



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
Wednesday, February 5, 2020
6:30 P.M.**

Town Hall

Assembly Hall

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

- 5. PUBLIC FORUM: Non-Agenda Items Only NOTE:** A three minute time limit applies to all comments from the public on non-agenda items only. If a person wishes to address the Board of Commissioners, please fill out a "Speakers Card" and give it to the Town Clerk prior to the start of the meeting.

6. REPORTS

Public Safety	Vice Mayor Kornijtschuk
Building/Code	Commissioner Will
Public Works/Parks	Commissioner Steiermann
Finance	Commissioner Dorgan
Mayor	
Town Clerk	
Attorney Daigneault	
Boards & Committees	

7. CONSENT AGENDA

- A. Board Regular Meeting Minutes, January 15, 2020**
- B. Bill List for Day Ending January 31, 2020**

8. UNFINISHED BUSINESS

- A. Friendship Park Improvements**
- B. 75th Anniversary Update**

9. NEW BUSINESS

- A. NPDES Consulting Services**
- B. Building Department Contract: Expires 3/31/2020**
- C. Public Works 90 Day Review**

10. OTHER BUSINESS



11. ADJOURNMENT

Note: The Town of Redington Beach Board of Commissioners meet the First and Third Wednesday of each month beginning at 6:30 p.m.

The Town of Redington Beach Board of Commissioners may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the Board of Commissioners meeting may be obtained from the Town Clerk's office. The meetings may be recorded. The Minutes are not transcribed verbatim. It is the policy of the Board of Commissioners to make "action minutes" of all meetings

Persons requiring a verbatim transcript of any Town meeting (for purposes of appeal or otherwise) should make arrangements to have a certified Court Reporter, at their own cost and expense, present at the meeting.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. (F.S. 286.0105) **Notice Regarding Special Accommodations: (F.S. 286.26)**



TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
Wednesday, January 15, 2020
6:30 p.m.

Having been duly advertised as required by law, the **Regular Meeting** of the Board of Commissioners of the Town of Redington Beach, Florida, was held on **Wednesday, January 15, 2020, 6:30 p.m.**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach Florida.

Mayor Simons called the **Regular Meeting** to order and led the pledge of allegiance.

Roll Call

	Present	Absent
Commissioner Dorgan	X	
Commissioner Steiermann	X	
Commissioner Will	X	
Vice Mayor Kornijtschuk	X	
Mayor Simons	X	
Town Attorney Perez	X	
Town Clerk Clarke	X	

Agenda: A motion by Vice Mayor Kornijtschuk and seconded by Commissioner Dorgan to accept the agenda as presented. Commissioner Steiermann requested that Finalizing of Building Permits be added under new business. A motion by Commissioner Steiermann and seconded by Vice Mayor Kornijtschuk to amend the agenda to reflect finalizing of building permits. Motion passed with all ayes to accept the amended agenda.

Public Forum: Jackie Chapman, 15910 Gulf Boulevard, wanted it to be on record that they are not hosting a beach party for the public. The RBPOA had asked to use their electricity and the party is hosted by them. The Chapman's only supply the power.

Public Safety

- Nothing to Report

Building

- Nothing to Report

Public Works

- The Park Board met and are taking steps for a new pergola at Friendship Park.

Finance

- Nothing to Report

Mayor

- Nothing to Report

Town Clerk

- Residents Robert and Ellen Harvey received a plaque from the Clearwater Marine Aquarium for their assistance with the pilot whales last July and have donated the plaque to the town.

Town Attorney

- Nothing to Report

Boards and Committees

- Nothing to Report

CONSENT AGENDA

A. Board Regular Meeting Minutes, January 2, 2020

B. Bill list ending for Day ending January 10, 2020

A motion by Commissioner Tom Dorgan and seconded by Vice Mayor Kornijtschuk to approve the consent agenda as presented. No public comment. Roll Call vote. Motion passed with all ayes.

UNFINISHED BUSINESS

- A. Friendship Park Updates:** Commissioner Will reported that three addendums have been added to the bid package and that there has been some interest from contractors on bidding. Bruce McLaughlin, Town Planner noted that the bid opening is scheduled for January 29th at 3:00 p.m.

NEW BUSINESS

- A. Redington Beach 75th Anniversary:** Town Clerk reported that the town will have been incorporated for 75 years this coming April and asked if the commission would like to have a celebration. Mayor Simons stated that a budget would need to be created along with a committee consisting of staff and residents. Commissioner Steiermann volunteered to be the liaison for the committee. The consensus of the commission was to move forward with this.
- B. Finalizing of Building Permits:** Commissioner Steiermann reported that he became aware that there was no policy or timely notification to the Pinellas County Property Appraiser's office when a Certificate of Occupancy was issued. This could result in lost revenue for the town. Darin Cushing, Building Official reported that the Pinellas County Property Appraiser's Office comes to their office on a monthly basis to get updates. The consensus of the commission is to move forward on having a policy in notifying the Property Appraiser.

Other Business

Mayor Simons reported that legislation is being proposed to increase the homestead portability from two years to three years. Hayward Chapman, 15910 Gulf Blvd, spoke on permits expiring and wanted to go on record that permits need to be closed out. With no further business, a motion was made by Vice Mayor Kornijtschuk and seconded by Commissioner Steiermann to adjourn. Regular meeting was adjourned at 6:45 p.m.

Adopted: , 2020

Missy Clarke, CMC, Town Clerk

INVOICE APPROVAL LIST BY FUND REPORT

Date: 01/31/2020

Time: 11:35 am

Page: 2

Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
101-572-572.462	Maintenance - Gr						
	GARRETT PLUMBING	345507	PW rest room	0	01/23/2020	01/23/2020	507.00
	HOME DEPOT CREDIT SERV	010594/8092500	Herbicide, soil, plants	0	01/10/2020	01/10/2020	158.41
							665.41
101-572-572.510	Maintenance Equ						
	PINELLAS CENTRAL ACE	7630/1	edger blades	0	01/06/2020	01/06/2020	17.58
							17.58
101-572-572.522	Gasoline & Oil						
	CHASE CARD SERVICES	096416	Speedway - Diesel	0	01/02/2020	01/02/2020	21.27
	WEX BANK	714790	Unleaded	0	01/06/2020	01/06/2020	71.56
	WEX BANK	731174	Unleaded	0	01/17/2020	01/17/2020	45.02
							137.85
101-572-572.524	Fertilizer & Mulch						
	HOME DEPOT CREDIT SERV	010594/8092500	Herbicide, soil, plants	0	01/10/2020	01/10/2020	103.76
	SITE ONE LANDSCAPE SUP	96672257-001	Herbicides	0	01/06/2020	01/06/2020	326.74
							430.50
							Total Dept. Parks and Recreation: 1,377.66
Dept: 573 Board of Parks & Recreation							
101-573-573.462	Grounds Mainten						
	CAVEMAN CONCRETE	0123001	Playground concrete	0	01/23/2020	01/23/2020	1,550.00
							1,550.00
							Total Dept. Board of Parks & Recreation: 1,550.00
							Total Fund General Fund: 50,976.12
Fund: 300 Capital Accounts							
Dept: 539 Department of Public Works							
400-539-539.630	Infrastructure						
	CPWG	19123116	Undergrounding	0	12/31/2019	12/31/2019	408.75
							408.75
							Total Dept. Department of Public Works: 408.75
							Total Fund Capital Accounts: 408.75
Fund: 400 Storm Water							
Dept: 535 Storm Water							
400-535-535.441	Utility Mailing Co						
	PINELLAS COUNTY UTILITIE	90015919	Dec. 2019 Stormwater Billing	0	01/13/2020	01/13/2020	596.16
							596.16
							Total Dept. Storm Water: 596.16
Dept: 541 Roads & Streets							
400-541-541.468	Maintenance - St						
	US FOUNDRY	SLI/10271786	2 Storm drain grates	0	01/30/2020	01/30/2020	968.65
							968.65
							Total Dept. Roads & Streets: 968.65
							Total Fund Storm Water: 1,564.81
							Grand Total: 52,949.68

1/27/2020

9085 PAYROLL
9086 PAYROLL
9087 PAYROLL
9088 PAYROLL
EFT Payroll Liabilities
EFT Retirement

1,839.88
1,357.89
1,328.08
979.19
4,420.18
1,619.91

11,545.13

MAYOR SIMONS

VICE MAYOR KORNIJTSCHUK

COMMISSIONER STEIERMANN

Regular Meeting of February 5, 2020

COMMISSIONER WILL

COMMISSIONER DORGAN

ATTEST:

Missy Clarke, CMC, Town Clerk

BRUCE McLAUGHLIN CONSULTING SERVICES, INC.

900 Gulf Boulevard, Suite 303
Indian Rocks Beach, Florida 33785
Phone: 727/595-7634 Fax: 727/593-9581
Email BruceSandy@aol.com

January 30, 2020

RB

Meeting Date: February 5, 2020

Agenda Item: _____

MEMORANDUM

TO: Honorable Mayor and Members, Town of Redington Beach Board of Commissioners

FROM: R. Bruce McLaughlin, AICP, MCIP, Town Planner

SUBJECT: Friendship Park Improvements: BIDS

EXECUTIVE SUMMARY

Improvements to Friendship Park are designed and being approved. The estimated cost of the improvements is greater than \$15,000 which triggers the competitive bidding process of Resolution 2016-04. Competitive bids for the project were sought and on January 29, 2020, the Town received and opened four bids. The lowest responsive and responsible bid was from Kloote Contracting, Inc., at an adjusted price of \$50,663.40 and completion within 90 days.

STAFF RECOMMENDS THAT THE BOARD ACCEPT THE BID OF KLOOTE CONTRACTING AND INSTRUCT THE TOWN ATTORNEY TO INCORPORATE THE BID INTO A CONTRACT FOR APPROVAL AT THE BOARD'S NEXT MEETING.

BACKGROUND

Applicant:	Town of Redington Beach
Location:	Friendship Park, Northwest side 164 th Avenue, W/NW of 16434 Redington Drive
Future Land Use Designation:	Recreation/Open Space ¹
Zoning:	District 1F

¹ Based on an out-of-date Future Land Use Map, the previous staff report identified the Future Land Use Designation as Urban Low Density.

The Town purchased Friendship Park in March, 1991, to provide an interior, waterfront, community park. The Town developed the park as a passive park with seating, a pergola for shelter, a kayak launch, landscaping, and other park amenities. After 9/11, a 9/11 memorial was added. Otherwise, Friendship Park has generally just undergone routine maintenance.

THE PROJECT

However, a project has now been designed on behalf of the Town to improve the park.² This project includes demolishing the existing pergola,³ installing some retaining walls and adding some paving. This project was designed by Architectonics and has received zoning approval from the Town's Building Official and is now awaiting formal building permit approval. The project became ready for construction bids in December, 2019.

NOTICE

No notice beyond notice of this Board meeting and inclusion of this matter on the Agenda is required.

AUTHORITY

Pursuant to §§ 4 and 5 of the Town Charter, the Town is governed by the Board of Commissioners which may exercise all powers available to a municipality under the Constitution and laws of the State of Florida. Those powers include making improvements to Town-owned property, including Friendship Park.

Purchasing goods or services for the Town is governed by state law and by Town Resolution 2016-04.

Resolution 2016-4 requires that projects estimated to cost more than \$15,000 be awarded through a competitive bid process. It is staff's opinion that the bid process established in the Invitation to Bid (ITB) and reviewed in the staff report dated December 13, 2019, complies with Resolution 2016-04.

² A separate project to relocate a stormwater outflow pipe on the northeast edge of the park property is pending approval from the Pinellas County Water and Navigation Control Authority.

³ Construction of a new pergola will be part of a subsequent project to be bid separately.

ANALYSIS

The Bid Process:

The Friendship Park Improvements are the first project in many years to require a competitive bid. The last such project was the road resurfacing project in 2010. However, if the Town is successful in securing grants for drainage and other projects, this ITB will serve as a template for future projects.

The Town's 2010 ITB was reviewed in the course of preparing the current ITB and other, more recent ITBs from other local governments for projects closer in scale to the Friendship Park project were also reviewed. The ITB attached to the December 18, 2019, staff report reflects the results of these reviews.

Staff also recommended that the Town strive for the widest possible response to the ITB. Staff obtained Pinellas County's list of pre-qualified contractors in all categories as of November 14, 2019. This list included e-mail addresses and Staff created an "e-mail blast list" for all general contractors and all specialty contractors whose specialty would be appropriate for the project. This e-mail blast list comprised 59 names, all of which were delivered successfully via e-mail. The e-mail was also sent to the contractor already retained to construct the outfall pipe at Friendship Park, who subsequently declined to bid.

Staff also recommended that the ITB be advertised in the Invitations to Bid Section of the Sunday *Tampa Bay Times* on December 29, 2019. The proof of publication for this notice is attached. Three of the four bidders were recipients of the e-mail blast: the fourth learnt of the project another way, possibly through the newspaper notice.

The ITB was also posted on the Town's website (Attachment).

Four inquiries for clarification were received, three by e-mail and one telephonically. The bid documents stated that no clarifications would be issued after January 21, 2020. The first two requests for clarification were received in a timely fashion and were answered with addenda posted to the Invitation to Bid landing page on the Town website. The last two requests for clarification were received after January 21st and the requesters were referred to the existing addenda and to the Clarifications and Exceptions page in the bid package.

The Bid Opening:

The bid opening was scheduled for 3.00 p.m., January 29, 2020 and was noticed as a Town

Board meeting to permit more than one Board Member to attend. Representatives of the four bidders were present along with Mayor Simons, Building Commissioner Will, the Town Clerk and the Town Planner.

The Bids:

A summary of the bids is found on the following page and detailed analyses of the two lowest bids follow; The bids were:

Kloote Contracting	\$49,670.00 ⁴	90 days (attached)
Right of Way Contracting ⁵	58,500.00	30 days
Tampa Contracting	108,584.00	90 days
Eveland Brothers	113,411.00	120 days

All of the bids were in order in terms of signatures, license numbers, forms, etc. ⁶

Bid Analysis:

Kloote was the only bidder to submit “Clarifications and Exceptions.” These “Clarifications and Exceptions” include 10 items that are included. One of these items, tree grates, are called out on the plans but may be omitted from the final project. Presumably there will be a small reduction in cost if the grates are omitted.

The “Clarifications and Exceptions” also list the following five items as excluded from the bid price:

Permits/Government Fees: The Town has undertaken to obtain all necessary permits. It is anticipated that SAFEbuilt will waive its fees as it did with the outfall pipe.

Geotechnical Services: should not be required.

⁴ Subject to Clarifications and Exceptions. With the required performance bond, the Kloote bid is actually \$50,663.40.

⁵ Not on the Pinellas County pre-qualified list.

⁶ Not every bidder returned the debris disposal form but that form is not required until time of payment for the job.

January 29, 2020, 3.00 p.m.



FRIENDSHIP PARK IMPROVEMENTS

INVITATION TO BID 2019-01

BID TALLY

BIDDER	FORM COMPLETE	TOTAL PROJECT	ITEMIZED COSTS						CLAR/ EXCEPT	CRIME	DRUG- FREE	DEBRIS
			DEMO	WALLS	PAVING	MOBILIZATION	OTHER	TIME				
Right of Way Contr.	✓	\$58,500	\$200	\$25,850	\$32,250	\$200		30	X	✓	✓	X
Evlan Bros	✓	\$113,431	\$2,354	\$8,439	\$36,143	\$33,944	See bid	120	X	✓	✓	X
Klute ¹	✓	\$50,663	\$1,876	\$13,692	\$8,995	\$8,187	See bid	<90	✓	✓	✓	X
Tampa Contracting	✓	\$108,584	\$5,000	\$23,140	\$35,503	\$9,881	See bid	90	X	✓	✓	✓

¹ Price Adjusted to Include Performance Bond.

Irrigation, electrical, mechanical, landscaping, sodding: should not be required.

Removal/adjustment of utilities: should not be required.

Tree Removal: should not be required.

The “Clarifications and Exceptions” also list the following clarifications:

Taxes: All applicable taxes are included. Yet, per the ITB, the Town is tax-exempt. Those exemptions should be passed through to the Town.

Binding Period: The contractor agrees to be bound by the prices for 30 days yet the bid form commits to a 60 day period. This discrepancy needs to be resolved.

Performance Bond” Will increase the price of the project by 2% to \$50,663.40..

Tax Changes: Since the Town is exempt from taxes, changes in taxes and tariffs should not be an issue.

Sub-contractors: The bidder takes exception to the prohibition against the employment of sub-contractors and wishes to employ sub-contractors in masonry/flatwork. Staff recommends that the use of sub-contractors be permitted subject to the Town’s approval of the specific sub-contractors.

Wall/Fence: The contractor advises that a fence would be more economical than the walls at the ends of the platform. However, the walls will also serve as seating areas and no design changes are recommended..

Scheduling: The contractor’s proposed scheduling and work hours are satisfactory.

Payments: The contractor requests periodic payments rather than one payment at the end of the project. Staff recommends that the contract provide for periodic payments throughout the 90 day project period.

References: The three references provided by Kloote were contacted and all three provided strong, positive recommendations.

ALTERNATE BID

The second lowest bid came from Right of Way Contracting, LLC. This bid was offered without clarifications or exceptions. Two of the three references for this contractor have been contacted. One gave a good recommendation, the other an excellent recommendation. This bidder is qualified, responsive and responsible but not the lowest bid.

RECOMMENDATION

The Staff recommends that:

1. Kloote Contracting, Inc., be found to have submitted the lowest responsible, responsive bid at an adjusted price of \$50,663.40 (adjusted for a performance bond).
- 2/ Kloote be requested to adjust its bid price to eliminate the tree grates called out in the plans.
3. Kloote be instructed to reduce its price to eliminate any taxes that are being passed through to the Town.
- 4/ The Town Attorney be instructed to reduce the Invitation to Bid and the Kloote Bid to a contract form incorporating the staff recommendations and to bring the proposed contract to the Town Board for approval at its next meeting.

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pinellas, Hillsborough, Pasco,
Hernando Citrus

Before the undersigned authority personally appeared **Amy Robison** who on oath says that he/she is **Legal Advertising Representative of the Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a **Legal Notice** in the matter **RE: REDINGTON BEACH INVITATION TO BID 2019-01** was published in **Tampa Bay Times: 12/29/19** in said newspaper in the issues of **Baylink Pinellas, Baylink Hillsborough, Baylink Pasco, Baylink Hernando Citrus**

Affiant further says the said Tampa Bay Times is a newspaper published in Pinellas, Hillsborough, Pasco, Hernando Citrus County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas, Hillsborough, Pasco, Hernando Citrus County, Florida each day and has been entered as a second class mail mater at the post office in said Pinellas, Hillsborough, Pasco, Hernando Citrus County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Wm. Kolz
Signature Affiant

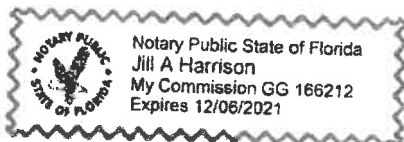
Sworn to and subscribed before me this 12/29/2019


Signature of Notary Public

Personally known X or produced identification

Type of identification produced

**TOWN OF REDINGTON BEACH
INVITATION TO BID No. 2019-01
FRIENDSHIP PARK IMPROVEMENTS**
Notice is hereby given that sealed
bids will be received by the Town of
Redington Beach Town Clerk in the
Town Hall located at 105 164th Avenue
Redington Beach, Florida 33708, until
**3:00 PM EST, on
Wednesday January 29, 2020
Town of Redington Beach Florida
Friendship Park**
Improvements generally comprising
the demolition of an existing pergola
of approximately 12 feet by 20 feet,
construction of a retaining wall, and
repaving as set out in the accompany-
ing plans and specifications. PLEASE
VISIT <https://townofredingtonbeach.com/invitation-to-bid/for-project-details>
DETAILS. 12/29/2019 (48680)





Search

Invitation to Bid

Bid Package

- 2019-01 [Friendship Park ITB Final Package \(https://townofredingtonbeach.com/wp-content/uploads/2020/01/Friendship-Park-ITB-Final-Package-1.pdf\)](https://townofredingtonbeach.com/wp-content/uploads/2020/01/Friendship-Park-ITB-Final-Package-1.pdf)

Addenda

[ADDENDUM No 1 \(https://townofredingtonbeach.com/wp-content/uploads/2020/01/ADDEDNEUM-No-1-1.pdf\)](https://townofredingtonbeach.com/wp-content/uploads/2020/01/ADDEDNEUM-No-1-1.pdf)

[ADDENDUM No 2 \(https://townofredingtonbeach.com/wp-content/uploads/2020/01/ADDEDNEUM-No-2.pdf\)](https://townofredingtonbeach.com/wp-content/uploads/2020/01/ADDEDNEUM-No-2.pdf)

[ADDENDUM No 3 \(https://townofredingtonbeach.com/wp-content/uploads/2020/01/ADDEDNEUM-No-3.pdf\)](https://townofredingtonbeach.com/wp-content/uploads/2020/01/ADDEDNEUM-No-3.pdf)

HELPFUL LINKS

[Frequently Asked Questions \(https://townofredingtonbeach.com/frequently-asked-questions\)](https://townofredingtonbeach.com/frequently-asked-questions)

[Meeting Minutes & Agendas \(https://townofredingtonbeach.com/agendas-minutes/\)](https://townofredingtonbeach.com/agendas-minutes/)

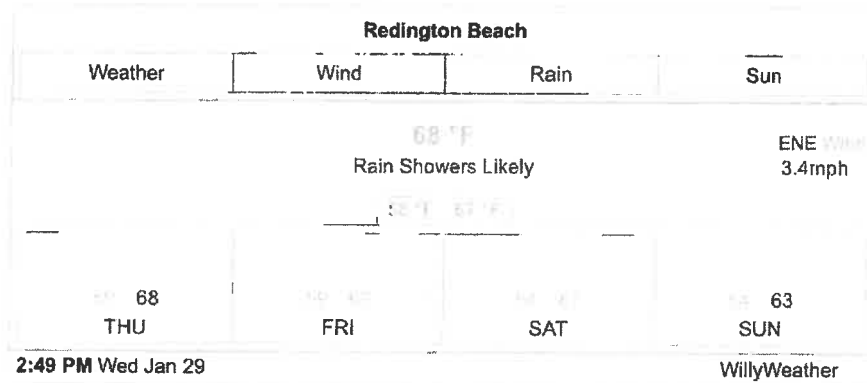
[Residents' Info \(https://townofredingtonbeach.com/residents-info\)](https://townofredingtonbeach.com/residents-info)

[Voting Information \(https://townofredingtonbeach.com/voting-information\)](https://townofredingtonbeach.com/voting-information)

[Calendar of Events \(https://townofredingtonbeach.com/calendar\)](https://townofredingtonbeach.com/calendar)

[Contact the Town \(https://townofredingtonbeach.com/contact-us\)](https://townofredingtonbeach.com/contact-us)

WEATHER



CONTACT US

(727) 391-3875

(727) 397-6911 (Fax)

Mon–Fri 8:00 am - 4:00 pm

[info@townofredingtonbeach.com \(mailto:info@townofredingtonbeach.com\)](mailto:info@townofredingtonbeach.com)

[www.townofredingtonbeach.com \(https://townofredingtonbeach.com\)](https://townofredingtonbeach.com)

105 164th Avenue
Redington Beach, FL 33708

**TOWN OF REDINGTON BEACH
PROPOSAL FORM
BID NO. 2019-01 – FRIENDSHIP PARK IMPROVEMENTS**

Town's Designated Representative (regarding this Bid Package): R. Bruce McLaughlin, AICP, MCIP, Town Planner, ((727) 244-7311, rmclaughlin@redingtonbeach.org)

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Town of Redington Beach, and that the Bid is made without any connection or collusion with any person submitting another Bid for the requested item(s).

Bidder declares and accepts the responsibility for providing the Town with all relevant documentation or information to afford the evaluation of its proposal. Further, Bidder understands and accepts that the Town reserves the right to base its analysis and award recommendation solely upon the information provided by the Bidder at the time of the bid opening. Additional request for explanations or information shall not be made unless the Town deems that such requirements are necessary to facilitate in the evaluation and/or selection of the lowest responsive and responsible bid.

Bidder declares that any deviations are explained on the sheet labeled "Clarifications and Exceptions," enclosed within this bid package.

BIDDER: Kloote Contracting, Inc.

ADDRESS: PO Box 339, Palm Harbor, FL 34682

Contractor License Number: CGC040495

David C Kloote/President 727785.6800

(Name) (Title) (Phone Number)

Bidder's Representative (authorized to bind the Bidder and/or Business/Company to the terms, specifications, and proposed prices of the bid):

BID

TOTAL PROJECT PRICE	\$ <u>49,670.00</u> ¹
Pergola Demolition	\$ <u>1,876.00</u>

December 27, 2019

TRB Friendship Park Bid - 1

Footnote 1-See page 3 for clarifications and exceptions

D.C.

Walls	\$ 13,692.00
Paving	\$ 8,995.00
Mobilization	\$ 8,187.00
Other Project Costs (detail)	
Restoration of Disturbed Areas	\$ 1,765.00
Concrete Patching Base of Removed	\$ 431.00
F/I USF #9530 OCT Grates Columns	\$ 6,106.00
F/I additional 4" Concrete Deck	\$ 8,618.00
apx - 625 ft ²	\$

TIME FOR COMPLETION: <90 calendar days from award of bid.

ADDENDA

The Bidder hereby declares under penalty of perjury of the laws of the United States that he has visited the Town's website's bid page, addenda sub-page found at <https://townofredingtonbeach.com/invitation-to-bid/addenda>, and that this bid is based on any and all addenda posted thereto.

PRICES SET FORTH ARE FIRM FOR A PERIOD OF 60 DAYS AFTER BID OPENING AND ARE NOT SUBJECT TO PRICE ADJUSTMENT. BIDDERS RESPONDING AGREE TO ALL CONDITIONS, SPECIFICATIONS AND TERMS AS DESCRIBED IN THE BID DOCUMENTS.

Bidder's Signature: _____

1-29-20

Date

(Bidders are encouraged so submit relevant promotional material regarding their business entity.)

Box

**TOWN OF REDINGTON BEACH
PROPOSAL FORM
BID NO. 2019-01 – FRIENDSHIP PARK IMPROVEMENTS**

CLARIFICATIONS AND EXCEPTIONS

Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this bid unless deviations from them are clearly indicated on this form below. An authorized representative must sign the Clarifications and Exceptions Form. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

See attached Bid Comments marked Exhibit A

Doc

Project: REDINGTON**Description:** FRIENDSHIP PARK IMPTS**Bld Date:** 01/29/2020**Revised:****Location:****Contract #:** PUBLIC**Comments:** **1. INCLUDED:**

- 1.01-Masonry Wall construction provides for installing 16 LF only (8'-0" LF at NW and SE corners)
- 1.02-Acknowledge Addendum 1,2 and 3
- 1.03-Concrete-3000 psi, light broom, 4" thick
- 1.04-General liability, Auto, Workers Comp, Umbrella and Pollution Insurance
- 1.05-Supervision by State Certified General Contractor-CGC040495
- 1.06-Pre-bid site investigation
- 1.07-Pinellas County and City of Clearwater Pre-qualified contractor
- 1.08-OSHA compliant crew
- 1.09-Sunshine State call one notification/administration required by FL Statutes. FL Statute 553.851 requires a minimum of two (2) business days notice prior to starting excavation activities.
- 1.10-USF 9530 Tree Grates (6ea) are black painted

EXCLUDED:

- 2.01-Permits, governmental fees
- 2.02-Geotechnical testing services
- 2.03-Irrigation, electrical, mechanical, landscaping, sodding
- 2.04-Removal, adjustment of existing underground utilities; services available upon request
- 2.05-Removal/disposal of existing trees

3. CLARIFICATIONS:

- 3.1-All applicable taxes are included
- 3.2-All quoted prices are firm for 30 days
- 3.3-Performance ad payment bond cost not included; add 2% to contract price if required
- 3.4-Pricing does not include any amounts for changes in taxes, tariffs, or other similiar charges that are enacted after the date of this estimate. Kloote and/or its subcontractors will be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similiar charges due to changes including, without limitation, escalation, delay damages, cost to reprocore, cost to change suppliers, costs of manufactured equipment or goods or other costs of any kind resulting from the changes.
- 3.5-Contractor takes exception to Subcontractor provision, page 9. Proposal is submitted based upon the use of specialty subcontractors in the masonry/flatwork scopes.
- 3.6-The safety concerns at NW and SW corners could be addressed more economically by providing railings secured to the existing deck vs installation of masonry walls
- 3.7-Proposal is subject to fianl agreement on scope of tasks to be completed and will be required prior to execution of an agreement between the Town of Redington Beach and Kloote Contracting, Inc.

4. SCHEDULING:

- 4.1-Work can be scheduled following receipt of contract and/or purchase order
- 4.2-Work will generally be completed Monday thru Friday, 7:00AM to 5:00PM.
- 4.3-Work will proceed continuously and uninterrupted thru completion

5. PAYMENTS:

- 5.1-Contractor takes exception to one invoice only Payment terms listed on page 8.
Contractor will require agreement to partial payments allowed per schedule of values submitted by Contractor.

6. EXTRA WORK AND CHANGES IN SCOPE:

- 6.1-All work over and above the base work and costs thereof will be mutually agreed upon before that extra work commences
- 6.2-In the event that Kloote encounters rock, groundwater, underground structures, utilities, or other conditions unknown to Kloote and not

Job Comments

Project: REDINGTON

reasonably foreseeable by Kloote, then Kloote shall immediately stop work and call Owner's attention to such concealed conditions in writing. The contract price will be equitably adjusted in writing.

7. WARRANTY:

7.1-Materials/workmanship-12 months

REFERENCES

The following are client/customer references for whom Kloote Contracting, Inc. (Bidder) has provided products and/or services within the past year similar to those requested in this Bid Invitation. The Town of Redington Beach may contact the listed references to request such information as it may deem appropriate relative to our company's and its representatives services, professionalism, integrity, reputation, competency and charges. We encourage these references to use complete candor in providing such information to the Town of Redington Beach to use in its evaluation of our proposal.

Client/Customer	Address	Phone No.	Contact Person
<u>City of Indian Rocks Beach</u>		<u>727.595.6889</u>	<u>Mr. Dean Scharmen, Dir Pub Services</u>
<u>City of Belleair Beach</u>		<u>727.595.4646</u>	<u>Mr. Lynn Rives, City Manager</u>
<u>City of South Pasadena</u>		<u>727.347.4171</u>	<u>Mr. Gary Anderson, Dir Pub Services</u>

Below are names, addresses, phone numbers and contact persons (if applicable) of professional or trade association (or similar organization) in which we are a member in good standing. The Town of Redington Beach is encouraged to verify our status with the following:

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Redington Beach
(print name of the public entity)
by David C Kloote/President
(print individual's name and title)
for Kloote Contracting, Inc.
(print name of entity submitting sworn statement)
whose business address is PO Box 339 Palm Harbor, FL 34682

and (if applicable) its Federal Employer Identification Number (FEIN) is 680800410
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as described in paragraph 287.133(1)(a), Florida Statute, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in

David C Kloote

relation to the entity submitting this sworn statement. **Indicate which statement applies:**

- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature 

Sworn to and subscribed before me this 29 day of January, 20 20

Personally know: David C Kloote Title: President

OR produced identification _____ Notary Public - State of Flor. da

Kloote My commission expires 8.27.20

(Type of identification)


Printed typed or stamped commissioned name of notary public



DEBRA M. KLOOTE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# 00016320
Expires 8/27/2020

Dec

DRUG-FREE WORKPLACE COMPLIANCE FORM

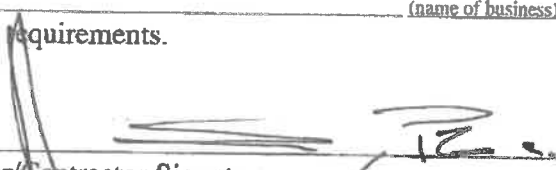
In order to have a drug-free workplace program, a business shall abide as follows:

The undersigned vendor/contractor in accordance with Florida Statute 287.087 hereby certifies that Kloote Contracting, Inc. (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees or drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in item 1, above.
4. In the statement specified in item 1, notify the employees that as a condition of working on the commodities or contractual services which are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that, Kloote Contracting, Inc.

(name of business) fully complies/does not comply with the above requirements.


Vendor/Contractor Signature

1-29-20

Date





SCOPE OF WORK



FOR

TOWN OF REDINGTON BEACH NPDES CONSULTING SERVICES

REPORTING PERIOD: JULY 1, 2019 – JUNE 30, 2020

GENERAL

CPWG is pleased to present the following scope of services and budget to the Town of Redington Beach. As a Co-Permittee of Pinellas County, the Town operates their NPDES program under FDEP Permit No. FLS000005, Cycle 4 and is currently in Year 2 of the permit. It is our understanding that the Town desires to have CPWG assist with the following stormwater related services that are necessary to maintain compliance with the Town's NPDES permit.

1. Consulting on Cycle 4 NPDES Year 2 permit requirements
2. Coordination as a Co-Permittee with Pinellas County, including attendance of quarterly meetings
3. Provide quarterly newsletter articles related to NPDES for the Town to include in email newsletters
4. Provide support to review and update the Town's Standard Operating Procedures for Illicit Discharge and Construction Inspections
5. Annual reporting
6. Inspection services related to NPDES permit, As-Needed
7. Operational support related to NPDES Permit as determined by Town Staff

SCOPE OF WORK

The following tasks are included in this Scope.

1. Meetings

Attend up to four meetings with Town staff throughout the reporting year to coordinate NPDES activities that are reported annually to FDEP and coordinate collection of information by different departments within the Town. One meeting includes the annual Illicit Discharge Refresher Training.

2. Coordination as a Co-Permittee with Pinellas County

Attend the quarterly NPDES meetings with Pinellas County and provide Town with a written summary of the meeting. This coordination is provided to assure that the necessary information regarding the Town's responsibility as a co-permittee is executed and documented.

3. Newsletter Articles

Prepare NPDES related articles for the Town to include in email newsletters to citizens for public involvement activities required by the NPDES permit.

4. SOP Review and Update

Work with Town staff to update the Town's Standard Operating Procedures to perform proactive inspections of illicit discharge/connection/dumping and active construction sites during Year 2 of the NPDES permit. Upon approval of the revised SOPs by Town staff, submit to FDEP with the Year 2 Annual Report.

5. NPDES Annual Report

As required by the NPDES Permit, CPWG will prepare the NPDES Annual Report documenting the NPDES activities performed by the Town during the period between July 1, 2019 and June 30, 2020. The annual report will be submitted to FDEP prior to December 31, 2020.

6. Inspection Services and Operational Support Related to the NPDES Permit as Determined by Town Staff

CPWG staff will be available to assist the Town with additional services related to maintaining compliance with the NPDES Permit. These activities are understood to be outside the base scope of services and additional fees for such services will be agreed upon before commencement of work.

SCHEDULE

The services described in this proposal will start upon receipt of the Notice to Proceed.

COMPENSATION

Compensation for Tasks 1 through 5 of this Scope of Work will be performed for a Lump Sum price of \$6,500.00. The additional services for Task 6 will be billed hourly at the rates identified in Exhibit A on an as-needed basis, NOT TO EXCEED \$2,600.00. CPWG will invoice the Town on a monthly basis based upon CPWG's percent complete, as determined by CPWG at the time of billing. CPWG understands that the Town may desire to issue a separate work order for the not to exceed as-needed services. CPWG also understands that there is no guarantee that these funds will be expended.

ADDITIONAL PROVISIONS

The services described herein will be provided in accordance with the current generally accepted standards of the engineering profession. Certain assumptions have been made in preparing this scope of services. To the extent possible, they are stated herein and are reflected in the budget estimates included in this scope of services. Reasonable material changes between work tasks, or level of effort actually required and those budgeted, may serve as a basis for modifying this scope and budget, as mutually agreed to between the Town and CPWG.

CPWG is entitled to rely upon the accuracy of historical and existing data, and information provided by the Town and others without independent review and verification.

CPWG is not responsible for the means, methods, sequences, techniques or procedures of the Town programs.

[illegible]

AMENDMENT AND RENEWAL OF
AGREEMENT FOR PROFESSIONAL SUPPORT SERVICES
BETWEEN TOWN OF REDINGTON BEACH, FLORIDA
AND SAFEbuilt FLORIDA, LLC

THIS RENEWAL to the Agreement for Professional Support Services entered into January 20, 2015, is made by and between the TOWN OF REDINGTON BEACH, FLORIDA, (hereinafter referred to as "TOWN") and FLORIDA MUNICIPAL SERVICES, INCORPORATED, which was acquired by SAFEbuilt Florida, LLC through a stock acquisition by SAFEbuilt, LLC as of May 16, 2016, (hereinafter referred to as "CONTRACTOR"). The TOWN and the CONTRACTOR shall be jointly referred to as the Parties.

WHEREAS, the TOWN and CONTRACTOR executed the Agreement for Professional Support Services for Plan Review, Inspections and Planning/Zoning Development Review (hereinafter referred to as "Agreement") on February 24, 2015; and

WHEREAS, the Agreement was extended for one (1) additional term of April 01, 2017 through March 31, 2018; and

WHEREAS, the Agreement was extended for one (1) additional term of April 01, 2018 through March 31, 2019 at the Board of Commissioners on March 21, 2018 meeting; and

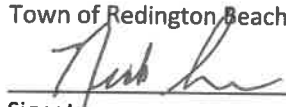
WHEREAS, the Agreement provided for three, one-year renewals and both Parties desire to exercise the third renewal option to extend this Agreement;

NOW, THEREFORE, the Parties agree that the Agreement is hereby amended as follows:

1. The term of the Agreement is renewed for an additional year, effective April 01, 2019 and will continue in effect until March 31, 2020.
2. All other provisions of the Agreement to the extent not modified herein shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this Amendment and Renewal to be executed in their respective names on the dates hereinafter enumerated.

Town of Redington Beach, Florida

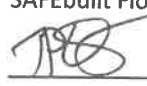

Signature

Name: Nick Simons

Title: Mayor

Date: March 21, 2019

SAFEbuilt Florida, LLC


Signature

Name: Thomas P. Wilkas

Title: Chief Financial Officer

Date: March 5, 2019

ATTEST:


Signature

**AGREEMENT FOR PROFESSIONAL SUPPORT SERVICES FOR PLAN REVIEW,
INSPECTIONS AND PLANNING/ZONING DEVELOPMENT REVIEW**

THIS AGREEMENT is entered into this 20th day of January, 2015, by and between the Town of Redington Beach, a Florida Municipal Corporation, 105 164th Avenue, Redington Beach, FL 33708, hereinafter referred to as "Town" and Florida Municipal Services, Inc., a Florida corporation, 6171 S Royal Drive, Homosassa, FL 34448, hereinafter referred to as "Contractor".

WITNESSTH

WHEREAS, the Town is a Florida Municipal Corporation having a responsibility to provide certain services to benefit its citizens; and

WHEREAS, CONTRACTOR is in the business of providing certified professionals to perform Building Code Administration, Plans Examination and Code Compliance Inspections for the Town; and

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants and obligations hereafter expressed, it is agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and constitute a material inducement to the parties to enter into this Agreement.
2. **Specific Provisions.** The parties hereby agree to the following specific provisions:
 - a. **Description of Work.** The CONTRACTOR shall be responsible for providing the services described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Unless specifically excluded, the Contractor shall provide all permits, labor, materials, equipment and supervision necessary for the completion of the work described herein. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" shall be resolved in favor of the body of this Agreement.
 - b. **Payment.** CONTRACTOR will collect permit and related fees. CONTRACTOR will provide a statement for services rendered, and a recap of permits issued for each month. Payment will be made monthly for the fees collected during the previous month based on a percentage of fees as proposed in Exhibit B "Rate Sheet". Payment will be made by CONTRACTOR to the Town within thirty (30) days.
 - c. **Commencement and Completion.** The CONTRACTOR will be required to commence work under this Agreement on April 1, 2015, and to continue to provide services for the duration of this Agreement. This Agreement shall be for a term of two (2) years from the date hereof. The Town shall have the option to renew this Contract after the original term, for an additional three (3) one (1)-year periods unless written notice is given by the Town or CONTRACTOR not less than sixty (60) days prior to the expiration of the initial two (2)-year term and each additional one (1) year term.

- d. **Termination.** Either the Town or CONTRACTOR may terminate this agreement after six months of the date of this agreement and upon 60 days written notice to the other party of the intention to terminate. Any notice to the Town or CONTRACTOR shall be sent in accordance with Section 2 (f).
- e. **Project Management.** The Project Manager for the CONTRACTOR shall be: Walter F. Brown, Florida Municipal Services, Inc., Building Official, (or his successor). The Project Manager for the Town shall be Nick Simons, Mayor (or his successor). CONTRACTOR and Town will notify the other in advance of any change to their designated Project Manager.
- f. **Notices.** All notices to the parties under this Agreement shall be in writing and sent certified mail to:

i. TOWN: The Town of Redington
Beach
Attn: Missy Clarke
Title: Town Clerk
105 164th Avenue,
Redington Beach, FL 33708

CONTRACTOR: Florida Municipal Services, Inc.
Attn: Walter F. Brown
6171 S. Royal Drive
Homosassa, Florida 34448

Michael T. Causley
97 N.E. 15th Street
Homestead, FL 33030

g. Insurance

Upon Proposal award and before performing any work under this Contract, CONTRACTOR shall procure and maintain insurance as provided below during the life of this Contract, unless otherwise specified. The policies shall be primary and written on forms acceptable to the Town, and placed with an insurance carrier approved and licensed by the Insurance Department of the State of Florida, and meet a minimum financial AM Best and Company rating of no less than "Excellent": VII. The Town of Redington Beach must also be listed as an additional insured.

➤ **WORKERS' COMPENSATION:** CONTRACTOR must comply with Chapter 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance. The minimum limit of coverage shall be \$1,000,000 per occurrence.

- **COMPREHENSIVE GENERAL LIABILITY:** CONTRACTOR shall procure and maintain, for the life of this Contract, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from the performance of this Contract. It must be an occurrence form policy.

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

- **BUSINESS AUTOMOBILE LIABILITY:** CONTRACTOR shall procure and maintain, for the life of the Contract, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. The insurance must be an occurrence form policy.

- **ERRORS AND OMISSIONS LIABILITY:** CONTRACTOR shall procure and maintain, for the life of the Contract, Errors and Omissions Liability Insurance. The minimum limits of coverage shall be \$1,000,000 per occurrence.

- Each insurance policy required by this Contract shall:

- Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
- Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) calendar days prior written notice, has been given to the Town Clerk.
- Be endorsed to reflect that the aggregate limit will apply on a per project basis.
- Be endorsed to state that it shall be primary to the Town's insurance and self-insurance program.

- The Town shall retain the right to review, at any time, coverage, form, and amount of CONTRACTOR's insurance.
- The procuring of required policies of insurance shall not be construed to limit CONTRACTOR's liability or to fulfill the indemnification provisions and requirements of this Contract.

- CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not Town is an insured under the policy.
 - Execution of this Agreement shall be subject to compliance with the insurance requirements contained herein. Certificates of insurance evidencing coverage and compliance with the conditions of this Agreement, and showing the Town's Request for Proposal number and description of work, and copies of all endorsements are to be furnished to the Town Clerk within fifteen (15) days of the posted date of the Notice to Proceed, prior to commencement of work, and a minimum of ten (10) calendar days after the expiration of the insurance contract when applicable. The Town Clerk shall receive all insurance certificates before the CONTRACTOR shall commence or continue work.
 - 10 Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the CONTRACTOR'S insurance company and to the Town Clerk as soon as practicable after notice to the insured.
- h. Sub-Consultant.** CONTRACTOR will utilize Calvin, Giordano & Associates, a Florida Corporation, to perform zoning/land use and civil engineering reviews for large, commercial projects. Services will be billed to the fee owner based on the hourly rate, per project, as referenced in Exhibit A, Rate Sheet.
- i. Staff.** During the term of this agreement, and for a period of one year after termination of this agreement, the Town shall not negotiate with or hire any individual who is employed with CONTRACTOR at the termination of this agreement. The Town shall not negotiate with or hire any individual who was employed by CONTRACTOR during the term of this agreement for at least one year after termination of their employment with CONTRACTOR.
- j. Misc.** This Agreement shall be governed by the law of the State of Florida.
- k. Indemnity.** CONTRACTOR agrees to indemnify the Town, its employees and agents from and against any and all claims, suits, demands or causes of action, arising out of any act or omission of CONTRACTOR, and causing injury to any person or persons or property, whomsoever and whatsoever. Correspondingly, the Town agrees to indemnify, save and hold harmless CONTRACTOR from and against any claims, suits, causes of action or expense, arising out of any act or omission of the Town or its employees, and causing injury to any person or persons or property, whomsoever and whatsoever, such obligation to be capped at the amount of policy limit of the Town's general liability insurance policy inclusive of any fees and costs. CONTRACTOR agrees to, at all times, at its expense, carry comprehensive general liability insurance in the amount of no less than one million dollars. A certificate of insurance

indicating that such policies are in full force and effect will be supplied to the Town. The Town agrees to provide to CONTRACTOR proof of the existence of comprehensive general liability insurance upon request.

3. **General Provisions.** THAT the parties hereby agree to the following general provisions:

- a. **Representations of the Contractor.** The CONTRACTOR represents that it has sufficient manpower and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which the CONTRACTOR operates, and that all technical personnel have State of Florida certification within their discipline(s).
- b. **Representations of the TOWN.** The Town represents that it is duly organized and existing as a Municipal Corporation political subdivision of the State of Florida. Further, the Town has the full power and authority to enter into the transactions contemplated by this Agreement and has the ownership and/or control over the property which is the subject of this Agreement or which shall be serviced thereby.
- c. **Personal nature of Agreement.** The CONTRACTOR hereby warrants that it has the necessary technical expertise and training to perform its duties as outlined in this Agreement. The parties acknowledge that the Town places great reliance and emphasis upon the knowledge, expertise and personal abilities of the CONTRACTOR. Accordingly, this Agreement is personal and the CONTRACTOR shall not assign or delegate any rights or duties hereunder without the specific written consent of the Town. In the event the CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, the CONTRACTOR shall obtain the written approval of the Town Project Manager prior to engaging such subcontractor or professional associate.
- d. **Independent contractor.**
 - i. It is specifically agreed that the CONTRACTOR is deemed to be an independent contractor and not a servant, employee, joint adventurer or partner of the Town for the purposes set forth in this subsection and it is further agreed that no agent, employee, or servant of the CONTRACTOR shall be deemed to be the agent, employee, or servant of the Town. Accordingly, none of the benefits, if any, provided by the Town to its employees, including but not limited to compensation insurance and unemployment insurance are available from the Town to the employees, agents or servants of the CONTRACTOR. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this Agreement; the CONTRACTOR shall not be deemed to be an agent of the Town pursuant to Florida Statute 468.619(5). Although the CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the TOWN and shall be subject to the Town's general right of inspection to secure the satisfactory completion thereof. The CONTRACTOR agrees to comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to the CONTRACTOR, the CONTRACTOR's business, equipment or

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

- ii. The CONTRACTOR agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

e. **Public records.** All records prepared or maintained by the CONTRACTOR in accordance with the Scope of Services (Exhibit "B "), shall be deemed to be public records. The CONTRACTOR shall allow public access to such documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONTRACTOR assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR. The Town reserves the right to unilaterally cancel this Agreement for refusal by the CONTRACTOR to allow public access to all such documents, subject to the Provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Agreement. All documents hereinabove referred to shall be maintained and kept for public inspection at the Redington Beach Town Hall.

4. **Miscellaneous Provisions.** The parties hereby agree to the following miscellaneous provisions :

- a. **Discrimination .** That the CONTRACTOR shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. The CONTRACTOR shall take all measures necessary to effectuate these assurances.
- b. **Severability.** That, should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- c. **Entire Agreement.** That this Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. CONTRACTOR recognizes that any representations, statements or negotiations made by the Town staff do not suffice to legally bind the Town in a contractual relationship unless they have been reduced to writing, authorized and signed by the authorized Town representatives.
- d. **Construction.** Should any provision of this Agreement be subject to judicial interpretation , it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the

same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, and/or the negotiation of specific language and therefore the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

- e. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a *waiver* of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials shall not be construed to operate as a waiver of any of the Town's rights under this Agreement, or of any cause of action the Town may have arising out of the performance of this Agreement.
- f. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision shall not apply if the "Scope of Work" of this Agreement specifies that performance by the CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- g. **Headings.** All headings are for clarification only and are not to be used in any judicial construction of this Agreement or any paragraph.
- h. **Binding Nature of Agreement.** This Agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this agreement on the day and date first written above.

THE TOWN OF REDINGTON BEACH
TOWN COMMISSION

By: _____

Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT
FOR THE RELIANCE OF THE TOWN OF
REDINGTON BEACH ONLY:

By: _____

TOWN ATTORNEY

Missy Clarke
(SEAL)
TOWN CLERK

WITNESS

WITNESS

FLORIDA MUNICIPAL SERVICES, INC.

By: _____

WALTER F. BROWN, PRESIDENT

EXHIBIT A

SCOPE OF WORK AND SERVICES

Scope of Work and Services:

CONTRACTOR will provide a permit technician, building official, and zoning reviewer on a full-time basis in addition to additional plan examiners and inspectors on an as-needed basis. CONTRACTOR will maintain a fully staffed office within close proximity to the Town during business hours, Monday through Friday, 7:00 am to 4:00 pm except for holidays as may be set by the Town Commission.

CONTRACTOR will conduct residential and commercial construction plan review, construction inspections and re-inspections for the building, electrical, mechanical, and plumbing trade categories. CONTRACTOR will also perform flood plain and minor zoning reviews. Services will be performed in compliance with the current Florida Building Code and all applicable Federal, State and Local statutes, ordinances and rules. Plan review will be completed as follows:

- Residential and small projects - within 5 business days
- Large commercial projects - within 10 business days.

CONTRACTOR will inspect permitted construction within the Town limits, for compliance with Town codes and ordinances and permitted plans and specifications. CONTRACTOR will prepare written reports of inspections and investigations of complaints and other reports as may be reasonably required by the Town. Inspections will be performed within 24-hours of request on the next business day. CONTRACTOR will be available to attend meetings or provide consultation to the Town.

CONTRACTOR shall provide an advisory role to the Town's Board of Adjustment by accepting applications for variances, special exception requests (etc), and providing a written response to the Town and the preparation for, and attendance and participation in any and all Board of Adjustment meetings based on a fee sharing cost. Cost will be invoiced to permit holder.

Customer oriented service will be provided through responsiveness to requests for inspections and respectful contact with Town residents, business owners, and their contractors.

In the event of a declared emergency, CONTRACTOR will staff the EOC and will assist with damage assessment and safety inspections. CONTRACTOR will work with the Town during post disaster times in restoring plan review and inspection services. Extended hours may be available to meet the needs of the Town and the community prior to and following a natural disaster. CONTRACTOR has staff located throughout Florida that can be relocated to the Town, if needed, to provide necessary relief and added services to the Town. Services will be provided based on the hourly rates, as referenced in Exhibit B, Rate Sheet.

Services may be requested beyond normal business hours for an additional cost to the fee owner, as referenced in Exhibit B, Rate Sheet. Services will be billed directly to the fee owner and payable prior to rendering services. CONTRACTOR will collect and retain all fees associated with performing services beyond normal business hours.

CONTRACTOR shall implement and enforce the building codes of the Town and the Florida Building Code and shall engage such personnel and equipment as, in its opinion, is deemed adequate for such purposes. Should the Town object to the method and manner of the implementation of the codes by CONTRACTOR, the Town shall notify CONTRACTOR, in writing, specifically identifying areas of inadequacy and CONTRACTOR shall have thirty (30) days after receipt of the notice to cure such inadequacies. If the inadequacies have not been corrected within the time period provided, CONTRACTOR shall be deemed to have breached the contract and the Town will have cause to terminate.

CONTRACTOR shall serve in an advisory role to all Special Magistrate proceedings by preparing for, attending and participating in said proceedings as requested by the TOWN/based on a fee sharing cost. Cost will be invoiced to permit holder.

This agreement shall not authorize the performance of any construction work within the Town by persons or organizations not duly licensed. CONTRACTOR shall not issue a building permit to any contractor, subcontractor, or others for the performance of work in the Town who are not properly licensed and authorized to do such work. CONTRACTOR will not authorize or allow any such development that is in violation of any Town, State or Federal law.

CONTRACTOR will supply:

1. Licensed, qualified and trained building official who is also licensed as Flood Plain Manager
2. Plans Examiners and Inspectors on an as-needed, as-requested basis
3. Full-time Zoning Reviewer
4. Full-time Permit Technician
5. Office space
 - a. Office furniture
 - b. Telephone
 - c. Computers
 - d. Copy machines
6. Transportation
7. Communication equipment: two-way radios/cellular phones
8. Photography equipment
9. Vacation and sick-days
10. Benefits

11. Insurance

- a. Automobile (owned and unowned)
- b. Professional Liability, Errors and Omission
- c. General Liability
- d. Workman's Compensation

Town of Redington Beach will supply:

- 1. All stationary and necessary forms

EXHIBIT B RATE SHEET

Percentage of fees:*

CONTRACTOR will retain 100% of all permit fees collected on a monthly basis.

In the event services to a third municipality are added to this Agreement, compensation shall be as follows:

- CONTRACTOR will compensate the Town monthly based on a percentage of the total fees received for the Town during the previous month. Town will be compensated as follows:
 - 15% of fees collected up to \$250,000.00 collectively (between all three municipalities).
 - Upon collectively receiving \$250,001.00 in fees, percentage will be increased to 20% of fees collected
 - Upon collectively receiving \$350,001.00 in fees, percentage will be increased to 25% of fees collected.

Percentage breakdown is valid for each year of the term of this agreement and restarts annually from the date of execution. Each municipality will be compensated based on the total amount of fees each municipality collects for the previous month.

Natural disaster services:

Plan review:	\$97 per hour
Inspections:	\$97 per hour

If relocation of other staff members is required, services will be provided based on the above referenced hourly rate plus expenses, i.e. transportation, food and housing.

Services requested beyond regular business hours:**

Cost will be invoiced to the fee owner and payable prior to services being rendered.

Plan review:	\$95 per hour, 2-hour minimum
Inspections:	\$95 per hour, 2-hour minimum

Additional Services:

▪ Land Use/Zoning Plan Review∞	\$110 per hour
▪ Civil Engineering Plan Review∞	\$140 per hour

* Excludes natural disaster services, services performed beyond regular business hours and additional services.

**CONTRACTOR will retain all fees associated with providing services beyond regular business hours.

∞For large commercial projects only

EXHIBIT A

SCOPE OF WORK AND SERVICES

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- CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not Town is an insured under the policy.
 - Execution of this Agreement shall be subject to compliance with the insurance requirements contained herein. Certificates of insurance evidencing coverage and compliance with the conditions of this Agreement, and showing the Town's Request for Proposal number and description of work, and copies of all endorsements are to be furnished to the Town Clerk within fifteen (15) days of the posted date of the Notice to Proceed, prior to commencement of work, and a minimum of ten (10) calendar days after the expiration of the insurance contract when applicable. The Town Clerk shall receive all insurance certificates before the CONTRACTOR shall commence or continue work.
 - 10 Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the CONTRACTOR'S insurance company and to the Town Clerk as soon as practicable after notice to the insured.
- h. **Sub-Consultant.** CONTRACTOR will utilize Calvin, Giordano & Associates, a Florida Corporation, to perform zoning/land use and civil engineering reviews for large, commercial projects. Services will be billed to the fee owner based on the hourly rate, per project, as referenced in Exhibit A, Rate Sheet.
- i. **Staff.** During the term of this agreement, and for a period of one year after termination of this agreement, the Town shall not negotiate with or hire any individual who is employed with CONTRACTOR at the termination of this agreement. The Town shall not negotiate with or hire any individual who was employed by CONTRACTOR during the term of this agreement for at least one year after termination of their employment with CONTRACTOR.
- j. **Misc.** This Agreement shall be governed by the law of the State of Florida.
- k. **Indemnity.** CONTRACTOR agrees to indemnify the Town, its employees and agents from and against any and all claims, suits, demands or causes of action, arising out of any act or omission of CONTRACTOR, and causing injury to any person or persons or property, whomsoever and whatsoever. Correspondingly, the Town agrees to indemnify, save and hold harmless CONTRACTOR from and against any claims, suits, causes of action or expense, arising out of any act or omission of the Town or its employees, and causing injury to any person or persons or property, whomsoever and whatsoever, such obligation to be capped at the amount of policy limit of the Town's general liability insurance policy inclusive of any fees and costs. CONTRACTOR agrees to, at all times, at its expense, carry comprehensive general liability insurance in the amount of no less than one million dollars. A certificate of insurance

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[∞]For large commercial projects only