Vero Beach, FL 32963
772-388-8430

Brad Schuh
President
Summit Construction
2837 Flight Safety Drive
Vero Beach, FL 32960
772-794-2099

Alan Romano
AR Choice Management, Inc.
100 Vista Royale Blvd,
Vero Beach, FL 32962
772-567-0808

Anthony Donadio
Donadio & Associates Inc.
209 17th Street
Vero Beach, FL 3296
772-794-2929

Bill McCain
W.F. McCain & Associates
1171 19th Street
Vero Beach, FL 32960
772-770-1093

First Service Residential Property Management
3055 Cardinal Drive, Suite 200
Vero Beach, FL 32963
772-562-9031

Norman Spector
Ocean Village POA
24 South Ocean Drive
Fort Pierce, FL 34949

Mr. Jerry Maher
105 Sago Palm Rd.
Vero Beach, FL 32963

Re: Recommendation Letter
The Roof Authority, Inc.

I would like to take this opportunity to recommend The Roof Authority, Inc. I feel quality to do so, being they did two very different projects for me.

The first project was at my business, a restaurant I took over that needed extensive work. The main issue of the building was the roof. I met with Chris Long, owner of The Roof Authority, Inc. I knew I was dealing with a professional from the start. He has a broad knowledge of roofing and gave me several options. Ultimately, I chose a re-roof for the restaurant. That was at least five years ago. I have not had a single problem with the roof since. I think that speaks for itself.

My house was the next project I had for The Roof Authority, Inc. With the success I had in my dealing at the restaurant, I know The Roof Authority, Inc. would be the contractor for my home.

I am a satisfied customer, on two separate occasions and would be happy to share my experience about this company.

Sincerely,

Jerry Maher

From: Elliott Merrill Community Management
835 20th Place
Vero Beach, FL 32960

To: The Roof Authority, Inc.
6771 Old Dixie Hwy
Fort Pierce, FL 34946

To Whom It May Concern:

I have had the pleasure of working with The Roof Authority, Inc. on our several properties for both roof repairs and roof replacements. The Roof Authority, Inc. has handled our yearly roof inspections, maintenance and re-roof needs for many years now with the utmost dependability and professionalism. I would trust no one else to work on our properties roofs. The Roof Authority, Inc. consistently provides the highest quality of work in the least amount of time and accurately estimates all the work they do.

Elliott Merrill Community Management is in charge of many condominiums, town homes, commercial properties, and residences, and we trust all our roofing needs to The Roof Authority, Inc. They always represent the best interest of the customer and the building.

I fully recommend The Roof Authority, Inc. to work on any roof, and you'll know it is in good hands.

Sincerely,

Craig Merrill
President
Elliott Merrill Community Management

LETTER OF RECOMMENDATION

THE ROOF AUTHORITY, INC.

FROM: SCHLITT PROPERTY MANAGEMENT

TO WHOM IT MAY CONCERN:

I AM PLEASED TO WRITE THIS LETTER OF RECOMMENDATION FOR THE ROOF AUTHORITY, INC. WE HAVE RECENTLY CONTRACTED WITH THIS COMPANY FOR A RE-ROOF IN A HIGH EXPOSED AREA IN VERO BEACH. THIS IS A BUSY SHOPPING CENTER THAT ATTRACTS MANY PEOPLE. IT WAS THE CHRISTMAS SEASON AND THERE WERE A LOT OF SHOPPERS. INITIALLY I WAS CONCERNED ABOUT DOING THE JOB AT A TIME WHEN THERE WOULD BE SO MANY PEOPLE AROUND THE JOB SITE. ANY OF MY CONCERNS WERE NOT AN ISSUE WITH THIS COMPANY.

THE JOB WAS DONE IN A PROFESSIONAL MANNER, WHERE I COULD SEE SAFETY WAS A PRIORITY. I MADE NUMEROUS VISITS WHILE THE JOB WAS IN PROGRESS. THE MEN WERE WORKING DILIGENTLY TO GET THE JOB DONE ON TIME.

I WAS IMPRESSED WITH THIS COMPANY FROM THE START. I KNOW THE ROOF AUTHORITY INC. IS A COMPANY I WILL CALL IN THE FUTURE TO TAKE CARE OF MY ROOFING CONCERNS.

FEEL FREE TO CONTACT ME ON ANY QUESTIONS YOU MAY HAVE ON THIS COMPANY.

STEVEN SCHLITT
SCHLITT PROPERTY MGT., INC.

Re: Letter of Recommendation

To Whom It May Concern:

Our firm has had the pleasure of working with The Roof Authority, Inc. on several occasions. They have performed re-roof services as well as extensive repairs to existing structures. I have the utmost confidence in their workmanship. With roofing companies coming and going, it's nice to know of a reputable company who has roots in the community. The owners are locals who are actively involved in this county.

We have several high end properties in exclusive areas of Vero Beach. Sending this company to any one of these locations has never been a concern.

The Roof Authority, Inc. has worked on both flat and sloped roofs. Their professionalism is evident in every aspect of the project. It is obvious that they do roofing and only roofing. It is truly a trade of expertise. They do the job on time, within budget and according to specification.

It is comforting to know I have a reliable contractor that I can depend on to get the job done right.

Please contact me should you have any questions about The Roof Authority, Inc.

Buzz MacWilliam

Miscellaneous Information

We are proud to be affiliated with organizations that include: N.R.C.A., F.R.S.A. (Florida Roofing & Sheet Metal Association), the Indian River County Chamber of Commerce and the St. Lucie County Chamber of Commerce.



We are approved installers of all major manufacturers. Some of which include: Allied Signal, Decratile, Duro-Last, Fibertite, GAF, Gerard Roofing Technology, Johns Manville, Siplast, Soprema, US Intec, and Tamko.



With technology and social media now being a main means of communication, you can find The Roof Authority, Inc. on Facebook, Twitter, Angie's List and our website.



RFP 2020-03 Shopping Center Roof Replacement
Ranking Sheet

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			
5		0.2			0.3			0.5			
6		0.2			0.3			0.5			
7		0.2			0.3			0.5			

Comments:

MGM Contracting, Inc. \$152,000.00
The Roof Authority, Inc. \$216,100.00

Submitted By:

Title:

John W. Coffey, ICMA-CM
BBRD Community Manager
July 16, 2020

July 16, 2020

Shopping Center Roof Replacement RFP Evaluation Committee Meeting Minutes

Committee member Chairman Klosky welcomed everyone and started the meeting at 10am.

Committee member Chairman Klosky lead Pledge of Allegiance.

Roll call

Present: Committee member Trustee Henderson, Committee member Goetz, Committee member Chairman Klosky, Committee member Coffey and Gary Gresko

Election of Chairman

Committee member Goetz nominated Trustee Henderson. Seconded by Committee member Gary Gresko. Approved 3-0.

Opening of proposals

- MGM Contracting, Inc. \$152,000
- The Roof Authority, Inc. \$216,100

RFP review

The committee initially reviewed the proposals and discussed differences. Committee Member Coffey reminded the committee that the eventual contract will reference the construction plans which will be the controlling specifications versus the details of the proposal. Committee members discussed checking references, start dates, length of projects, and other details.

Motion by Committee member Goetz to adjourn, seconded by Committee member Gresko, approved 3-0.

Meeting ended at 10:55am.

Barefoot Bay Recreation District
Shopping Center Roof Project RFP Evaluation Committee Meeting
Minutes for 07-23-2020

Meeting called to order: 10:01am

Roll call:

Present: Committee member Chairman Klosky Joe Klosky, Committee member Matt Goetz, Committee Chair Luann Henderson, Committee member Gary Gresko

Audience: Hurrol Brinker, Robert Schmidt

Excused: Committee member John W. Coffey, ICMA-CM

Committee member Gary Gresko made a motion to approve the minutes of July 116, 2020, seconded by Matt Goetz, approved 3-0.

Committee member Mr. Gresko made reference calls to eight companies with four return calls, two for each vendor will all positive responses. There was conversation about the 90-day window for completion and after a discussion about whether the committee decided it was ample time.

Mr. Robert Schmidt spoke on the potential for shut down and concerns of what was going to happen inside the kitchen. The committee showed the prints to Mr. Schmidt and he was very satisfied.

Mr. Hurrol Brinker asked about the payment breakdown for MGM contracting and was directed to the last page of the proposal where it is located.

Committee member Matt Goetz made a motion to send the MGM contracting proposal to the BOT for approval, seconded by Gary Gresko, motion approved 3-0.

Committee member Matt Goetz made a motion to adjourn, seconded by Committee member Gary Gresko, approved 3-0.

Meeting adjourned at 10:15am.



July 16, 2020

Mr. John W Coffey
Community Manager
Barefoot Bay Recreation District
625 Barefoot Blvd
Barefoot Bay, FL 32976
Delivered via email: jcoffey@bbrd.org

**Re: Barefoot Bay 935/937 Reroofing
Additional Services Request - 03
TLC Project Number: 519157**

Dear Mr. Coffey:

Per our conversation on Thursday, July 16, 2010, TLC Engineering Solutions, Inc. has developed the following proposal to provide supplemental services for the above referenced project.

Additional service is based on the following scope items: Provide conventional construction administration services (CA) for project referenced above. Conventional construction administration services include: response to bidder questions, response to local permitting official's comments, response to contractor's request for information (RFI during the construction period, review of submittals and shop drawings. One (1) site visit per discipline is included in the basic scope of services. Additional site visits as requested in writing by the Barefoot Bay Recreation District will be performed at our standard hourly rates.

TLC is prepared to provide supplemental services as outlined above for a fixed fee of **\$6,800.00**.

All other terms of our original proposal dated August 2, 2019 would apply unless specifically modified by this proposal.


If our proposal is acceptable, your signature below will confirm our authorization to proceed. Retain one copy and return one copy to TLC at the address on this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client.

Please give me a call with any questions or comments.

Sincerely,

TLC Engineering Solutions, Inc.


Colin G. Doyle, PE
Associate / Structural Project Engineer


Gary C. Krueger, PE, CM, LEED AP BD+C
Vice President / Executive Director

Barefoot Bay Recreation District

By: _____

Print Name and Title

Date: _____

Board of Trustees

Meeting Agenda Memo

Date: Friday, August 14, 2020

Title: **Moratorium on Formation of New Clubs/Organizations**

Section & Item: 9.B

Department: Administration, District Clerk

Fiscal Impact: N/A

Contact: John W. Coffey ICMA-CM, Community Manager

Attachments: Excerpt from Policy Manual

Reviewed by

General Counsel: No

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



Requested Action by BOT

Approval of a moratorium on the formation of new clubs/organizations until the Building A Renovations project is completed.

Background and Summary Information

The *Policy Manual*, on pages 36 and 37, states that residents must calendarize their proposed meeting dates and times prior to the Community Manager approving their request to form a new club or organization. Currently, Building A and C are closed due to the COVID-19 pandemic. Due to the upcoming Building A Renovations project contract with Parkit Construction, Inc. which lists a six-month project schedule, plus the COVID-19 required reduced capacity of Building D/E, there is currently not enough space on the existing D/E calendar for the 70 clubs (27 other recognized clubs do not use the assembly buildings on a regular basis) to meet as desired. Allowing new clubs to be formed will only exacerbate this problem.

Hence, the Community Manager recommends the BOT enact a moratorium on the formation of new clubs and organizations until the Building A Renovations project is completed (at which time it will automatically be lifted).

\$50.00 for use of kitchen (non-refundable)

Plus \$80.00 refundable deposits

Note: Fees are double if both sides are used.

Building "C" \$50.00 per hour (2-hour minimum)

Pool #1 Pavilion \$100 per hour (2-hour minimum)

Note: All deposits must be paid at the time of reservation. If renter does not cancel their reservation within 7 days of reservation, they will forfeit their rental fee.

"Not for profit" and governmental entities that perform free services to support District residents in health and well-being may be provided the use of buildings at no charge. The waiver of rental fee must be approved by the Community Manager or his/her designee.

Any "for profit" function held at any District facility must be approved by the Community Manager or his/her designee.

2. Parking fee for allowed vehicles
(other than automobiles) at Falcon Dr. Lot \$10.00 per day

Automobiles overnight in Building "A" lot:

Residents

Up to 3 nights per month free (more nights must be approved by the Community Manager or his/her designee)

4 - 7 nights \$10.00

8 or more nights \$25.00/week¹³²

Guests

1-2 nights \$ 5.00

3-7 nights \$10.00

8 or more nights \$25.00/week

3. Beach and Pier \$15.00 1 Day pass
\$25.00 refundable key deposit

3.4 Guidelines for Registering as a Club or Organization and Use of District Facilities

Registration of Clubs/Organizations/Private Parties

1. Any request to form a registered Club or Organization that intends to use District facilities must be approved by the Community Manager.¹³³
2. An Application form and Building Registration form must be filed as part of the application which shall include the following information:
 - A. Name of Club or Organization

- B. Names, addresses, phone numbers of at least four responsible year round District residents or elected officers or alternates. All officers of the club or organization must be District residents.
 - C. Times, dates, and their choice of established layouts of tables and chairs needed for the club/organization.
 - Any club or organization having fewer than 3 meetings and/or events per year shall be de-certified.¹³⁴
 - D. Definition and purpose of the club or organization.
 - E. Other pertinent information as may be required.
- 3. Changes to Club Officers or designated responsible parties must be reported to BBRD management staff when changes occur to keep registration forms current.
 - 4. Clubs or Organizations must renew their applications for use of District facilities on an annual basis. This must be done no later than the December 31st of each year. Names and address of officers (who must be District residents) shall be provided. Failure to maintain residents as officers will result in the club or organization being de-certified as a registered club or organization. This is necessary to reaffirm scheduling for each season/year. Applicants also need to report if they desire to have their names published in the HOA annual phone directory.
 - 5. The designated parties will be the only recognized officials to make new arrangements and changes to the schedule or set up plans.
 - 6. The time that has been scheduled for club meetings must be followed. Members are not allowed to come in early. Other functions or cleaning may be in progress prior to the clubs scheduled time.

Use of District Facilities

- 1. Any Club or Organization that uses District facilities must be comprised of a majority of Barefoot Bay residents unless permitted by policies adopted by the Board of Trustees. Only registered Clubs or Organizations may use District facilities on a non-fee basis.¹³⁵
- 2. Residents of the Barefoot Bay Recreation District may utilize District facilities but registered Clubs or Organizations shall have priority in scheduling.
- 3. Social events held by residents requesting use of District facilities shall be classified as "District Resident-Private Parties." Rental fees shall not apply; however, non-residents who attend these functions must register as guests and pay fees in accordance with the District's fee schedule.
- 4. Residents using District facilities for a "for profit" event are required to pay fees in accordance with the District's fee schedule.
- 5. Non-registered clubs and organizations or non-residents may use District facilities upon payment of appropriate fees in accordance with the District's fee schedule. Priority shall be in terms of scheduling:
 - A. BBRD official meetings, workshops and/or events
 - B. BFBHOA
 - C. District Resident-Private Parties
 - D. Registered Clubs, Organizations
 - E. Non-residents.

Non-Discrimination Policy

The Barefoot Bay Recreation District does not discriminate against anyone in a protected class including, but not limited to race, creed, color, national origin, religion, gender, or sexual orientation. When in use of Barefoot Bay Recreation District facilities, anyone in a protected class including employees, residents and guests will not be discriminated against regardless of race, creed, color, national origin, religion, gender or sexual orientation.¹³⁶

Board of Trustees

Meeting Agenda Memo

Date: Friday, August 14, 2020
Title: **791 Falcon Drive (vacant land) Offer to Sell to BBRD**
Section & Item: 9.C
Department: Administration, District Clerk
Fiscal Impact: \$116,940.00 (offer price)
Contact: Cliff Repperger, General Counsel, General Counsel, John W. Coffey
ICMA-CM, Community Manager
Attachments: Draft Resolution calling for Referendum Election 791 Falcon Drive, Email from property owner, Attachment to email from property owner

Reviewed by
General Counsel: Yes
Approved by: John W. Coffey, ICMA-CM, Community Manager



Requested Action by BOT

Consideration of offer to sell 791 Falcon Drive to BBRD and approval of resolution to place a referendum on the November 3, 2020 ballot.

Background and Summary Information

BBRD has limited open land suitable for storage needs. Specifically, the complex at Falcon Drive currently uses a portion of the adjacent property (to the north) for open storage and placement of roll-off containers (used for landscape debris). Additionally, due to the Charter limitation of \$25,000.00 for new acquisitions, BBRD has resorted to purchasing multiple sheds over the years for storage needs. These sheds are located through the community in addition to the complex at Falcon Drive.

In 2017, when the BOT was considering long-term financing of R&M/Capital projects, staff proposed acquiring several vacant parcels adjacent to BBRD for centralized storage and expanded RV Storage spaces. None of these proposals eventually made the final list of 20 projects to be considered for financing (pursue of long-term financing was eventually dropped when the composition of the BOT changed after the 2018 elections).

On Thursday, July 30, 2020, Mr. Andy Ziffer of Ziffer Investments LLC called Community Manager Coffey to inquire if BBRD would be interested in purchasing the property at 791 Falcon Drive. Mr. Coffey explained to Mr. Ziffer the process that would be involved, and Mr. Ziffer stated he would send an email with some information and his asking price next week. The attached documentation was received on Tuesday, August 4, 2020. On Thursday, August 6, 2020, Community Manager Coffey and Property Services Manager Goetz walked the property and determined the following:

- Approximately 25-33% of property is dry
- Dry location is primarily on the western and northern ends of the parcel
- The canal from Egret Circle that runs under Barefoot Blvd, follows the southern border and flows under the railroad tracks via an approximately 6-foot concrete pipe
- The center of the property is bowl shaped with very mucky soil and standing water in various small ditches running from the north to southeast

Hence, the probable use of the property by BBRD,(if acquired) would be for construction of a centralized storage facility and/or open storage on property owned by BBRD.

If the BOT is interested in acquiring this property, the following tasks should be considered:

- Determination of referendum date and language
 - November 3, 2020 election: deadline to get language to the Supervisor of Elections Office is August 17, 2020
 - Cost to hold a stand-alone referendum in February 2021 currently unknown (staff will try to obtain the information prior to the meeting date)
- Communication of referendum information and BBRD's position regarding price to the property owner
- Adoption of a resolution calling for the referendum
- Acquisition of an environmental survey of the property to further define how much of the property is capable of being developed (staff contacted a local environmental assessment firm on Thursday, August 6th but has not received a response as of the date and time of the drafting of this memo)
- Obtain a rough order of magnitude (RoM) cost estimate for clearing and site prep for future use of the property.

Hence, staff recommends the BOT approve Resolution 2020-XX calling for and scheduling a referendum election to authorize the BOT to purchase 791 Falcon Drive.

RESOLUTION 2020-_____

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT CALLING FOR AND SCHEDULING A REFERENDUM ELECTION ON NOVEMBER 3, 2020 TO AUTHORIZE THE BOARD OF TRUSTEES TO EXPEND IN EXCESS OF \$25,000.00, BUT NOT TO EXCEED \$116,940.00 PLUS STANDARD BUYER'S CLOSING COSTS, TO PURCHASE REAL PROPERTY LOCATED AT 791 FALCON DRIVE, MICCO, FL 32976; PROVIDING FOR THE MANNER IN WHICH SUCH ELECTION SHALL BE CONDUCTED; ESTABLISHING THE FORM OF THE BALLOT OF SUCH ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the Barefoot Bay Recreation District (the "District") (Brevard County Ordinance 84-05, as amended by Brevard County Ordinances 96-53, 08-03, 2012-01, and 2018-22) and Fla. Stat. Sec. 418.304 (13), Florida Statutes mandate that the Barefoot Bay Recreation District obtain a majority vote of qualified electors voting in a referendum election called by the District prior to the acquisition of common real or tangible personal property, when the cost, price, or consideration thereof exceeds \$25,000.00 in total costs; and

WHEREAS, the owner of real property located at 791 Falcon Drive, Micco, FL 32976, Parcel ID 30-38-11-00-505 ("Subject Property"), Ziffer Investments, LLC has submitted an offer to Barefoot Bay Recreation District to purchase the Subject Property for One Hundred Sixteen Thousand, Nine Hundred and Forty Dollars (\$116,940.00) plus standard buyer's closing costs; and

WHEREAS, the Legal Description of the Subject Property is:

That part of Government Lots 2 and 3, Section 11, Township 30 South, Range 38 East, Brevard County, Florida, lying South of O.R. Book 3633, Page 932, Public Records of Brevard County, Florida, Lying South of O.R. Book 3633, Page 932, public records of Brevard County, Florida, West of the Right of Way line of the Florida East Coast Railroad Right of Way and North of the North Right of Way line of the Florida East Coast Railroad right of way and North of the North Right of Way of Barefoot Boulevard Less and Except that part contained in Official Records Book 1966, Page 56 and in Official Records Book 3475, Page 1972 all in the Public Records of Brevard County, Florida.

AND

The South 329 feet of Government Lot 3, Section 11, Township 30 South, Range 38 East lying West of the Right of Way line of the Florida East Coast Railroad Right of Way, Less and Except that part contained in Official Records Book 1177, Page 296 and Official Records Book 1554, Page 73, Public Records of Brevard County, Florida.

BEING the same property described in the deed recorded in Official Records Book 5533, Page 5994, of the Public Records of Brevard County, Florida; and

WHEREAS, the Board of Trustees, has determined that the Subject Property would be of useful benefit for the operations of Barefoot Bay Recreation District; and

WHEREAS, the Board of Trustees intends that this Resolution shall set forth the written terms and conditions of the above described expenditure, to wit: the expenditure of greater than \$25,000.00, but not to exceed \$116,940.00, plus standard buyer's closing costs, to purchase the Subject Property; and

WHEREAS, the Board of Trustees has noted that the proposed purchase price of the Subject Property equals the current assessed value of the Subject Property; and

WHEREAS, in accordance with the above referenced authority, the Board of Trustees of the District hereby declares that the above referenced expenditure should be submitted to the qualified electors of Barefoot Bay Recreation District by at least a two-thirds majority; and

WHEREAS, Section 101.161, Florida Statutes, provides for the procedures to submit a public measure to a vote of the electors of an independent special district; and

WHEREAS, Section 100.342, Florida Statutes, provides for the public notice requirements for such a referendum;

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

Section 1. The Board of Trustees of the Barefoot Bay Recreation District hereby determines that the expenditure of greater than \$25,000.00, but not to exceed \$116,940.00, plus standard buyer's closing costs, to purchase the Subject Property will serve a substantial public benefit and purpose to the citizens of Barefoot Bay Recreation District.

Section 2. The Board of Trustees of the Barefoot Bay Recreation District hereby calls for a referendum election to be held concurrent with the general election on the 3rd day of November, 2020. The place for voting in such referendum election shall be the usual place for voting in the District in the general election to be held on the 3rd day of November, 2020. The polls shall be open at each voting place on the day of the general election during the hours specified by the general laws of the State of Florida. All duly qualified electors residing within the District shall be entitled to participate in and vote at such referendum election.

Section 3. The ballot to be used at such referendum election shall contain a statement of the proposed subject matter of the question and shall be in substantially the following form:

BALLOT
Barefoot Bay Recreation District, Brevard County, Florida

NO.1

**AUTHORIZATION OF EXPENDITURE FOR
PURCHASE OF 791 FALCON DRIVE, MICCO, FL 32976**

Shall the Board of Trustees of the Barefoot Bay Recreation District be authorized to expend in excess of \$25,000.00, but not to exceed \$116,940.00, plus standard buyer's closing costs, to purchase real property located at 791 Falcon Drive, Micco, FL 32976?

_____ YES (for approval)
_____ NO (for rejection)

Section 4. The Community Manager, or the Community Manager's designee, is hereby authorized and directed to instruct the Supervisor of Elections of Brevard County, Florida to include the above described question on the ballot for the general election to be held on the 3rd day of November, 2020. The Board of Trustees of the Barefoot Bay Recreation District shall officially certify this Resolution to the Supervisor of Elections not less than thirty (30) days nor more than sixty (60) days from the effective date of this Resolution. The costs associated with such referendum election shall be paid by Barefoot Bay Recreation District.

Section 5. Notice of said referendum election in substantially the form showing in Exhibit "A" to this Resolution shall be published two (2) times in a newspaper of general circulation according to the laws of the State of Florida. The first publication shall be during the fifth week prior to the week in which this referendum election is to be held and the second publication shall be during the third week prior to the week in which the referendum election is to be held. A minimum of five (5) copies of this Resolution shall be kept on file in the office of the Community Manager for public inspection upon demand during normal business hours.

Section 6. Following the referendum described herein, the Board of Trustees of Barefoot Bay Recreation District shall adopt a Resolution declaring and ratifying the results of the referendum.

Section 7. Should any section or provision of this Resolution be declared by a Court of competent jurisdiction to be invalid or unconstitutional, such decision should not affect the validity of the remainder of this Resolution, and the remainder shall remain in full force and effect.

Section 8. This Resolution shall take effect 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 Joseph Klosky	_____
Trustee Michael R. Maino	_____
Trustee Roger Compton	_____
Trustee Randy Loveland	_____
Trustee Luann Henderson	_____

The Chairman thereupon declared this Resolution Passed and Adopted this 14th day of August 2020.

BAREFOOT BAY RECREATION DISTRICT

By: _____
JOSEPH KLOSKY, Chairman

Attest: _____
ROGER COMPTON, Secretary

EXHIBIT "A"

**NOTICE OF REFERENDUM ELECTION
OF THE BAREFOOT BAY RECREATION DISTRICT**

Notice is hereby given that a referendum election shall be held to consider whether the Barefoot Bay Recreation District may expend in excess of \$25,000.00, but not to exceed \$116,940.00, plus standard buyer's closing costs, to purchase real property located at 791 Falcon Drive, Micco, FL 32976. The referendum election shall be held on November 3, 2020, at which the question described in the following resolution number 2020-_____ adopted by the Board of Trustees of Barefoot Bay Recreation District, on the 14th day of August, 2020 shall be submitted to the electors:

[RECITE RESOLUTION]

John Coffey

From: andy ziffer.us <andy@ziffer.us> on behalf of andy ziffer.us
Sent: Tuesday, August 04, 2020 1:15 PM
To: jcoffey@bbrd.org
Subject: 8.7± acres Barefoot Bay
Attachments: Barefoot.pdf; 3006372.pdf; BU1 Zoning rules.pdf


Good day John,

I made a significant land purchase in 2005 in Barefoot Bay. Attached is the survey and the property appraiser's valuation of the 8.7± acre lot in Barefoot Bay. The zoning opportunities are attached as well. It may well serve the Barefoot Bay community to control the use of the land and to either utilize it now, or in the future for auxiliary or support structures, even storage.

Historically properties trade far in excess of the property appraisers market value. I'm offering the land to the municipality at a very attractive price, the market value per the property appraiser, \$116,940. This is a huge loss to me, but I'm willing to move on. Thank you for your consideration, that of the board and the residents.

Kindly confirm receipt of this email.

Best,
Andy Ziffer
Ziffer Investments LLC
954.559.8000



**8.73
ac (+/-)**

Barefoot Bay Boulevard

FALCON DRIVE (80' ROW)

CLEARING BASE S00°09'34"E 814.17'(S)

N89°53'07"W 529.91'(S)

VACANT LOT
AREA = 8.73 ACRES, MORE OR LESS

F.E.C.
RAILROAD
S23°51'40"E 428.59'

RAILROAD
(100' ROW)

S64°47'20"W 268.37'(S)

S02°38'12"N 42.82'(S)
S03°39'52"W 369.48'(S)

ZONE "X"
ZONE "A"
(Q.R. BOOK 3475 PAGE 1972 BCR)

(Q.R. BOOK 1096 PAGE 56 BCR)

BAREFOOT

(150' ROW)

BLVD.

N72°52'43"W 141.23'(S)

147'(S)

UTILITY STA.
WELLHEAD PUMP AND WATER PIPELINE
EASEMENT - Q.R. BOOK 1096 PAGE 50

EXISTING TRANSMISSION LINE EASEMENT - Q.R. BOOK 1096 PAGE 50

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Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700

<https://www.bcpao.us>

Account	3006372
Owners	Ziffer Investments LLC
Mailing Address	3100 NE 47Th Ct, 402 C/O A. Ziffer Ft Lauderdale FL 33308
Site Address	791 Falcon Dr Unit Liftst Micco FL 32976
Parcel ID	30-38-11-00-503
Property Use	1000 - Vacant Commercial Land
Exemptions	None
Taxing District	3400 - Unincorp District 3
Total Acres	8.26
Subdivision	--
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0000/0000
Land Description	That Part Of Govt Lots 2 & 3 S Of Orb 3633 Pg 395, W Of The W R/W Line Of F.E.C. Rr & N Of The N R/W Line Of Barefoot Blvd Exc 1966/56, 3475/1972

VALUE SUMMARY

Category	2020	2019	2018
Market Value	\$116,940	\$116,940	\$116,940
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$116,940	\$116,940	\$107,740
Assessed Value School	\$116,940	\$116,940	\$116,940
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$116,940	\$116,940	\$107,740
Taxable Value School	\$116,940	\$116,940	\$116,940

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
04/27/2010	--	WD	Vacant	6177/1523
09/09/2005	\$780,000	WD	Vacant	5535/5994
12/14/2001	\$450,000	WD	Vacant	4491/0721
12/01/1967	\$2,513,000	PT	--	0996/0989

No Data Found

Sec. 62-1482. General retail commercial, BU-1.

The BU-1 general retail commercial zoning classification encompasses land devoted to general retail shopping, offices and personal services to serve the needs of the community. Where this zoning classification is presently located or is proposed to be located adjacent to the lagoonal water edge or fronts on the ocean, water-dependent uses such as fish, shellfish and wildlife production, recreation, water-dependent industry and utilities, marinas and navigation shall have the highest priority. The next highest priority for uses along the waterfront include water-related uses such as utilities, commerce and industrial uses. Water-enhanced uses such as restaurants and tourist attractions shall have the next highest use priorities. Of lowest priority are those uses which are nonwater-dependent and nonwater-enhanced, and those which result in an irretrievable commitment of coastal resources.

(1) *Permitted uses.*

- a. All business uses and all material and products shall be confined within substantial buildings completely enclosed with walls and a roof; however, retail items of substantial size or which of necessity must remain outside of a building may be permitted to be displayed outside the buildings. Such retail items include but are not limited to motor vehicles, utility sheds, nursery items such as plants and trees, and boats.
- b. The following uses, or other uses of a similar nature compatible with the character of the uses specifically described in this subsection, are permitted, and shall be limited to retail only:

Administrative, executive and editorial offices.

Antique shops.

Aquariums.

Art goods and bric-a-brac shops.

Artists' studios.

Auditoriums.

Automobile hire.

Automobile parts, if confined within a structure.

Automobile repairs, minor (as defined in Section 62-1102)

Automobile sales and storage, provided sales are from a permanent structure and the storage area meets the requirements of article VIII of this chapter, pertaining to site plans, and article XIII, division 2, of this chapter, pertaining to landscaping.

Automobile tires and mufflers (new), sales and service.

Automobile washing.

Bait and tackle shop.

Bakery sales, with baking permitted on the premises.

Banks and financial institutions.

Barbershops and beauty parlors.

Bed and breakfast inn.
Bicycle sales and service.
Billiard rooms and electronic game arcades (soundproofed).
Bookstores.
Bowling alleys (soundproofed).
Cafeterias.
Ceramics and pottery; finishing and sales; no production or firing except accessory to on site sales only.
Coin Laundromats.
Churches.
Colleges and universities.
Commercial schools offering instruction in dramatic, musical or other cultural activity, including martial arts.
Confectionery and ice cream stores.
Conservatories.
Contractors' offices, with no outside storage.
Convenience stores, with or without gasoline sales.
Curio shops.
Dancing halls and academies (soundproofed).
Child or adult Day care centers.
Display and sales rooms.
Dog and pet hospitals and beauty parlors, with no outside kennels or runs.
Drug and sundry stores.
Dyeing and carpet cleaning.
Electrical appliance and lighting fixtures.
Employment agencies.
Fraternities and sororities.
Florist shops.
Foster homes.
Fruit stores (packing on premises).
Funeral homes and mortuaries.
Furniture stores.
Furriers.
Gift shops.
Grocery stores.
Group homes, levels I through III, subject to the requirements set forth in section 62-1903 and section 62-2112.
Hardware stores.
Hat cleaning and blocking.
Hobby shops.
Hospitals and convalescent homes.
Interior decorating, costuming and draperies.
Jewelry stores.
Laboratories.
~~Laundries and laundromats.~~

Lawn mower sales.
Leather good stores.
Luggage shops.
Mail order offices.
Meat, fish and seafood markets.
Medical buildings and clinics, and dental clinics.
Messenger offices.
Millinery stores.

~~Minor automobile repairs, performed either in conjunction with a gasoline service station or as a separate business, providing they are of the following type:~~

~~Emergency wiring repairs.~~
~~Exchange of fuel pumps and installing fuel lines.~~
~~Greasing and lubrication.~~
~~Minor servicing and replacement of carburetors.~~
~~Sale and servicing of sparkplugs and batteries.~~
~~Tire repair and servicing, but no recapping.~~
~~Replacement of mufflers, tailpipes, water hoses, fan belts, brake fluid, lightbulbs, floor mats, seat covers, wiper blades and arms for windshield wipers, and replacement of grease retainers and wheel bearings.~~
~~Tuning engines, with the exception of grinding valves, cleaning carbon or removing the head of engines or crankcases.~~
~~Washing and polishing.~~

Motorcycle sales and service.
Music, radio and television shops and repairs.
Newsstands.
Optical stores.
Paint and wallpaper stores.
Parking lots (commercial).
Parks and public recreational facilities.
Pawnshops.
Pet shops, with property enclosed to prevent any noxious odors.
Photograph studios and galleries.
Plant nurseries (no outside bulk storage of mulch, topsoil, etc.).
Post offices.
~~Pottery sales, with no manufacturing.~~
Printing services.
Private clubs, lodges, fraternities and sororities.
Professional offices and office buildings.
Restaurants.
Sale of alcoholic beverage, package only.
Schools for business training.
Schools, public or private.
Shoe repair shops.

- b. A child care center is accessory to a church.
- c. An accessory building must be accessory to the primary use, and must meet all setback requirements for a principal structure, with a minimum spacing of 15 feet between structures.
- d. An accessory building may exceed the size of the principal structure, notwithstanding the requirements of the definition of the term "accessory building" in section 62-1102.
- e. A roadside stand used as provided in chapter 86, article IV, is permitted as an accessory use.

(3) *Conditional uses.* Conditional uses are as follows:

~~Additional building height.~~

Adult congregate living facility.

Alcoholic beverages for on-premises consumption.

Change of nonconforming agricultural use.

~~Permanent~~ commercial entertainment and amusement enterprises (small scale and large scale).

Commercial/recreational and commercial/industrial marinas.

Land alteration (over five acres and up to ten acres).

~~Motorecycle repair.~~

~~Off site parking separated by a public road right of way.~~

Performance Overlay Districts.

Plant nurseries (with outside bulk storage of mulch, topsoil, etc.)

~~Sale of alcoholic beverages.~~

Security ~~trailer~~ mobile home.

Substantial expansion of a preexisting use.

Towers and antennas.

Trailer and truck rental.

Treatment and recovery facility.

(4) *Minimum lot size.* Except for gasoline service stations, an area not less than 7,500 square feet is required, having a width and depth of not less than 75 feet.

(5) *Setbacks.*

- a. *Generally.* Except for gasoline service stations, structures shall be set back not less than 25 feet from the front lot line, and not less than 15 feet from the rear lot line, unless the property abuts a dedicated 20-foot alley, in which case the setback shall be no less than five feet. No side lot line setback is required, provided that the side wall is a three-hour firewall, unless the property abuts a residential zone, in which case the side setback

shall be 15 feet. Where doors or windows or other openings are installed in an exterior side wall, a minimum setback of five feet shall be maintained. Where a 20-foot dedicated alleyway does not exist adjacent to or abutting the rear lot line, a minimum five-foot side lot line setback shall be required on each side. In lieu of these required minimum five-foot setbacks on each side, a ten-foot paved driveway setback on one side only may be substituted, provided a three-hour firewall is constructed where the building is within five feet of the property line. On a corner lot, the side street setback shall be not less than 15 feet. If a corner lot is contiguous to a key lot, then the side street setback shall be not less than 25 feet.

Within the Merritt Island Redevelopment Area. On all lots in the Merritt Park Place Subdivision except corner lots, structures shall be set back not less than 15 feet from the front lot line where parking is located to the side or rear of the principal structure. Otherwise, all other provisions as described above shall apply.

b. *Oceanfront property.* Setbacks for oceanfront property (between Highway A1A and the ocean) are as follows:

1. The front setback shall be 30 feet from the front lot line.
2. The rear setback shall be 20 feet from the rear lot line.
3. Setbacks from the ocean on oceanfront property shall be governed by the provisions of article XII of this chapter.
4. In no case shall any side setback be less than ten feet. If the property abuts a residential zone, the side setback shall be 15 feet from the side lot line. If a corner lot is contiguous to a key lot, the setback shall be not less than 25 feet.
5. On property bordering the ocean, a minimum of 30 percent of the ocean frontage shall be left open as breezeway.

(6) *Minimum floor area.* All structures shall contain a minimum of 300 square feet of floor area.

(7) *Structural height standards.*

- a. Where the property abuts any other land located in the GU, AGR, AU, ARR, REU, RU-1-7, RU-1-9, RU-1-11, RU-1-13, RR-1, EU, EU-1, EU-2, SEU, SR, RVP, TR-1-A, TR-1, TR-2, TR-3, TRC-1, RRMH-1, RRMH-2.5, RRMH-5, EA, PA or GML zoning classification, the

maximum height threshold of any structure or building thereon shall be 35 feet.

- b. Where the property abuts any other land located in the RA-2-4, R-2-6, RA-2-8, RA-2-10, RU-2-4, RU-2-6, RU-2-8, RU-2-10, RU-2-12, RP or BU-1-A zoning classification, the maximum height threshold of any structure or building thereon shall be 45 feet.
 - c. Where the property abuts any other land located in the RU-2-15, RU-2-30, BU-1, BU-2, PIP, PBP, IU, IU-1, TU-1 or TU-2 zoning classification, the maximum height threshold of any structure or building thereon shall be 60 feet.
 - d. Where any structure or building exceeds 35 feet in height, all conditions enumerated in ~~division 5, subdivision III of this article~~ Sec. 62-2101.5 as applicable shall be fully satisfied.
 - e. Structures or buildings may ~~not be requested to exceed the maximum height thresholds stated in this subsection by conditional use permit, pursuant to division 5, subdivision III, of this article~~ unless otherwise permitted by Section 62-2101.5.
- (8) *Fencing and buffering.* See article XIII, division 2, of this article, pertaining to landscaping.
- (9) *Metal buildings.* Metal buildings shall be permitted in this zoning classification subject to the restrictions presented in section 62-2115.

(Code 1979, § 14-20.12(B); Ord. No. 95-17, § 1, 4-11-95; Ord. No. 95-47, §§ 52, 53, 10-19-95; Ord. No. 95-49, §§ 3, 9, 12, 18, 21, 10-19-95; Ord. No. 95-51, § 4, 10-19-95; Ord. No. 96-16, §§ 55, 56, 3-28-96; Ord. No. 96-46, § 14, 10-22-96; Ord. No. 97-23, § 2, 7-8-97; Ord. No. 97-40, § 2, 10-14-97; Ord. No. 99-07, § 12, 1-28-99; Ord. No. 99-24, § 9, 4-8-99; Ord. No. 2000-50, § 3, 10-31-00; Ordinance No. 2001-07, enacted February 20, 2001, Ordinance No. 2001-30, enacted May 24, 2001)



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, ICMA-CM, Community Manager

Date: August 14, 2020

Subject: Manager's Report

Resident Relations

ARCC Meeting 8/4/20

- 19 Consent items - approved
- 9 Other items – 7 approved, 1 denied, and 1 tabled

Next ARCC Meeting

- 8/18/20 (to be held in NAB Conference Room due to elections)

Violations Committee Meeting 8/14/20

- 24 cases were on the agenda

Next Violations Committee Meeting

- Is scheduled for 10am 8/28/20

Interesting Facts for July

- 33 homes sold and 62 new homeowners received their badges

Golf-Pro Shop

- **Selective herbicide applications**
 - Areas on the tees, fairways, and greens will be yellowing for the next few weeks
- **Golf Course Closures**
 - Voting in Building D/E: August 18th
- **Irrigation System Design and Engineering**
 - Still seeking additional quotes

Property Services

- Secured facilities for Hurricane per Emergency Management plan and then re-opened them
- Replaced the back door on the Brevard County Water and Sewer Office
- Continued work on the miniature golf course
 - Continued installation of border pavers
 - Fence vendor secured the building permit and installation TBD
 - Installed water fountain
 - Procured “obstacles” for Hole #9
- Repaired broken water line at the beach
- Ordered new signs along A1A for the Beach (existing signs damaged)
- Inspected lighting outage at Pool #1
- Conducted site survey with the Community Manager of 791 Falcon Drive
- Completed preparations of Bldg. A for renovations project
- Addressed all current DOR violations
- Continued soliciting bids for various projects

General Information

- **Bldg. A Renovations Project update** - The vendor secured the building permit on August 3, 2020 and the project is scheduled to start on Monday, August 10, 2020.
- **Bldg. A Sound System Improvement Project update** – After meeting with a representative of Little Theater, who donated \$5,000.00 to partly fund the project, staff signed a proposal to upgrade speaker, wiring, install stage input sockets, and a digital mixer for a total price of \$6,692.07 (proposal is attached).
- **Dog Park Workshop** – Is scheduled for Thursday, August 27, 2020 at 9am in Bldg. D/E (closed to the public).

PROPOSAL

Building "A" Audio Upgrade with Digital Mixing Console

Barefoot Bay

625 Barefoot Blvd
Sebastian, FL 32976

Revision: 0
Modified: 6/17/2020



Presented By:

Premier Electronic Solutions

3716 N. Wickham Rd.
Suite 1
Melbourne, FL 32935
(321) 622-8981



Speaker Upgrade

New speakers will be installed to replace the older PA speakers. The new speakers will feature dedicated dome tweeters and smaller, faster woofers for cleaner reproduction of sound.



- 6 EPISODE® ECS-500-AW70V-8-BLK**
COMMERCIAL SURFACE MOUNT, ALL WEATHER, 70V SERIES 8" SPEAKER (BLACK, EACH)



- 360 PREMIER1 14/2**
CL3 RATED OXYGEN-FREE 105 STRAND COUNT 14AWG 2 CONDUCTOR WIRE.

Stage Audio

Two unbalanced line level audio inputs will be installed by the stage to allow connection of auxiliary audio equipment (laptop computers, projectors, tablets, mobile phones) to the audio system



- 2 MUXLAB 500028-WP-US**
WALL MOUNT STEREO AUDIO BALUN



- 2 MUXLAB STEREO HIFI BALUN**
STEREO HIFI AUDIO BALUN SENDER/RECEIVER.



- 400 PREMIER1 CAT6**
CAT 6 550MHZ UNSHIEDED 23/4 .58MM CMG-RATED WIRE



- 1 PESLN 2-GANG LOW VOLTAGE BRACKET (EC)**
OPEN-BACKED LOW VOLTAGE BRACKET FOR EXISTING CONSTRUCTION.



- 1 WIREPATH™ DECOR-2-WH**
DECORATIVE DOUBLE GANG WALL PLATE (WHITE)

Line Level For Stage Input



- 2 RDL TX-J2**
STEREO UNBALANCED TO MONO BALANCED TRANSFORMER.



- 2 BINARY™ CABLES B5-AUD-2**
B5-SERIES ANALOG AUDIO CABLE (2 METER).



- 2 BINARY™ CABLES B6-XLR-3FM-10FT**
XLR FEMALE TO MALE CABLE

* Price Includes Accessories

A digital mixer with presets and built-in digital signal processor will be installed. With the digital mixer, levels can be set at the time of install and recalled with the touch of a button from the free App or front panel. The Digital Signal Processor will allow for adjustments to be made to sound better in the space.



1 YAMAHA TF-RACK

PRO TF SERIES DIGITAL MIXING CONSOLE INTUITIVE USER INTERFACE, SCENE PRESETS, DIGITAL EFFECTS/PROCESSING UNITS.

Scope, Specifications, and Requirements

Scope, Specifications, and Requirements

**Changes to proposal can only be made with a signed change order approving changes and any additional costs.*

**An electrical outlet will be required at the location of the audio system. If this is not available an electrical contractor will need to add this. Labor and materials for this outlet if not currently available are not included in the proposal.*

**Sufficient WiFi signal needs to be available in all areas the system will be used for proper operation. Premier Electronic Solutions cannot be held liable and payment cannot be withheld for issues related to insufficient WiFi signal*

** Premier will need access to network security settings for configuring the network.*

** Internet service is required for firmware updates and streaming capabilities of components. Internet must be functional upon install for proper function & testing.*

** As Premier Electronic Solutions is not a provider of Internet or Cable TV Services, Premier Electronic Solutions cannot be held liable for issues related to those services (i.e. service outages, weak or poor signal, or discontinuation of services).*

**All existing equipment assumed to be in good working order. Premier Electronic Solutions can not be held liable and payment can not be withheld if this is not the case..*

**All existing wiring assumed to be in good working order. Labor and materials to replace lines if they are not capable of passing signal are not included in proposal and will be billed at hourly rate (\$100/hr) plus materials as actually used.*

**All materials in proposal are custom order. No returns accepted without return authorization from Premier Electronic Solutions. All returns subject to restocking fee per manufacturer and supplier policies.*

**Premier Electronic Solutions cannot be held liable and payment cannot be withheld for issues related to or effected by parts, materials, equipment, services, etc, that are not provided by Premier Electronic Solutions.*

** Should Premier need to hire an Attorney to enforce terms & conditions of this agreement in order to collect payment, it is agreed the prevailing party will pay for both parties legal fees.*



1 PESLN SCOPE, SPECIFICATIONS, & REQUIREMENTS

* Price Includes Accessories

Terms

Terms

**50% Deposit*

**Balance plus signed change orders due in full at substantial completion which shall be defined as providing the features described in the proposal within limitations set forth in "Scope, Specifications, & Requirements".*



1 PESLN TERMS

Warranty

Warranty

**Installation is backed by a One-Year Warranty covering issues related to improper installation.*

**Although Premier is not a manufacturer, Premier will gladly assist customer with manufacturer warranty related issues.*

**Free Lifetime Telephone & Email support provided for system.*



1 PESLN WARRANTY & SUPPORT

Project Subtotal:

\$6,692.07

* Price Includes Accessories

PROJECT SUMMARY

Total Installation Price:

\$6,692.07

Grand Total:

\$6,692.07

Client: Matt Goetz

Date

Contractor: Premier Electronic Solutions

Date