



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
Wednesday, October 21, 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	Commissioner Kornijtschuk
Building/Code	Commissioner Will
Public Works/Parks	Commissioner Steiermann
Finance	Vice Mayor Dorgan
Mayor	
Town Clerk	
Attorney Daigneault	
Boards & Committees	
- 7. CONSENT AGENDA**
 - A. Board Regular Meeting Minutes, October 7, 2020**
 - B. Bill List for Day Ending October 16, 2020**
- 8. UNFINISHED BUSINESS**
 - A. Solid Waste & Recycling Services Selection**



9. NEW BUSINESS

- A. Lynn Burnett; Roads and Streets Capital Improvement Plan**
- B. Cooperative Funding Agreement with SWFWMD**

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, October 7, 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, October 7, 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 Kornijtschuk	X	
Commissioner Steiermann	X	
Commissioner Will	X	
Vice Mayor Dorgan	X	
Mayor Simons	X	
Town Attorney Daigneault	X	
Town Clerk Clarke	X	

Mayor Simons welcomed everyone to the remodeled assembly hall and thanked staff and Tom Clarke for the hard work that was put into the remodeling project.

Agenda: A motion by Commissioner Kornijtschuk and seconded by Vice Mayor Dorgan to accept the agenda as presented. No public comment. Motion passed with all ayes.

Public Forum: Pete Rawlik, 10 164th, Unit # 4, spoke on trying to get relief from the music that is being played in the parks. Commissioner Kornijtschuk had spoke to the guitar player and hopefully this is no longer an issue.

Reports

Public Safety

- There was an auto theft on 4th Street, in which the keys were left in the car. He noted that a sign board has been installed at the entrance of the causeway informing the residents to lock their car doors.

Building/Code

- The color for the wall at Friendship Park has been chosen and the painting will begin tomorrow. Public Works staff will be installing a handrail. The project will be complete once these items are done.

Public Works/Parks

- The Australian Pines have been removed from Town Park, the sail shade is on order and the pilings at 158th are scheduled to be installed.

Finance

- Nothing to Report

Mayor

- Happy to report that the Redington Beaches and Indian Shores Holiday boat parade will be held this year and the date is December 13th. Reported that the Planning Board had received a grant in 2018 with FDOT to plant palm trees along Gulf Blvd as part of the beautification project. Resident Hayward Chapman at 15910 Gulf Blvd removed the tree on September 17th without permission. A Notice to Appear was issued and the case is being tracked for the mayor to be present at the hearing.

Town Clerk

- Nothing to Report

Town Attorney

- Nothing to Report

Boards and Committees

- Nothing to Report

CONSENT AGENDA: A motion by Vice Mayor Dorgan and seconded by Commissioner Kornijtschuk to approve the consent agenda as presented. No public comment. Motion passed with all ayes.

UNFINISHED BUSINESS

- A. RFP: Solid Waste Services:** Town Clerk reported that the bid opening was on Monday, October 5th. Three bids were received from Waste Connections, Waste Pro, and Orion, out of Clearwater. Town staff will review and report to the commission at their next regular meeting.
- B. Final Reading: ordinance 2020-07: An Ordinance of the town of Redington Beach, Florida, repealing and replacing Chapter 18 (Solid Waste) of the Town Code to remove outdated, preempted or unenforceable provisions and to incorporate current state and federal law requirements; marking related findings; providing for codification; severability, and an effective date.** Attorney Daigneault read the ordinance by title only. A motion by Commissioner Kornijtschuk and seconded by Vice Mayor Dorgan to adopt Ordinance 2020-07 on its final reading. No discussion amongst the commissioner and no public comment. Motion passed with all ayes by roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk	X		X		
Commissioner Steiermann			X		
Commissioner Will			X		
Vice Mayor Dorgan		X	X		
Mayor Simons			X		

NEW BUSINESS

- A. First Reading: Ordinance 2020-06; An Ordinance of the Town of Redington Beach, Florida, Amending Chapter 6 – Buildings and Building Regulations, Article XI – Board of Adjustment of the Town Code to Clarify the Scope and the Power and Duties of the Board of Adjustment; Making Related Findings; Providing for Codification, Severability, and an Effective Date.** Attorney Daigneault read the ordinance by title only. A motion by Commissioner Will and seconded by Commissioner Steiermann to adopt the ordinance on its first reading. Town Planner, Bruce McLaughlin reviewed the staff memo from the September 16th meeting and highlighted the six criteria points for granting a variance. The recommendation is for adoption on its first reading. Steve Redman, 16496 Redington Drive, commented that it would be impossible to get a variance with the wording “required” on the six criteria and instead should state “shall be considered”. Vice Mayor Dorgan had a question on the appeal process. Motion passed with all ayes by roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk			X		
Commissioner Steiermann		X	X		
Commissioner Will	X		X		
Vice Mayor Dorgan			X		
Mayor Simons			X		

Other Business

With no further business, a motion was made by Commissioner Kornijtschuk and seconded by Commissioner Steiermann to adjourn. Regular meeting was adjourned at 7:07 p.m.

Adopted: October , 2020

Missy Clarke, CMC, Town Clerk

Date: 10/16/2020

Time: 1:07 pm

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Town of Redington Beach

[illegible]

INVOICE APPROVAL LIST BY FUND REPORT

Date: 10/16/2020

Time: 1:07 pm

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Total Dept. Legal Counsel:							14,920.60
Dept: 515 Comprehensive Planning							
101-515-515.310	Planning						
	BRUCE MCLAUGHLIN CONS	2020-10-16	9/11/2020-10/15/2020	0	10/16/2020	10/16/2020	2,089.50
	LTA ENGINEERS, LLC	2134	Roads&Streets CIE 7/20-8/31/20	0	10/12/2020	10/12/2020	2,488.41
	LTA ENGINEERS, LLC	2136	Std Det. Man 8/27-9/30/2020	0	10/12/2020	10/12/2020	430.71
							5,008.62
Total Dept. Comprehensive Planning:							5,008.62
Dept: 522 Fire Control							
101-522-522.340	Fire Department						
	CITY OF MADEIRA BEACH	9805567	FY 20-21 Q1	0	10/01/2020	10/01/2020	14,929.22
							14,929.22
101-522-522.341	EMS (Seminole)						
	CITY OF SEMINOLE	21-104	FY 20-21 Q1	0	10/01/2020	10/01/2020	14,929.22
							14,929.22
Total Dept. Fire Control:							29,858.44
Dept: 524 Protective Services							
101-524-524.310	Code Enforcement						
	TRASK, DAIGNEAULT, LLP A	4264	Sept. 2020 Stolz	0	10/01/2020	10/01/2020	269.00
							269.00
Total Dept. Protective Services:							269.00
Dept: 539 Department of Public Works							
101-539-539.440	P/W Utilities						
	DUKE ENERGY	31525-72269	2020-10-07 9/8/2020-10/7/2020	0	10/15/2020	10/15/2020	83.56
							83.56
Total Dept. Department of Public Works:							83.56
Dept: 541 Roads & Streets							
101-541-541.467	Maint - Street Lig						
	DUKE ENERGY	73928-48713	2020-09-25 8/26/2020-9/25/2020	0	09/25/2020	09/25/2020	2,277.18
							2,277.18
Total Dept. Roads & Streets:							2,277.18
Dept: 571 Libraries							
101-571-571.000	Libraries						
	GULF BEACHES PUBLIC LIB	2020-10-05	FY 20-21 Q1	0	10/05/2020	10/05/2020	7,045.67
							7,045.67
Total Dept. Libraries:							7,045.67
Dept: 572 Parks and Recreation							
101-572-572.430	Utilities						
	DUKE ENERGY	73928-48713	2020-09-25 8/26/2020-9/25/2020	0	09/25/2020	09/25/2020	41.46
	DUKE ENERGY	54246-18249	2020-10-07 9/8/2020-10/7/2020	0	10/15/2020	10/15/2020	29.76
	PINELLAS COUNTY UTILITIE	2020-10-01	8/5/2020-10/2/2020	0	10/15/2020	10/15/2020	734.63
							805.85
101-572-572.461	Maintenance - Bu						
	HOME DEPOT CREDIT SERV	5521015	Assemb.Hall-ceiling tile,paint	0	10/09/2020	10/09/2020	21.35
							21.35
101-572-572.462	Maintenance - Gr						
	BEACH HARDWARE	135	Tools, bug spray, hardware	0	09/29/2020	09/29/2020	288.13
	PINELLAS CENTRAL ACE	10680/1	Edger blades	0	10/13/2020	10/13/2020	22.56

Date: 10/16/2020
Time: 1:07 pm
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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							310.69
101-572-572.490	Playground Equip						
	CHASE CARD SERVICES	56007-1	Chains and seats for swing set	0	09/22/2020	09/22/2020	398.89
							398.89
101-572-572.510	Maintenance Eqp						
	DOUDNA'S SEMINOLE MOW	14604	Mower repairs	0	10/09/2020	10/09/2020	145.99
							145.99
101-572-572.520	Uniforms						
	CHRISTIAN WITTMAN	2020-10-13	Reimburse for work shoes	0	10/15/2020	10/15/2020	53.49
							53.49
101-572-572.522	Gasoline & Oil						
	BEACH HARDWARE	135	Tools, bug spray, hardware	0	09/29/2020	09/29/2020	8.98
	CHASE CARD SERVICES	201428	Speedway - Diesel fuel	0	10/08/2020	10/08/2020	29.95
	WEX BANK	9050804	Unleaded	0	10/13/2020	10/13/2020	60.00
							98.93
101-572-572.524	Fertilizer & Mulch						
	SITE ONE LANDSCAPE SUP	104086631-001	Herbicide	0	10/13/2020	10/13/2020	345.31
							345.31
101-572-572.527	Tools & Equipme						
	BEACH HARDWARE	135	Tools, bug spray, hardware	0	09/29/2020	09/29/2020	42.98
	HOME DEPOT CREDIT SERV	5521015	Assemb.Hall-ceiling tile,paint	0	10/09/2020	10/09/2020	24.97
							67.95
101-572-572.535	Signage						
	OSBURN ASSOCIATES INC	279177	No Parking signs	0	09/24/2020	09/24/2020	54.80
							54.80
							2,303.25
Total Dept. Parks and Recreation:							2,303.25
Dept: 573 Board of Parks & Recreation							
101-573-573.525	Plants/Trees/Shr						
	WILCOX NURSERY	2189	Town Park - Spanish Stopper	0	09/30/2020	09/30/2020	1,825.00
							1,825.00
							1,825.00
Total Dept. Board of Parks & Recreation:							1,825.00
Total Fund General Fund:							68,583.73
Fund: 400 Storm Water							
Dept: 535 Storm Water							
400-535-535.800	Storm Drain Repl						
	LTA ENGINEERS, LLC	2135	Stormwater 7/1-9/30/2020	0	10/12/2020	10/12/2020	1,244.16
							1,244.16
							1,244.16
Total Dept. Storm Water:							1,244.16
Total Fund Storm Water:							1,244.16
Grand Total:							69,827.89

10/7/2020	9467 VOID	0.00
	9468 VOID	0.00
	9469 PAYROLL	2,324.28
	9470 PAYROLL	1,391.26
	9471 PAYROLL	1,336.03
	9472 PAYROLL	1,085.64
10/8/2020	9491 Florida Municipal Ins. Trust	3,482.22
	9492 Victor Madsen	707.96
	9493 Wex Bank	60.27

10,387.66

MAYOR SIMONS

COMMISSIONER WILL

COMMISSIONER KORNIJTSCHUK

VICE MAYOR DORGAN

ATTEST:

COMMISSIONER STEIERMANN

Regular Meeting of October 5, 2020

Missy Clarke, CMC, Town Clerk



TOWN OF REDINGTON BEACH
105 164th Avenue
Redington Beach, Fl, 33708

October 16, 2020

Meeting Date: October 21, 2020
Agenda Item: 8A

MEMORANDUM

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

FROM: Missy Clarke, CMC, Town Clerk
R. Bruce McLaughlin, AICP, MCIP, Town Planner

SUBJECT: Request for Proposals, 2020-01, Solid Waste Collection Services

EXECUTIVE SUMMARY

The Town recently issued a Request for Proposals (RFP) for Solid Waste collection and disposal and recycling services. Three proposers responded. Town Staff have reviewed the proposals based on the evaluation criteria in the RFP and report on these reviews herein. **STAFF RECOMMENDS THAT THE TOWN ENTER NEGOTIATIONS WITH THE BEST QUALIFIED PROPOSER.**

BACKGROUND

Participants: Town of Redington Beach
Orion Waste Solutions
Waste Connections of Florida
Waste Pro of Florida, Inc. ¹

¹ Waste Management also responded to the RFP but declined to submit a proposal because of the short time frame between the project award and the project start date.

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Subject Area: Entire Town:

History:

The collection and disposal of solid waste is a critical local government function. Redington Beach performs this function through a franchise agreement with Waste Connections of Florida. That franchise was granted in September, 2014 for an initial three year period ² with a one, three year renewal period leaving the franchise to expire on September 30, 2020. With the disruption of the normal flows of local government activities and schedules due to the Corvid 19 pandemic, the current franchise was extended one additional time, so that it now expires on December 1, 2020, by which time a replacement franchise should be in place.

The Request for Proposal (RFP) Process: ³

On August 19, 2020, the Board of Commissioners of the Town discussed the need to establish a new solid waste removal and disposal franchise. At that time, the Board decided to issue an RFP

⁴ The RFP was prepared by the Town Attorney's Office with input from Town Staff.

The schedule for the RFP included:

9/14/20	Upload RFP on Demand Star
9/28/20	Deadline for Questions
10/5/20	Submittals Due/Opening Date
10/19/20	Staff Recommendations
10/21/20	Board of Commissioners Consideration
11/4/20	Franchise Award
12/1/20	Effective date of franchise

² The original franchise was granted to Progressive Waste Solutions, which ultimately became Waste Connections of Florida. Pursuant to its own terms, the franchise was assignable to a successor operator with the consent of the Town.

³ Concurrently with the RFP process, the Town Board of Commissioners went through the process of adopting Ordinance 2020-07, rewriting Town Code Chapter 18, governing solid waste collection and disposal.

⁴ Unlike an Invitation to Bid, an RFP allows the parties to negotiate the details of the work, contract and price.

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The Current Solid Waste Collection and Disposal Practices:

Currently, the Service Provider provides exclusive collection of approximately 1,017 residential accounts for solid waste, yard waste, bulk waste, electronic waste, white goods, tires and recyclable materials as well as very limited commercial solid waste.

While the Town Code does allow for a franchise fee, the Town does not currently impose such a fee and does not seek to impose one through this RFP. As of August 31, 2020, the Town's Service Provider had approximately 1,017 active accounts. Each account has a minimum of 1 (one) solid waste container and 1 (one) recycle container which equals to approximately 2,034 containers. Containers are owned by residents, and the Town does not contemplate that model changing with the proposals it receives from this RFP.

Current residential (single- and multi-family) collection service includes the following:

- Twice per week collection of solid waste in property owner-provided and maintained 64-gallon containers for single family residences and in suitably sized dumpsters for multi-family residences.
- Once per week collection of single-stream recyclable materials in property owner-provided and maintained 64- gallon containers from single family residences.
- There is currently no recycling service offered to the multi-family properties.
- On-call collection of white goods, electronic waste and tires.

Current municipal collection services include the following:

- Twice per week collection of solid waste in Town-provided and maintained containers.
- Once per week collection of single-stream recyclable materials in Town-provided and maintained containers.
- Collection of refuse from special events as required.

RESPONSES

Responses to the RFP were received from:

Orion Waste Solutions
Waste Connections of Florida
Waste Pro of Florida, Inc.

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As noted above, Waste Management acknowledged the RFP but declined to submit a proposal because of the short turnaround time between the contract award and the contract start date.

Because only three proposals were received, all three were subjected to a detailed review and no short list was prepared.

EVALUATION CRITERIA

The RFP lists four non-scored and four scored evaluation criteria. Appendix A is an excerpt from the RFP which excerpt includes the Evaluation Criteria.

EVALUATION

Town staff carefully reviewed each of the three proposals against the evaluation criteria using the scoring system set forth in the criteria. It should be noted that there were some discrepancies in the residential unit counts stated in the RFP and in the addenda thereto. However, each proposal contained a per unit price for pick-ups from single family residences and from multi-family complexes. Staff were thus able to recalculate the prices based on a uniform unit count (747 single family dwellings and 270 multi-family units) and each proposer's unit price.

The factors that were considered and scored were those listed in the RFP's Evaluation Criteria (Appendix A). These factors, as more fully set out in Appendix A, included:

- the proposers' business histories;
- knowledge and reputation of each proposer's anticipated liaison with the Town;
- pick-up routing and accommodation of the Town's unique geography;
- maintenance of the current pick-up schedule;
- Immediate and long-term availability of primary and reserve equipment;
- proposed treatment of hazardous wastes;
- billing and collection practices; and
- cost.

The Board of Commissioners identified three issues of extra-importance:

- Online billing;
- a 90-day termination provision at the Town's option; and
- equal treatment for emergency debris clean-up.

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All three proposers offered online billing:⁵ the other two items can be covered in the contract with the successful proposer.

The price proposals (per month with inflation escalators) were:

Orion	\$15,872.58
Waste Conn	17,797.50
Waste Pro	17,973.45

With respect to the scoring of the proposals, two notes are important. First, the prices quoted by Waste Connections and Waste Pro were \$175.95 per month different. This proximity suggests that the prices were carefully calculated and are fair and appropriate.

The other note is that Waste Connections as the current provider had a very significant advantage as they would have no transition tasks and thus were awarded all 40 points available for the transition plan. Without those 40 points, Waste Pro would likely have been the highest scoring proposer.

But Waste Pro's proposal for the transition identified numerous problems. The most critical of these problems was the "preference" for different collection days. Such a change would meet significant resistance from the Town. Another issue is that the Waste Pro proposal contemplates providing supplies to the Town's residents but, as the RFP made clear, the residents supply their own waste and recycling containers and no supplies from the hauler need be provided.

Likewise, the Waste Pro proposal appears to be based on a four- to six-week lead time between project award and start-up. However, because of the timing exigencies caused by the Covid 19 pandemic, there will be only three and a half weeks between project award and start-up, with that three and a half week period running down over the four-day Thanksgiving Holiday.

Orion's transition plan (which is based on a later project award), is also of concern. The "transition plan" is generic in nature with reference to land uses not found in the Town. Other concerns with the Orion transition plan are that Orion has to purchase an additional vehicle to provide an "adequate spare ratio." The absence of potentially essential spare equipment is worrisome.

Indeed, even the availability of primary equipment is unclear since for the period November 23 - 25 (the three days before Thanksgiving), "Orion will follow up on all ordered equipment and

⁵ One proposer offered **only** online billing and was penalized in the scoring for not accommodating those residents who prefer paper bills.

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provide the Town with status updates.” If Orion is awaiting needed “ordered equipment” less than a week (including the Thanksgiving holiday) before the start of their contract, and in order to start serving the Town, Orion simply has not provided a satisfactory transition plan.

Since Waste Connections is the current provider and need make no changes to continue its service, Waste Connections earns the full 40 points for its transition plan. Based on the examples given above and the totality of their transition plans, Waste Pro and Orion receive virtually no points for their transition plans because those plans have not demonstrated that those proposers are logistically capable of handling the transition in the short period of time available for it.⁶

Staff’s detailed scoring sheets are found on the following two pages and are summarized:

	ORION	WASTE CONN	WASTE PRO
Summary of Qualifications	2	8.5	7
Project Approach	4.5	6.5	13.5
Transition Plan	0.5	40	1
Sub-totals	7.0	55.0	21.5
Cost	35.0	31.21	30.91
TOTALS	42.00	86.21	52.41

Staff are prepared to review their reasoning in detail, but following are explanations of some of the key findings.

Summary of Qualifications

Orion’s residential experience is very limited, especially in Florida. Further, many of Orion’s relevant projects are so new that there is unlikely to be a substantial track record for them.

Orion’s business history was not persuasive because, while elements of the the company have been in existence for more than 60 years, the current entity is just over a year old. Further, its proposal indicates a much stronger background in non-residential services, and not a great deal of experience in the type of service Redington Beach requires.

As to members of the firm, Staff were concerned that the qualifications of the primary contact were not particularly germane to the endeavor at hand.

⁶ One bidder inquired as to whether the Town would consider a longer transition period to which the Town replied in the negative.

SOLID WASTE COLLECTION AND DISPOSAL EVALUATION

Title Page/Transmittal Letter - Non-Scored

FIRM	ORION	WCF	WP
SUBJECT	✓	✓	✓
TITLE	✓	✓	✓
PROPOSAL NO	✓	✓	✓
FIRM NAME	✓	✓	✓
CONTACT	✓	✓	✓
DATE	✓	✓	✓
SIGNATURE	✓	✓	✓
LIST	?	?	?
CLIENT ID	?	✓	✓

<u>Completed Forms</u>	✓	✓	✓
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Summary of Qualifications (5 x 2)

	ORION	WCF	WP
10 Years	0.5	2	2
Exclusive Res Juris	0	2	2
Exclusive Comm	1	1	1
Business History	0.5	2	1.5
Members of Firm	0	1.5	0.5
	2	8.5	7
	2	8.5	7

Project Approach (5 x 3)

Route Schedule/Map	0	1.5	2.5
Detailed Description	0	1.5	2.5
Commercial Recycling	1	1	1
MDR	0.5	0.5	1.5
Hazardous Wastes	0	0.5	2
Billing Transition	1	1	1
Non-payment approach	0.5	0	1
Standard Reports	0.5	0.5	0
Value Added	1	0	2
Deviations	N/a	N/a	N/a
	4.5	6.5	13.5
	4.5	6.5	13.5

Transition Plan (5 x 8)

Transition Plan	0.5	8	0.5
Smooth Transition	0	8	0.5
Meet/exceed current LoS	0	8	0
Transition Team	0	8	0
Transition Time line	0	8	0
	0.5	40	1
	0.5	40	1

TOTALS	7	55	21.5
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SOLID WASTE COLLECTION AND DISPOSAL EVALUATION

COST (35)	UNITS	ORION		WCF		WP	
SFD	747	\$18.14	\$13,550.58	\$17.50	\$13,072.50	\$19.85	\$14,827.95
MFD	270	\$8.60	\$2,322.00	\$17.50	\$4,725.00	\$11.65	\$3,145.50
TOTALS			\$15,872.58		\$17,797.50		\$17,973.45

COMPANY	PROPOSAL LOWEST					
	COST	PROP COST	% OF LOW	MULTIPLIER	POINTS	
ORION	\$15,872.58	\$15,872.58	100.00%	35	35.00	
WCF	\$17,797.50	\$15,872.58	89.18%	35	31.21	
WP	\$17,973.45	\$15,872.58	88.31%	35	30.91	

POINT SUMMARY	ORION	WCF	WP
TABS 4 - 6	7	55	21.5
COST	35.00	31.21	30.91
TOTALS	42.00	86.21	52.41

<u>Submittal Forms</u>	✓	✓	✓
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<u>References</u>	✓	✓	✓
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Waste Pro's proposal identified a number of senior personnel but provided far less background on the day-to-day liaisons with the Town.

Project Approach

Orion's description of its routing was minimal and violated a cardinal principle of delivery work: emphasize right-turns. Waste Pro had an excellent description of its routing but indicated a preference for changing the pick-up days, a change likely to be unacceptable to the Town.

All three proposers offer to provide recycling service for the Town's multi-family developments, a feature that the Town is seeking.

For multi-family sites, Orion proposes no current changes from the present situation but is undertaking a reevaluation. Waste Connections offered little detail on its service to the multi-family buildings while Waste Pro offered a very detailed service plan and additional services.

As to hazardous wastes, Orion makes no mention of the topic. Waste Connections discusses briefly its treatment of hazardous wastes. Waste Pro noted that hazardous wastes are beyond the scope of the project but are offering an aggressive notification process when hazardous wastes are discovered.

For non-payment situations, Orion will start collection efforts after 30 days. Waste Connections did not address this topic. Waste Pro offers a reasonable graduated payment enforcement plan. Orion and Waste Pro also undertake to notify the Town of non-payment situations.

Orion has a good community outreach/good neighbor program while Waste Pro has an extensive outreach. Waste Connections did not address this topic.

APPENDIX
EVALUATION CRITERIA

Updated: September 9, 2020



**REQUEST FOR PROPOSAL # 2020-01
SOLID WASTE AND RECYCLING COLLECTION SERVICES**

Town Clerk, 105 164th Ave
Redington Beach, FL
33708

ISSUE DATE: 09/14/2020

PROCUREMENT CONTACT:
Missy Clarke, Town Clerk
PHONE NUMBER: (727) 391-3875
E-MAIL:
townclerk@townofredingtonbeach.com

**PROPOSALS TO BE RECEIVED
NO LATER THAN 3:00 PM ON
MONDAY, OCTOBER 5, 2020**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID	
Proposer Name: _____	Pre-Bid meeting location: <u>N/A</u>
Address: _____ _____	
Phone Number: _____	Proposals are firm for 90- days? Yes ___ No ___
Fax Number: _____	Do you accept credit cards? Yes ___ No ___
E-Mail Address: _____	RFP Term Deviation Requests attached? Yes ___ No ___ N/A ___
FEIN Number: _____	_____

Proposal packages shall be mailed or hand-delivered to the Redington Beach Town Hall, attn.: Town Clerk, 105 164th Avenue, Redington Beach, FL 33708. Receipt of Proposals will be officially closed after time and date identified above. Proposals received after the specified time and date will not be accepted. The Town will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp affixed by the Town Clerk will be the official authority for determining timely Proposals.

One (1) original (MARKED "ORIGINAL"), five (5) copies, and one (1) searchable PDF copy on a flash drive of all Proposal sheets and required attachments shall be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, RFP No. 2020-01 – SOLID WASTE AND RECYCLING SERVICES. Proposer's name and return address shall be clearly identified on the outside of the envelope.

Authorized Signature

Title (printed or typed)

Printed Name

Date

Cover Page

SECTION III

REQUEST FOR PROPOSAL TIMELINE

The anticipated schedule for this RFP is as follows:

Proposal Issue Date	09/14/2020
Pre-Proposal Conference	N/A
Deadline for Questions	09/28/2020 at 3 pm
Submission Deadline (RFP close date)	10/05/2020 at 3 pm
RFP Opening Date	10/05/2020 at 3 pm
Short List Created	NLT 10/12/2020
Interviews/Presentations, if needed	10/16//2020
Final Selection	10/19/2020
Commission Consideration to negotiate	10/21/2020
Commission Consideration to award	11/04/2020
Contract Award	12/01/2020

EVALUATION PROCEDURE

All proposals will be subject to a review and evaluation process. It is the intent of the Town that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The Town will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP which are pertinent to the understanding and evaluating of the proposal. 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 proposer 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 oral presentation/informal interviews (if requested). A score of 0 is the least favorable and a score of 5 is the most favorable in all sections. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

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

Description	
0=	No information provided for the specific criteria. Proposer failed to address the criteria. No documentation was provided.
1=	"Poor" : Proposal is lacking or inadequate in most basic requirements for the specific criteria.
2=	"Below Average" : Proposal meets many of the basic requirements for the specific criteria, but is lacking in some essential aspects.
3=	"Average" : Proposal adequately meets the minimum requirements of the specific criteria, and is generally capable of meeting the Town's needs.
4=	"Above Average" : Proposal more than adequately meets the minimum requirements of the specific criteria and exceeds those requirements in some respect.
5 =	"Excellent" : Proposal exceeds the minimum requirements in most aspects of the specific criteria.

NOTE: The Committee members' score times the "weighted value" assigned to the different sections listed here equals the total score for that section. (EXAMPLE: Maximum score of 5 X's weighted value of 10 = Maximum of 50-Points).

Proposers submitting the required criteria will have their proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost and location will not be assigned by the evaluation committee.

During the evaluation process and at the sole discretion of the Town, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the Town in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the Town may have on a proposer's submittal. After written clarification is completed, the Committee members will have an opportunity to revise their individual scores for the non-price factors.

CRITERIA

Proposers shall include the following information in their written response document.

- Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.
- Submit packages in the format outlined below.
- Submittals should be concise and provide only the information requested. Additional data will not be considered.

Title Page: (Non-scored)

Title Page shall show the request for proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

Tab 1 - Transmittal Letter: (Non-scored)

The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the offeror to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.

Tab 2 – Completed Forms: (Non-scored)

- Proposer's Information Form (page-1)
- Check List of Submittal Requirements (pages 2)

Tab 3 - Table of Contents: (Non-scored)

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 4 – Summary of Qualifications: (maximum 5 x 2 = maximum 10 points)

- Provide evidence of a minimum of 10 years' experience providing solid waste collection services;
- Provide evidence of having exclusive residential collection service including solid waste, recyclable materials, yard waste, bulky waste, white goods, electronic waste and tires, to at least one community with a minimum residential population of 4,000;
- Provide evidence of having exclusive commercial collection service in at least one Florida jurisdiction;
- Provide a brief discussion about Collector's business history and current purpose/function in the marketplace.
- Indicate specifically the members of the firm who will have primary responsibility for the Town's contract and provide a brief resume for each. Also indicate all key individuals, and their tasks and/or areas of expertise.

Tab 5 – Project Approach / Methodology: (maximum 5 x 3 = maximum 15 points)

- Provide a proposed route schedule and map for residential services;
- Provide a detailed description of how your collection route schedule shall run; include maps;
- Describe your commercial recycling program;
- Describe your approach to multi-dwelling residential unit collection of solid waste and recycling;

- Provide your procedure for tagging of hazardous waste; include your process to notify citizens;
- Provide your procedure for notifying applicable government agencies of reportable quantities of hazardous waste found or observed by you anywhere within the Town; including on, in, under or about Town-owned property and Town waste containers;
- Describe in detail your process to transition billing from the current Service Provider (unless proposal is from that Provider); provide your process for non-payment procedures;
- Provide a list of standard reports that will be available to the Town;
- Provide your response to Section Q – Value Added Elements;
- Any deviations from scope of work requirements will be discussed in this section.

Tab 6 – Transition Plan: (maximum 5 x 8 = maximum 40 points)

- Describe in detail your transition plan if you are not the current Service Provider. At a minimum, include the following:
 - Your proposed strategy to ensure a smooth transition;
 - Your strategy to meet or exceed the current level of service;
 - Identify the group of individuals who will oversee the execution of the transition plan; provide a brief resume for each;
 - Provide a timeline for the transition.

Tab 7- Proposed Cost: (maximum 35 points)

All costs associated with delivering the requested services shall be detailed in the format requested in this RFP.

- Base Proposal plus sum of all other groups (multi-dwelling and commercial)

Points for cost will be considered separately for each of the two Categories (base or alternate proposal) so Town staff can recommend the category and Collector that best meet the needs of the Town.

Calculation of points for cost will be completed as described in the following EXAMPLE for each category. Lowest Cost Proposed with a weighted multiplier of 35% of an available 100% total value (35-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	35	35.00
Company #2	\$108,000.00	\$100,000.00	92.6%	35	32.41
Company #3	\$120,000.00	\$100,000.00	83.3%	35	29.17

Tab 8 - Additional Required Proposal Submittal Forms: (Non-scored)

Identical Tie Proposal Sheet (if applicable); Proposer's Insurance Requirements Acknowledgement; Business Tax Receipt; Non-Collusion Affidavit; Corporate Resolution (if applicable), Vendor Certification Regarding Scrutinized Companies Form; Collector's proposed Franchise Agreement (Note any proposed agreement will be given consideration, but the Town intends to utilize its own form of Agreement as has either been issued at the same time as this RFP at **Attachment 8**, or which will be provided shortly thereafter by addendum to **Attachment 8**).

Tab 9- References (Non-scored)

Provide a listing of three (3) comparable client references that are using the company's services. (NOTE: The Town may, at its sole discretion, require a complete list of customers from proposer(s) being considered for award.) At its discretion, the Evaluation Team may request and tabulate written references and make a report to the Team or assign a Team member to do so. Reference checks are typically completed on the short-listed firms only; however, the Town reserves the right to expand reference checks to other firms or during other phases of the evaluation process. Consideration of responses received from reference checks may be given during the final selection process.

BRUCE McLAUGHLIN CONSULTING SERVICES, INC.

900 Gulf Boulevard, Suite 303
Indian Rocks Beach, Florida 33785
Phone: 727/595-7634 Cell: 727/244-7311
Email BruceSandy@aol.com

October 15, 2020

RB

Meeting Date: October 21, 2020

Agenda Item 9a

M E M O R A N D U M

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

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

SUBJECT: Comprehensive Plan, Capital Improvements Element, Schedule of Capital Improvements; Town Budget, Capital Improvements Plan – INTRODUCTION

Beginning in late 2018, the Town, after nine years of non-compliance, began to come into compliance with the statutory mandate that the Town prepare and adopt an annual update to the Schedule of Capital Improvements in the Comprehensive Plan's Capital Improvements Element (CIE). The 2018/2019 Schedule focused on stormwater system improvements and used what were essentially "placeholders" for the other items in the schedule.

The 2019/2020 Update was approached in much the same way: substantial analysis and detail into the stormwater component and placeholders for the other items. However, when it came time to do the 2020/2021 Update a new approach evolved.

The CIE Schedule Update usually starts with the Town's Finance Committee to ensure that the plans set forth in the Comprehensive Plan are consistent with the Town's budget. In June, 2020, the Updated Schedule was presented to the Finance Committee. Again, the proposal included detailed and refined plans for the Town's stormwater system and placeholders for the other items, particularly road replacements.

Likewise, in the Town Budget's capital improvements allocations, there were placeholders for road replacement, but these were different numbers than proposed for the CIE Schedule Update. The Finance Committee properly suggested that the same placeholders be used in both documents.

However, when the Mayor was advised of this situation, he noted that there was a real need for road replacements in much of the Town and that the Town's CIE Updated Schedule and the Town's budget capital allocations should reflect those actual needs. Accordingly, on July 14, 2020, the Town expanded the scope of services being offered by its special stormwater engineer, (Lynn Townsend Burnett) to include an analysis of the road conditions on all the Town roads and

October 15, 2020

the preparation of the Updated Schedule of Capital Improvements to reflect the actual work, schedule and costs of the road replacements necessary to bring the Town roads up to the design level of repair.

Ms. Burnett will present her detailed findings as to the condition of the Town's roads, her proposed replacement schedule and the cost of that replacement work. Ms. Burnett will also recap for the Board the details of the stormwater components of the Schedule of Capital Improvements so as to put the entire document in context.

If the Board elects to begin any portion of the road replacement capital improvements work, then staff will begin the processes of formally adopting the Updated Schedule of Capital Improvements in the CIE and of a budget amendment transferring the required funds from reserves into an active account. This process will include a review by the Finance Committee, an advertised public hearing before the Planning Board and two advertised public hearings before the Town Board of Commissioners. Normally this process would require about three months but with limited opportunities to advertise public hearings and other limits on public assemblies, it is likely to take at least five months.

As noted, this process would normally start with the Finance Committee and then the Planning Board but so much time has been lost with altered meeting schedules, etc., that it is prudent to bring the matter to the Town Board of Commissioners now so that we can begin to make up for lost time. If the Board elects to undertake no road replacement work, then the Updated CIE Schedule can be adopted with only the previously approved stormwater work identified.

TOWN OF REDINGTON BEACH
ORDINANCE 2020-XX

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, PINELLAS COUNTY, FLORIDA, ADOPTING THE ANNUAL AMENDMENT TO THE SCHEDULE OF CAPITAL IMPROVEMENTS IN THE CAPITAL IMPROVEMENTS ELEMENT OF THE TOWN OF REDINGTON BEACH COMPREHENSIVE PLAN, PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 163, Part II, Florida Statutes, establishes the requirements of the Community Planning Act and governs local government comprehensive planning and land development regulation; and

WHEREAS, The Town of Redington Beach adopted its Comprehensive Plan in October, 1989, and has periodically revised and amended the Plan in order to ensure it remains current and responds to current needs and opportunities; and

WHEREAS, pursuant to § 163.3177(3)(b), Florida Statutes, annual modifications to the Five Year Schedule of Capital Improvements are mandatory, which modifications may be accomplished by Ordinance and are not deemed to be an amendment to the Town's Comprehensive Plan; and

WHEREAS, The Building Official and Town Planner of the Town of Redington Beach recommended that the Comprehensive Plan be amended as set out herein; and

WHEREAS, The Planning Board of the Town of Redington Beach, sitting as the Local Planning Agency, found the amended Capital Improvements Schedule to be consistent with the balance of the Town's Comprehensive Plan and recommended its approval; and

WHEREAS, the Town's Finance Committee has been consulted with respect to this Amendment and has endorsed the amendment; and

WHEREAS, the Board of Commissioners of the Town of Redington Beach desires to implement the recommendations of the Planning Board;

NOW THEREFORE BE IT ORDAINED, by the Commissioners of the Town of Redington Beach, Florida, in its regular meeting duly assembled on this__ day of____, 2020, that:

Section 1. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. Table 1, Schedule of Capital Improvements, as established by Ordinance 2018-09, adopted on February 20, 2019, is deleted and the following Table 1 substituted therefor:

<u>Project Type & Name</u>	<u>Fiscal Year Costs/ Funding Sources</u>				
	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
Road Replacement F (2) [1]	229,500	622,500	229,500	229,500	229,500
Drainage Upgrades F (1), (3), (4) [1]	134,700	213,125	174,000 (+)	174,000 (+)	174,000 (+)
<u>Income Fund Summary</u>					
General Reserves	228,077	230,358	232,662	234,988	237,338
Road Reserves	863,045	639,880	646,279	652,742	659,269
Stormwater Capital Fund	100,500	100,500	100,500	100,500	100,500
Stormwater Grants	20,250	57,937	73,500	73,500	73,500

LEGEND

F = Funded

U = Unfunded

(1) = Penny for Pinellas

(2) = Town Reserves

(3) = Town Enterprise Fund

(4) = Grants

(+) = Plus rollover funds from previous year

[] = Priority

Section 4. Any portion of this Ordinance deemed unconstitutional or otherwise invalid at law is severable from the remainder thereof.

Section 5 This Ordinance shall become effective immediately upon final passage and adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Town of Redington Beach, Pinellas County, Florida, on this _____ day of _____ 2020.

ATTEST:

Missy Clarke, CMC Town Clerk

Nick Simons, Mayor

	Motion	Seconded	Aye	Nay	Absent
Vice Mayor Dorgan					
Commissioner Kornijtschuk					
Commissioner Steiermann					
Commissioner Will					
Mayor Simons					

ROAD REPLACEMENT ESTIMATE FOR FY 2020-2021 CIE

TOWN OF REDINGTON BEACH BEACH, PINELLAS COUNTY

PROJECT ID # :	TBD
PROJECT DESCRIPTION:	ROADS AND STREETS
PAY ITEM SPEC YEAR:	FY20-21
SUBMITTAL TYPE:	CIE
CITY:	Redington Beach
DATE:	8-Oct-20
ENGINEERING CONSULTANT FIRM:	LTA Engineers, LLC
CONTACT NAME:	Lynn Burnett, P.E.
PHONE NUMBER:	(941) 526-3375
FILE VERSION:	
PAGE NUMBER:	1 of 4

Locations		Description	Cost
Redington Beach	Roads and Streets		\$622,500
Total Task Cost			\$622,500

NOTES: Per FDOT Historical Costs: Current 6 Month Moving Statewide Averages from 2019/11/01 to 2020/04/30

ROAD REPLACEMENT ESTIMATE FOR FY 2020-2021 CIE

TOWN OF REDINGTON BEACH, PINELLAS COUNTY

FINANCIAL PROJECT ID # :

TBD

PROJECT DESCRIPTION: ROADS AND STREETS

PAY ITEM SPEC YEAR: October 2020

SUBMITTAL TYPE: CIE

CITY: Redington Beach

DATE: 8-Oct-20

ENGINEERING CONSULTANT FIRM: LTA Engineers, LLC

CONTACT NAME: Lynn Burnett, P.E.

PHONE NUMBER: (941) 526-3375

FILE VERSION:

PAGE NUMBER: 2 of 4

COMPONENT GROUPS

100 - STRUCTURES	NOT USED	
200 - ROADWAY		\$410,302
300 - SIGNING & PAVEMENT MARKINGS		\$34,341
400 - LIGHTING	NOT USED	
500 - SIGNALIZATION	NOT USED	
550 - ITS	NOT USED	
600 - LANDSCAPE / PERIPHERALS	NOT USED	
700 - UTILITIES	NOT USED	
800 - ARCHITECTURAL	NOT USED	
900 - MASS TRANSIT	NOT USED	
1000 - INVALID & OTHER ITEMS	NOT USED	
	Subtotal	\$444,643
	(101-1) MOB (Mobilization)	10% \$44,464
	(102-1) MOT (Maintenance of Traffic)	10% \$44,464
	CONTINGENCY	20% \$88,929
PROJECT GRAND TOTAL		\$622,500

NOTES:

ROAD REPLACEMENT ESTIMATE FOR FY 2020-2021 CIE
TOWN OF REDINGTON BEACH, PINELLAS COUNTY

FINANCIAL PROJECT ID #:	TBD
PROJECT DESCRIPTION:	ROADS AND STREETS
PAY ITEM SPEC YEAR:	October 2020
SUBMITTAL TYPE:	CIE
CITY:	Redington Beach
DATE:	8-Oct-20
ENGINEERING CONSULTANT FIRM:	LTA Engineers, LLC
CONTACT NAME:	Lynn Burnett, P.E.
PHONE NUMBER:	(941) 526-3375
FILE VERSION:	
PAGE NUMBER:	3 of 4

200 - ROADWAY (Excludes Stormwater Improvements)

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
101-1	MOBILIZATION	LS	1	SEE SUMMARY SHEET	SEE SUMMARY SHEET
102-1	MAINTENANCE OF TRAFFIC	LS	1	SEE SUMMARY SHEET	SEE SUMMARY SHEET
104-10-3	SEDIMENT BARRIER	LF	903	\$ 2.00	\$ 1,806
	REDINGTON DRIVE BETWEEN 156TH AND 157TH	MILES	0.21	\$ 281,475.00	\$ 59,110
	1ST STREET E	MILES	0.01	\$ 281,476.00	\$ 2,666
	161ST AVE	MILES	0.42	\$ 281,477.00	\$ 118,220
	4TH STREET E	MILES	0.32	\$ 281,478.00	\$ 90,073
	5TH STREET E	MILES	0.19	\$ 281,479.00	\$ 53,481
	6TH STREET E	MILES	0.16	\$ 281,480.00	\$ 45,037
	RESTORATION AND MISC. CONCRETE WORK	LS	1	\$ 31,000.00	\$ 31,000
570-1-2	PERFORMANCE TURF, SOD	SY	3072	\$ 2.90	\$ 8,910
200 - ROADWAY (Excludes Stormwater Improvements) COMPONENT TOTAL					\$ 410,302

ROAD REPLACEMENT ESTIMATE FOR FY 2020-2021 CIE
TOWN OF REDINGTON BEACH, PINELLAS COUNTY

PROJECT DESCRIPTION:	ROADS AND STREETS
FINANCIAL PROJECT ID #:	TBD
PAY ITEM SPEC YEAR:	July 2020
SUBMITTAL TYPE:	CIE
CITY:	Redington Beach
DATE:	8-Oct-20
ENGINEERING CONSULTANT FIRM:	VIBEngineering Inc.
CONTACT NAME:	Sage Kamiya, P.E., PTOE
PHONE NUMBER:	(727) 317-4967
FILE VERSION:	
PAGE NUMBER:	4 of 4

300 - SIGNING & PAVEMENT MARKINGS

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
654-2-21	RECTANGULAR RAPID FLASHING BEACON (F&I) (SOLAR) (COMPLETE SIGN ASSEMBLY) (SINGLE DIRECTION)	AS		\$ 8,473.76	\$ -
700-1-11	SINGLE POST SIGN (F&I) (GROUND MOUNT) (UP TO 12 SF)	AS		\$ 335.92	\$ -
700-1-60	SINGLE POST SIGN, REMOVE	AS		\$ 30.82	\$ -
705-11-3	DELINEATOR, FLEXIBLE HIGH VISIBILITY MEDIAN	EA		\$ 144.26	\$ -
710-11-290	PAINTED PAVEMENT MARKINGS (STANDARD) (YELLOW) (ISLAND NOSE)	SF		\$ 2.57	\$ -
711-11-123	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (12")	LF	13828	\$ 2.37	\$ 32,772.37
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF		\$ 3.12	\$ -
711-11-125	THERMOPLASTIC (STANDARD) (WHITE) (SOLID) (24")	LF	60	\$ 4.54	\$ 272.40
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE / 6"	GM		\$ 1,964.41	\$ -
711-11-160	THERMOPLASTIC, STANDARD, WHITE, SYMBOL	EA		\$ 219.10	\$ -
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA		\$ 62.53	\$ -
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	400	\$ 3.24	\$ 1,296.00
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE / 6"	GM		\$ 1,968.50	\$ -
711-14-125	THERMOPLASTIC (PREFORMED) (WHITE) (SOLID) (24")	LF		\$ 15.91	\$ -
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM		\$ 4,182.66	\$ -
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM		\$ 4,266.42	\$ -
711-17	THERMOPLASTIC (REMOVE EXISTING)	SF		\$ 1.45	\$ -
300 - SIGNING & PAVEMENT MARKINGS		COMPONENT TOTAL			\$ 34,340.77

FY 20-21 DRAINAGE UPGRADES CIE

EXHIBIT A

Scope of Work

Boca Ceiga Bay Stormwater Quality Improvement Project 2020 Tampa Bay Environmental Restoration Fund

Project Summary

This is a water quality improvement project which incorporates green infrastructure techniques. The project is located in the Town of Redington Beach. Activities will include design, permitting and bidding for a stormwater retrofit project. The Town of Redington Beach outfalls directly to Boca Ciega Bay (part of the Tampa Bay Watershed). This project proposes implementation of Best Management Practices (BMPs) and Low Impact Development (LID) designs to reduce pollutant loads to the outfalls located within the 5.15-acre project area.

Neighborhood workshops and public outreach/education will be incorporated into the project activities. The outcomes of the project will reduce sediment and pollutant loadings to Boca Ciega Bay, will reduce flooding impacts during storm events and extreme high tides and increase resiliency in the face of climate change. Additional benefits of the project will be a better informed and educated public. The long-term goal of this project is to establish a successful model which can be used and implemented in the adjacent coastal communities discharging to Boca Ciega Bay and other parts of the Tampa Bay Watershed.

Project Phases

Invoices can only be submitted upon completion of a Phase, and the invoiced amount should match the budgeted amount for that Phase. Invoices will be paid once the Project Manager has confirmed that the measurable benefit and deliverables as defined in the contract scope of work have been received.

- 1. Project Phase/Measurable Benefit #1: Design and Permitting, to be completed within 6 months of Notice to Proceed.**

Phase Summary, including Measurable Benefit: Required permit(s) for water quality treatment of 5.15 acres of high urbanized stormwater runoff and at least 1 neighborhood workshop.

Deliverables for Phase 1:

- Quarterly/Phase Reports
- 30/60/100% Design Plans
- Copies of Required Permits
- Sign-In Sheets from Neighborhood Workshop

Phase 1 Budget: \$20,250.00 total (\$20,250.00 TBERF/\$0 Town)

Project Phase Description: Phase 1 will consist of design, permitting and bidding, while Phase 2 will consist of construction and final certifications. The Phase 1 deliverables include quarterly project reports; a phase completion report with estimated nitrogen load reduction calculations; cost estimates and construction plans will be provided at 30%, 60% and final design; and copies of permits issued.

2. Project Phase/Measurable Benefit #2: BMP Implementation, to be completed within 12 months of Notice to Proceed.

Phase Summary, including Measurable Benefit: Installation of approximately 1,800 linear feet of stormwater infiltration trenches and tide valves on four outfall pipes.

Deliverables for Phase 2:

- Quarterly Reports
- Final Report including:
 - Before, during, and after photographs
 - As-Built Drawings and Final Certifications
- A minimum of 1 presentation to the TBEP TAC, TBRRC, or similar.

Phase 2 Budget: \$136,125.00 (\$8,625.00 TBERF/\$127,500.00 Town & SWFWMD CFI)

Project Phase Description: Improvements will include installation of approximately 1,800 linear feet of stormwater infiltration trenches along the sides of the streets to collect sediments and pollutants. Tide valves (WaStop Valves) will be installed on the four outfall pipes to prevent flooding from high tides events and to prevent salt water intrusion into the infiltration systems and pipe systems used for conveyance. The combination of the infiltration systems with the WaStop valves provides opportunity for infiltration through the native sands and reduces in excess of 90% the pollutant loads otherwise conveyed to the bay through open pipes. Annual monitoring reports of the outfalls will be obtained prior to and after implementation of the project to observe and document the success of the pollutant removals outlined in the measurable benefits of this project.

Required Match

Source, amount and type (cash or in-kind) of match:

Total Project Cost: \$156,375.00

Town Share (Cash): \$127,500.00

TBERF Share: \$28,875.00

The TOWN's matching funds come from Stormwater Utility Assessments and the pending SWFWMD Cooperative Funding Initiative Grant. Matching contributions will be documented in the final project report.

LTA ENGINEERS, LLC

PO Box 789
Cortez, FL 34215
(941) 756-9100

Project Authorization

P.A. Date: 6/17/2020

P.A. #: 2020-0949

Bill To:

Town of Redington Beach
ATTN: Missy Clarke, Town Clerk
105 164th Avenue
Redington Beach, FL 33708

Expenditure Code	
Services Begin	
Services End	12/31/2020

Expenditure Account FY20 - TORB Stormwater

Scope of Work	Compensation Amount	Total
PROJECT AGREEMENT FOR STORMWATER CIP PROFESSIONAL SERVICES BOCA CIEGA BAY STORMWATER QUALITY IMPROVEMENT PROJECT SWFWMD CFI W220 Services provided: Phase Summary, including Measurable Benefit: Required permits for water quality treatment of 5.15 acres of high urbanized Stormwater runoff and at least 1 neighborhood workshop. Deliverables for Phase 1: -Quarterly/Phase Reports -30/60/100% Design Plans -Copies of Required Permits -Sign-In Sheets from Neighborhood Workshop Project Phase/Measurable Benefit #1: DESIGN, PERMITTING & BIDDING To be completed by December 31, 2020 in accordance with TBERF Contract Milestones  Lynn T. Burnett, P.E., CFM Project Authorization Directed by Town Commission on June 3, 2020	20,250.00	20,250.00
Total		\$20,250.00

Town of Redington Beach Project Area = 5.15 Acres



CFI Application Information

Application Id: 199
 New Project? 1
 Project Name: Town of Redington Beach CIP FY22 Stormwater BMPs
 Counties Benefited: Pinellas
 Available Programs:
 Cooperator Information: Redington Beach
 Contact Name: Lynn Burnett
 Contact Email: lynn@ltaengineers.com
 Contact Phone: 9417569100
 Contact Ext:
 Contact Address: P.O. Box 789
 Contact City: Cortez
 Contact State: FL
 Contact Zip: 34215

Project Type and Scheduling

Project Type	Strategic Initiative
Water Quality	Water Quality Maintenance and Improvement

Application Milestones

Milestone: Design	Due Date: 1/31/2022
Milestone: Permitting	Due Date: 2/28/2022
Milestone: Bidding and Contractor Selection	Due Date: 4/29/2022
Milestone: Construction	Due Date: 10/31/2022
Milestone: Final Certifications	Due Date: 12/30/2022

Description

This is a water quality project located in the Town of Redington Beach. Activities will include design, permitting and construction of a storm water retrofit project. The Town of Redington Beach outfalls directly to Boca Ciega Bay (part of the Tampa Bay Watershed). This project proposes implementation of Best Management Practices (BMPs) and Low Impact Development (LID) designs to reduce pollutant loads to the outfalls located within the 5.15-Acre project area. The objective of the project is to improve both the water quality of non-point source stormwater which discharges into Boca Ciega Bay and improve the flood protection level of service (LOS) provided by the Town's surface water management system. The proposed project area has four outfall locations that discharge directly into Boca Ciega Bay (part of Tampa Bay). Currently, stormwater runoff from the yards and streets flow directly into the outfall pipes which discharge into the bay with no pre-treatment of any kind. Improvements will include installation of stormwater infiltration trenches along the sides of the streets to collect sediments and pollutants. Tide valves (WaStop Valves) will be installed on the outfall pipes to prevent flooding from high tides events and to prevent salt water intrusion into the infiltration systems and pipe systems used for conveyance. The combination of the infiltration systems with the WaStop valves provides opportunity for infiltration through the native sands and reduces the pollutant loads otherwise conveyed to the bay through open pipes. This project will provide water quality treatment in an area where none has previously existed.

Benefit

The improvements consist of new LID stormwater management improvements and techniques that will provide protection from tidal events and water quality benefits to Boca Ciega Bay, which is designated a "Waters within State Aquatic Preserves" and an OFW. The goals of the SWIM plan includes improvement and expansion in seagrass beds which is accomplished by decreasing the pollutant loadings and increasing the quality of stormwater runoff to Boca Ciega Bay. This project will accomplish all those objectives and increase the overall health, welfare, and safety of the residents living within the project area. In addition, the project will improve and preserve the healthy bay habitat within the measurable benefit area. The Resource Benefit of the Water Quality project is the reduction of pollutant loads to Boca Ciega Bay (Tampa Bay), a SWIM priority water body, by an estimated 1,200 lb/yr, Total Suspended Solids (TSS), 2.2 lb/yr Phosphorous (P) and 13.3 lb/yr Nitrogen (TN). The contractual Measureable Benefit is the design, permitting, and construction of LID BMPs to treat approximately 5.15 acres of highly urbanized stormwater runoff. Neighborhood workshops will be incorporated into the project activities. The outcomes of the project will reduce sediment and pollutant loadings to Boca Ciega Bay, will reduce flooding impacts during storm events and extreme high tides. Additional benefits of the project will be a better informed and educated public.

Cost

The total cost for the project is \$150,000 for design, permitting, bidding, construction engineering inspections (CEI), and construction. All activities will be completed in one Phase. The Project Cost will be split equally between the Pinellas Anclote Basin and the Town, with \$75,000 requested from the Pinellas Anclote Basin. The estimated cost/lb of TSS and TN removed is lower than the historical average of \$20/lb TSS and \$646/lb TN, and the cost/acre treated is estimated below the historical average of \$46,947/acre treated for Coastal/LID projects. The cost estimates are based on similar projects recently completed on Anna Maria Island, in Manatee County and are included as Contractual Costs. No other funding types are requested in this application.

The Town of Redington Beach has an adopted Stormwater Utility Fee which is collected annually and is designated for new stormwater-related capital improvement projects. With the Stormwater Utility Fee as the revenue source, the Town has earmarked \$100,500 per year for Stormwater Improvements which incorporates LID measures to reduce pollutant loads to Boca Ciega, and to plan and prepare for sea level rise scenarios and severe climate events. These measures are a part of the Town's 5-Year Capital Improvement Plan. The town actively maintains and repairs their stormwater improvements and maintain drain labels on their stormwater outfalls.

Application Funding

Funding Source	Prior(\$)	FY2021(\$)	FY2022(\$)	Future(\$)
Applicant Share	0	0	75,000	0
District Share	0	0	75,000	0

Application Documents

Document Name	Document Type
STEPL10ws LTB Redington Beach FY21-22.xlsx	Other Document
TORB Funding Letter.pdf	Funding Letter
TORB Ranking Letter.pdf	Ranking Letter
Redington Beach Budget Backup.pdf	Other Document
CFI FY22 PROJECT MAP.pdf	Map

FY 2022-23 CIE



Legend	Map Feature
	County Owned Historical
	Submerged Lands
	Beach Nourishment
	Other
	Grading Easement
	Drainage Easement
	Easement Transfer
	Major Road
	Arterial
	Local Roads

Assessment Transfer
 Local Roads
 DATA STEWARD & EDITOR: Phyllis County Safety and Emergency Services, Regional 911 Department, Mark Whitby (727)464-3816 mwhitby@pinellascounty.org
 Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS,

COOPERATIVE FUNDING AGREEMENT (Type 3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
TOWN OF REDINGTON BEACH
FOR
TOWN OF REDINGTON BEACH STORMWATER RETROFITS (W220)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the TOWN OF REDINGTON BEACH, a municipal corporation of the State of Florida, whose address is 105 164th Avenue, Redington Beach, Florida 33708, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of design, permitting, and construction of stormwater retrofits in the Town of Redington Beach to improve water quality discharging to Boca Ciega Bay within Tampa Bay watershed, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES.

Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Contract Manager for the DISTRICT:
Nancy Norton
Southwest Florida Water Management District
7601 U.S. 301 North
Tampa, Florida 33637

Project Manager for the COOPERATOR:
Missy Clarke
Town of Redington Beach
105 164th Avenue
Redington Beach, Florida 33708

Any changes to the above contact information must be provided to the other party in writing.

Unless otherwise indicated in this Agreement, reports required under this Agreement may be provided to the DISTRICT'S Contract Manager via email.

- 1.1 The DISTRICT'S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in the Project Plan. Such approval must be in writing, explain the reason for the extension and be signed by the DISTRICT'S Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the DISTRICT'S Contract Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this Subparagraph. The DISTRICT'S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.
- 1.2 The DISTRICT'S Contract Manager is authorized to adjust a line item amount of the Project Budget set forth in the Project Plan, or, if applicable, the refined budget as set forth in Subparagraph 4 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Contract Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the Funding Paragraph of this Agreement.

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, both during and after construction and during and after the operation and maintenance of the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT will be One Hundred Fifty Thousand Dollars (\$150,000). The DISTRICT agrees to fund PROJECT costs up to Seventy Five Thousand Dollars (\$75,000) and shall have no obligation to pay any costs beyond this maximum amount. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

- 3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to annual appropriation by the COOPERATOR'S Commission of legally available funds.
- 3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the Project Budget set forth in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes expenditures of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expenditures. The DISTRICT shall not reimburse the COOPERATOR for any expenditures of contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COOPERATOR for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COOPERATOR, but at no point in time will the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR.
- 3.3 Unless otherwise provided in the Project Plan, any federal or state appropriations, or grant monies received by the COOPERATOR for the PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The COOPERATOR shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for the PROJECT. This Subparagraph shall survive the expiration or termination of this Agreement.
- 3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. Prior to posting solicitations, the COOPERATOR must obtain the DISTRICT'S written input regarding whether costs to be paid are allowable under this Agreement. The COOPERATOR must also obtain the DISTRICT'S written approval prior to entering into agreements for PROJECT work to ensure that costs to be reimbursed by the DISTRICT are reasonable. The DISTRICT shall provide a written response to the COOPERATOR within twenty-one (21) days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such agreement(s) shall refine the amounts set forth in the Project Budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs

incurred under consultant and contractor agreements until the DISTRICT approvals required under this Subparagraph have been obtained.

- 3.5 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. If necessary for audit purposes, the COOPERATOR shall provide additional supporting information as required to document invoices. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes expenditures of contingency funds. The DISTRICT agrees to reimburse the COOPERATOR for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 2 of this Funding Paragraph.

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Contract Manager in order to expedite the review process. Failure of the COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

The DISTRICT makes payments electronically through the Automated Clearing House (ACH) process. The COOPERATOR agrees to complete the DISTRICT'S *Vendor Registration Form* and *Vendor Electronic Payment Authorization Form* to enable payments to be sent to the COOPERATOR electronically. The forms may be downloaded from the DISTRICT'S website at www.watermatters.org under Business & Finance – Contracts and Procurement. Any questions regarding electronic payments may be directed to the DISTRICT'S Accounts Payable Lead at 352-796-7211, extension 4108.

- 3.6 If at any point during the progression of the PROJECT, the DISTRICT determines that it is likely that the Measurable Benefit as set forth in the Project Plan will not be achieved, the DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies.

Furthermore, if at any point during the progression of the PROJECT, it is determined by the DISTRICT, in its sole discretion, that the Resource Benefit as set forth in the Project Plan may not be achieved, the DISTRICT may terminate this Agreement without any payment obligation. Such termination shall be effective

ten (10) days following the COOPERATOR'S receipt of written notice from the DISTRICT.

- 3.7 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The DISTRICT shall not reimburse the COOPERATOR for any purpose not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the COOPERATOR are not reimbursable by the DISTRICT and may not be included in the COOPERATOR'S share of funding contributions under this Agreement.
- 3.8 The DISTRICT has no obligation and shall not reimburse the COOPERATOR for any costs under this Agreement until the Notice to Proceed with construction has been issued to the COOPERATOR'S contractor.
- 3.9 Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the COOPERATOR'S matching funds, as represented in this invoice, are directly related to the performance under the Town of Redington Beach Stormwater Retrofits (W220) agreement between the Southwest Florida Water Management District and the Town of Redington Beach (Agreement No 21CF0003362), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$_____ of contingency funds expenditures. The COOPERATOR has been allocated a total of \$_____ in federal and state appropriations and/or grant monies for the PROJECT (not including DISTRICT funds) and \$_____ has been allocated to this invoice, reducing the DISTRICT'S and COOPERATOR'S share to \$_____ / \$_____ respectively."

- 3.10 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COOPERATOR will continue to perform the PROJECT work in accordance with the Project Plan. The COOPERATOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the DISTRICT'S Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The COOPERATOR'S continuation of the PROJECT work as required under this Subparagraph shall not constitute a waiver of any legal remedy available to the COOPERATOR concerning the dispute.

4. COMPLETION DATES.

The COOPERATOR shall commence and complete the PROJECT and meet the task deadlines in accordance with the Project Schedule set forth in the Project Plan, including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the COOPERATOR, the COOPERATOR'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the COOPERATOR is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the COOPERATOR'S obligations provided for in this Paragraph shall be the COOPERATOR'S sole remedy for the delays set forth herein.

5. REPAYMENT.

- 5.1 The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to achieve the Measurable Benefit; b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph; or d) a Paragraph or Paragraphs of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, including the duration of the operation and maintenance obligations set forth in this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.
- 5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to achieve the Measurable Benefit set forth in the Project Plan, the COOPERATOR may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.
- 5.3 In the event the COOPERATOR is obligated to repay the DISTRICT under any Paragraph of this Agreement, the COOPERATOR shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.
- 5.4 The COOPERATOR shall pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of the COOPERATOR'S failure to repay the DISTRICT as required by this Agreement.

5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. OPERATION AND MAINTENANCE. After construction is completed, the COOPERATOR shall operate, use and maintain the PROJECT for a minimum of twenty (20) years, in such a manner that the Measurable Benefit required under this Agreement is maintained. In the event the PROJECT is not operated, used and maintained in accordance with these requirements, the COOPERATOR shall repay the DISTRICT an amount of five percent (5%) of total DISTRICT monies contributed to the PROJECT, for each year or a fraction thereof for the early termination of the PROJECT. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

6.1 Within thirty (30) days after construction is completed, the COOPERATOR shall provide the DISTRICT with construction record drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer, certifying that the Measurable Benefit has been achieved. The COOPERATOR shall provide the DISTRICT with an operation and maintenance plan that ensures the Measurable Benefit will be maintained. Every two (2) years following the completion of the PROJECT, the COOPERATOR shall generate a report describing the operations and maintenance activities that took place during the reporting period that certifies that the Measurable Benefit set forth in the Project Plan has been maintained. The COOPERATOR'S obligation to generate reports shall continue until the expiration of the 20-year operation and maintenance period.

6.2 The DISTRICT retains the right to audit any certification and the COOPERATOR shall provide documentation as requested by the DISTRICT to support its certification that the specified Measurable Benefit has been maintained.

6.3 This Operation and Maintenance Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

7. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2020, contingent upon DISTRICT budget approval, and shall remain in effect through September 30, 2023, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COOPERATOR, whichever occurs first, unless amended in writing by the parties. The COOPERATOR shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

8. PROJECT RECORDS AND DOCUMENTS.

Upon request by the DISTRICT, the COOPERATOR shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the COOPERATOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions

arising from it are resolved. Each party shall maintain all such records and documents for at least five (5) years following completion of the PROJECT. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to PROJECT documents and materials made or received by either party. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.

9. REPORTS.

- 9.1 The COOPERATOR shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the Project Schedule and any developments affecting the PROJECT. The COOPERATOR shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT'S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.
- 9.2 Upon request by the DISTRICT, the COOPERATOR shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. This Subparagraph shall survive the expiration or termination of this Agreement.
- 9.3 The COOPERATOR must ensure that the design of the PROJECT maximizes the resource benefits to the greatest extent practicable. The COOPERATOR shall provide the DISTRICT with the 30%, 60%, 90% and final design drawings, including supporting documentation and Resource Benefit calculations and methodology, for review by the DISTRICT, in order for the DISTRICT to verify that the design meets the requirements of the PROJECT as set forth in the Project Plan. A professional engineer shall, at a minimum, sign and seal the final design drawings, including Resource Benefit calculations and methodology. The DISTRICT shall provide a written response to the COOPERATOR within fourteen (14) days of receipt of the design drawings and supporting documentation either verifying the design drawings appear to meet the requirements of this Agreement or stating its insufficiencies. The COOPERATOR shall not advertise the construction bid documents until the DISTRICT provides the required verification. The DISTRICT'S verification shall not constitute an approval of the design, or a representation or warranty that the DISTRICT has verified the architectural, engineering, mechanical, electrical, or other components of the construction bid documents or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations or law. The COOPERATOR shall require the design professional to warrant that the construction bid documents are adequate for bidding and construction of the PROJECT.

- 9.4 The COOPERATOR shall provide the data, reports and documents referenced in this Paragraph at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

- 10.1 To the extent permitted by Florida law, the COOPERATOR assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the PROJECT; provided, however, that the COOPERATOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DISTRICT'S officers, employees, contractors and agents. The acceptance of the DISTRICT'S funding by the COOPERATOR does not in any way constitute an agency relationship between the DISTRICT and the COOPERATOR.
- 10.2 The COOPERATOR agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the COOPERATOR'S officers, employees, contractors and agents related to its performance under this Agreement.
- 10.3 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall not be construed as a waiver of the COOPERATOR'S sovereign immunity or an extension of the COOPERATOR'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Risk, Liability, and Indemnity Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the COOPERATOR for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the COOPERATOR to be sued by third parties in any manner arising out of this Agreement.
- 10.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.
- 10.5 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

11. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the

defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

12. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

13. DISTRICT RECOGNITION.

The COOPERATOR shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to the DISTRICT'S approval. If construction is involved, the COOPERATOR shall provide signage at the PROJECT site that recognizes the DISTRICT'S funding for the PROJECT. All signage must receive the DISTRICT'S written approval as to form, content and location, and must be in accordance with local sign ordinances.

14. PERMITS AND REAL PROPERTY RIGHTS.

The COOPERATOR shall obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any construction involved in the PROJECT. The DISTRICT shall have no obligation to reimburse the COOPERATOR for any costs under this Agreement until the COOPERATOR has obtained all permits, approvals, and property rights necessary to accomplish the objectives of the PROJECT. In the event a permit, approval or property right is obtained but is subsequently subject to a legal challenge that results in an unreasonable delay or cancellation of the PROJECT as determined by the DISTRICT in its sole discretion, the COOPERATOR shall repay the DISTRICT all monies contributed to the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

15. LAW COMPLIANCE.

The COOPERATOR shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement.

16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING.

The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COOPERATOR to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

16.1 If requested, the DISTRICT shall assist the COOPERATOR by sharing information to help the COOPERATOR in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

17. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this Paragraph is void. This Paragraph shall survive the expiration or termination of this Agreement.

18. CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COOPERATOR.

19. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

20. LOBBYING PROHIBITION.

Pursuant to Section 216.347, F.S., the COOPERATOR is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

21. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36

months following the date of being placed on the convicted vendor list. The COOPERATOR agrees to include this Paragraph in all contracts issued as a result of this Agreement.

22. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria. By signing this Agreement, the COOPERATOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The COOPERATOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the COOPERATOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

23. COMPENSATORY TREATMENT MITIGATION

The PROJECT shall not be used by the COOPERATOR or any other entity as compensatory water quality treatment or wetland mitigation, or any other required mitigation due to impacts for any projects. The PROJECT shall not be used for WUP withdrawal credits. In the event the PROJECT is used for compensatory water quality treatment or mitigation or WUP withdrawal credits in violation of this Paragraph, the COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement. The PROJECT can be used for self-mitigation due to impacts specifically associated with the construction of the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

24. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

25. SEVERABILITY.

If any Paragraph or Paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining Paragraphs shall not in any way be affected or impaired thereby. Notwithstanding the above, if a Paragraph or Paragraphs of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in

accordance with Subparagraph 1 of the Repayment Paragraph. This Paragraph shall survive the expiration or termination of this Agreement.

26. COUNTERPARTS.

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and will have the same force and effect as a written signature.

27. ENTIRE AGREEMENT.

This Agreement and the attached exhibit(s) listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

28. DOCUMENTS.

The following document(s) is/are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A."

Exhibit "A" Project Plan

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Jennette M. Seachrist, P.E. Date
Director, Resource Management Division

TOWN OF REDINGTON BEACH

By: _____
Name: _____ Date
Title: _____
Authorized Signatory

COOPERATIVE FUNDING AGREEMENT (3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
TOWN OF REDINGTON BEACH
FOR
TOWN OF REDINGTON BEACH STORMWATER RETROFITS (W220)

EXHIBIT "A"
PROJECT PLAN

PROJECT DESCRIPTION

The PROJECT is a cooperative funding project located within the Town of Redington Beach in Pinellas County. The PROJECT is consistent with the Surface Water Improvement and Management (SWIM) Plans for Tampa Bay, a SWIM priority water body, which outlines goals to restore habitat and reduce pollutant loads entering Tampa Bay.

The PROJECT includes design, permitting and construction of stormwater retrofits, to reduce pollutant loads to Boca Ciega Bay, which flow into Tampa Bay. The drainage area includes approximately 5.15 acres of residential single-family homes. Best Management Practices (BMPs) will be implemented along Redington Drive. The general location of the PROJECT is shown on the attached map (Figure 1).

RESOURCE BENEFIT

Removal of an estimated 67 lbs/yr Total Nitrogen (TN) and 11 lbs/yr Total Phosphorus (TP) flowing into Boca Ciega Bay.

MEASURABLE BENEFIT

The design, permitting and construction of Low Impact Development (LID) BMPs to treat approximately 5.15 acres of highly urbanized stormwater runoff. Construction will be done in accordance with the permitted plans.

PROJECT TASKS

All contractors and consultants shall be procured in accordance with the procurement laws applicable to the COOPERATOR. Key tasks to be performed by the COOPERATOR:

1. DESIGN – The COOPERATOR shall provide the necessary services such as survey, geotechnical services, environmental services, and engineering services to develop design drawings and technical specifications for construction. At each design stage submittal, the COOPERATOR shall provide Resource Benefit calculations and methodology.
2. PERMITTING – The COOPERATOR shall prepare and submit all necessary permit applications and obtain necessary approvals.
3. BIDDING AND CONTRACT AWARD – The COOPERATOR shall procure a contractor to implement the PROJECT based on the final design drawings and approved permits in accordance with the procurement laws applicable to the COOPERATOR. Prior to bid advertisement, the COOPERATOR shall identify those bid items for which reimbursement will be requested from the DISTRICT.
4. CONSTRUCTION – The COOPERATOR shall construct the PROJECT in conformance with the final design drawings, specifications and approved permits.

5. **CONSTRUCTION ENGINEERING AND INSPECTION (CEI)** – The COOPERATOR shall review all shop drawings, complete engineering inspections and monitor all phases of construction by means of survey, observations, and materials testing to give reasonable assurance that the construction work conforms to the permitted drawings and design specifications. The COOPERATOR shall provide the DISTRICT with inspection documents and photographs, if requested.
6. **RECORD DRAWINGS AND CERTIFICATE OF SUBSTANTIAL COMPLETION** – The COOPERATOR shall obtain and provide to the DISTRICT the Record Drawings signed and sealed by a professional engineer, and a Certificate of Substantial Completion, signed by the COOPERATOR, and professional engineer. The COOPERATOR shall provide the Resource Benefit calculations and methodology, signed and sealed by a professional engineer, following completion of construction.
7. **OPERATION AND MAINTENANCE** - The COOPERATOR shall provide for the operation and maintenance of the completed PROJECT to provide pollutant removal and ensure the PROJECT functions in accordance with the final design drawings, and conforms to all the conditions specified in the environmental permits issued for the PROJECT. The COOPERATOR shall be identified as the entity responsible for all operation and maintenance requirements in all permits issued for the PROJECT. The COOPERATOR shall prepare an Operation and Maintenance Plan detailing the inspection and maintenance activities to ensure optimum performance of the PROJECT improvements.

DELIVERABLES

- Quarterly status reports
- Minutes of kick-off, pre-application and progress meetings
- Design drawings at 30%, 60%, 90% and final design levels; include electronic and CAD
- Estimate of proposed construction cost at 30% design
- Engineer's opinion of probable cost at 60%, 90% and final design
- Technical Specifications at 60%, 90% and final design
- Copy of all required federal, state and local environmental permit approvals and permitted drawings
- Construction bid packages, with reimbursable items identified, prior to posting (for cost reimbursement review)
- Copy of contract with consultant and contractor, prior to execution (for cost reimbursement review)
- Copy of executed contract with consultant and contractor
- Copy of Notice to Proceed to contractor
- Copy of construction permits
- Dated color (digital) photographs of the construction site prior to, during, and immediately following completion of construction
- Construction inspection reports
- Construction Record Drawings
- Certificate of Substantial Completion
- Resource Benefit calculations and methodology
- One (1) set, electronic and hardcopy, of any final reports and data files
- Operation and Maintenance Plan

- Upon DISTRICT request, biennial Operation and Maintenance Report

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Design	10/01/2020	1/29/2021
Permitting	10/01/2020	02/26/2021
Bidding and Contract Award	01/01/2021	04/30/2021
Construction and Construction Engineering & Inspection (CEI)	07/15/2021	10/29/2021
Record Drawings & Certificate of Substantial Completion	11/01/2021	06/30/2022

Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Design	\$8,625	\$8,625	\$17,250
Permitting	\$1,500	\$1,500	\$3,000
Construction	\$60,000	\$60,000	\$120,000
Construction Engineering & Inspection (CEI)	\$3,750	\$3,750	\$7,500
Record Drawings & Certificate of Substantial Completion	\$1,125	\$1,125	\$2,250
TOTAL	\$75,000	\$75,000	\$150,000

Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. The COOPERATOR must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the consultant or contractor agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.

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FIGURE 1

Town of Redington Beach Project Area

