

**AMENDED AGENDA
TOWN OF BELLEAIR
TUESDAY, OCTOBER 7, 2014
5:30 P.M.**

Welcome. We are glad to have you join us. If you wish to speak, please wait to be recognized, then step to the podium and state your name and address. We also ask that you please turn-off all cell phones.

PLEDGE OF ALLEGIANCE

COMMISSION ROLL CALL

SPECIAL MEETING

Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings, and, for such purposes, they 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 to be based.

1. Swearing in of Police Chief and Lieutenant
2. Approval of contract for Building Department services

Documents: [BUILDING DEPT. OPTIONS SUMMARY.PDF](#), [BELLEAIR MUNICIPAL SUPPORT AGREEMENT DRAFT 03-05-14.PDF](#)

3. Approval of Post Design Services for Bayview Drive

Documents: [BAYVIEW RSH.DOCX](#), [BAYVIEW DRIVE 4 - POSTDESIGNSERVICES 2014-08-12 \(2\).PDF](#)

4. Purchase of equipment for Hunter Memorial Park

Documents: [AGENDA SUMMARY HUNTER PARK EQUIPMENT.PDF](#), [VICTOR STANLEY.PDF](#)

5. Town Hall Renovations

Documents: [TOWN HALL RENOVATIONS.PDF](#), [A-1.1.3.PDF](#), [SEC. 2.01. COMPOSITION ELIGIBILITY ELECTION AND TERMS.PDF](#), [PURCHASING POLICY.PDF](#)

WORK SESSION

CITIZEN'S COMMENTS

(Discussion of items not on the agenda. Each speaker will be allowed 3 minutes to speak.)

TOWN MANAGER'S REPORT

TOWN ATTORNEY'S REPORT

MAYOR AND COMMISSIONERS' REPORT/BOARD AND COMMITTEE REPORTS

POLICE CHIEF'S REPORT

FIRE CHIEF'S REPORT

DISCUSSION ITEMS

OTHER BUSINESS

ADJOURNMENT

PROPOSED AGENDA

**PROPOSED AGENDA
TOWN OF BELLEAIR
TUESDAY, OCTOBER 21, 2014
6:30 P.M.**

SCHEDULED PUBLIC HEARINGS

Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings, and, for such purposes, they 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 to be based.

1. Request for variance - 1707 Meredith Lane - Mark & Laura Oursler
2. Request for variance - 402 Oleander Rd. - Shon & Renee Flaharty

CITIZEN'S COMMENTS

(Discussion of items not on the agenda. Each speaker will be allowed 3 minutes to speak.)

CONSENT AGENDA

1. Approval of Minutes

GENERAL AGENDA

1. Approval of Annual General Permit with Pinellas County
2. Discussion of Dimmitt Community Center Parking and Safety Enhancements
3. Resolution No. 2014-28 - Confirming appointment of members to the Police Pension Board of Trustees
4. Resolution No. 2014-31 - Appointing Auditor for Fiscal Year 2014-2015
5. Resolution No. 2014-32 - Amending Budget For FY 2013-201414

OTHER BUSINESS

ADJOURNMENT

ANY PERSON WITH A DISABILITY REQUIRING REASONABLE ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING, SHOULD CALL (727) 588-3769.

Summary

To: Town Commission
From: Stefan Massol
Subject: Approval of contract for Building Department services
Memo Date: 9/24/2014

Summary: Staff will present its recommendation for Building Department services.

Background/Problem Discussion: The weekly workload is presently at a level that staff believes can be completed with 24 hours per week of service (~42 inspections per week and moderate plan review). The town has the option to contract with a third party for building official, inspections and plan review services. Although there would be reduced hours for inspections, residents and contractors would now be able to reach the building official by phone during business hours Monday thru Friday at no additional cost to the town. The weekly schedule can be adjusted as work volume changes.

Financial Overview: In response to its RFP, the town received two proposals: 1) Florida Municipal Services Inc. (FMSI) with an estimated annual cost of \$88,760 and 2) Universal Engineering Inc. with an estimated annual cost of \$115,810. Because of their experience and lower cost, staff believes that FMSI would be the better option. The cost listed in the table below for FMSI is \$96,215, which includes contingency of an additional 104 hours of regular time should volume increase unexpectedly.

Another option would be hiring another permanent, full-time employee for the position of building official. Staff has estimated that the salary and benefits impact of the position would be \$124,467 per year.

A final option would be continuing to contract with Pinellas County. For more than one year Pinellas County has been an effective solution and accommodating to the needs of the town, however staff believes that the cost is too high given the alternatives.

Cost of Alternatives by Workload			
	Workload (in days per week)		
	3 days	4 days	5 days
FMSI w/ contingency	\$ 96,215	\$ 125,860	\$ 155,505
Universal Eng.	\$ 115,815	\$ 139,216	\$ 174,020
Pinellas County	\$ 125,794	\$ 167,726	\$ 209,657
In-House	\$ 124,467	\$ 124,467	\$ 124,467

Recommendation: Staff recommends that the town contract with Florida Municipal Services Inc.

Proposed Motion: Contract with FMSI for Building Department services.

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _____ day of 2014, by and between **THE TOWN OF BELLEAIR FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "TOWN" and **FLORIDA MUNICIPAL SERVICES, INC.**, a Florida corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH

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

WHEREAS, CONTRACTOR is in the business of providing certified professionals to perform Building Code Administration, Plans Examination and Code Compliance Inspections on an as-needed basis for the TOWN and elsewhere in the State of Florida; and

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

1. **Recitals.** The foregoing recitals are true and correct and constitute a material inducement to the parties to enter into this Agreement.
2. **Specific Provisions.** The parties hereby agree to the following specific provisions:
 - a. **Description of Work.** The CONTRACTOR shall be responsible for providing the services described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Unless specifically excluded, the CONTRACTOR shall provide all permits, labor, materials, equipment and supervision necessary for the completion of the work described herein. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" shall be resolved in favor of the body of this Agreement.
 - b. **Payment.** In consideration of the performance of this Agreement, the TOWN agrees to pay CONTRACTOR for its performance of its various services hereunder at the hourly rate described in Exhibit "A," which is attached hereto and incorporated herein by reference (CONTRACTOR shall invoice TOWN for services performed which invoices shall provide explanation of work performed and hours of service).
 - c. **Commencement and Completion.** The CONTRACTOR will be required to commence work under this Agreement _____, 2014, and to continue to provide services for the duration of this Agreement. This Agreement shall be for a term of two years (2) from the date hereof. TOWN shall have the option to renew this Agreement for two (2) additional one-year periods per the terms delineated in Exhibit A with all other terms and conditions to remain in effect.
 - d. **Termination.**
 - i. **Termination at Will:** This Agreement may be terminated by the TOWN or CONTRACTOR at any time without cause by giving written notice not less than 30 days by the TOWN and 60 days by the CONTRACTOR, prior to the date of termination; provided that this provision shall not relieve either party from its obligations under this Agreement through the date of the actual termination. The TOWN shall pay CONTRACTOR through the date of termination. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

e. **Project Management.** The Project Manager for the CONTRACTOR shall be: Walter F. Brown, FLORIDA MUNICIPAL SERVICES, INC., Building Official, (or his successor). The Project Manager for the TOWN shall be JP Murphy, Assistant Town Manager (or his successor). CONTRACTOR and TOWN will notify the other in advance of any change to their designated Project Manager.

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

i. TOWN: The Town of Belleair
 Attn: JP Murphy
 Title: Asst. Town Manager
 901 Ponce de Leon Boulevard
 Belleair, FL 33756-1096

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

g. **Insurance.**

i. The CONTRACTOR agrees to maintain such insurance as will fully protect both the CONTRACTOR and the TOWN from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by the CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

ii. The insurance required by the terms of this Agreement shall in no event be less than:

(a) WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident.

(b) COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM REQUIRED:

CONTRACTOR shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$2,000,000. Products and completed operations aggregate shall be \$2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury.

(c) COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

CONTRACTOR shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

iii. EVIDENCE OF INSURANCE:

The CONTRACTOR shall furnish the TOWN with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The TOWN is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior

to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the TOWN before the commencement of any work activities.

3. **General Provisions.** THAT the parties hereby agree to the following general provisions:
- a. **Representations of the Contractor.** The CONTRACTOR represents that is has sufficient manpower and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which the CONTRACTOR operates, and that all technical personnel have State of Florida certification within their discipline(s).
 - b. **Representations of the TOWN.** The TOWN represents that it is duly organized and existing as a Municipal Corporation political subdivision of the State of Florida. Further, the TOWN has the full power and authority to enter into the transactions contemplated by this Agreement and has the ownership and/or control over the property which is the subject of this Agreement or which shall be serviced thereby.
 - c. **Personal nature of Agreement.** The CONTRACTOR hereby warrants that it has the necessary technical expertise and training to perform its duties as outlined in this Agreement. The parties acknowledge that the TOWN places great reliance and emphasis upon the knowledge, expertise and personal abilities of the CONTRACTOR. Accordingly, this Agreement is personal and the CONTRACTOR shall not assign or delegate any rights or duties hereunder without the specific written consent of the TOWN. In the event the CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, the CONTRACTOR shall obtain the written approval of the TOWN Project Manager prior to engaging such subcontractor or professional associate.
 - d. **Independent contractor.**
 - i. It is specifically agreed that the CONTRACTOR is deemed to be an independent contractor and not a servant, employee, joint adventurer or partner of the TOWN for the purposes set forth in this subsection and it is further agreed that no agent, employee, or servant of the CONTRACTOR shall be deemed to be the agent, employee, or servant of the TOWN. Accordingly, none of the benefits, if any, provided by the TOWN to its employees, including but not limited to compensation insurance and unemployment insurance are available from the TOWN to the employees, agents or servants of the CONTRACTOR. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this Agreement; the CONTRACTOR shall not be deemed to be an agent of the TOWN pursuant to Florida Statute 468.619(5). Although the CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the TOWN and shall be subject to the TOWN's general right of inspection to secure the satisfactory completion thereof. The CONTRACTOR agrees to comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to the CONTRACTOR, the CONTRACTOR's business, equipment or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The TOWN will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of the CONTRACTOR.
 - ii. The CONTRACTOR agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.
 - e. **Acceptance of work product, payment and warranty.** Upon receipt of a periodic work product, together with an invoice sufficiently itemized to permit audit, the TOWN will diligently review same. Payment, found to be due the CONTRACTOR, will be paid to the CONTRACTOR within thirty (30) days after the date of receipt of the invoice. The CONTRACTOR warrants that the data utilized by the CONTRACTOR (other than as provided by the TOWN) is from a source, and collected using methodologies, which are generally

recognized in the CONTRACTOR's industry or profession to be a reliable basis and foundation for the CONTRACTOR's work product. The CONTRACTOR shall notify the TOWN in writing should it appear, in the CONTRACTOR's professional judgment that the data or information provided by the TOWN for use in the CONTRACTOR's work product is incomplete, defective or unreliable. The CONTRACTOR guarantees to amend, revise or correct to the satisfaction of the TOWN any error appearing in the work as a result of the CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment by the TOWN shall relieve the CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

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

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

- a. **Discrimination.** That the CONTRACTOR shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. The CONTRACTOR shall take all measures necessary to effectuate these assurances.
- b. **Severability.** That, should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- c. **Entire Agreement.** That this Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, authorized and signed by the authorized TOWN representatives.
- d. **Construction.** Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, and/or the negotiation of specific language and therefore the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- e. **Attorney's Fees.** In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation both at the trial and appellate level.
- f. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials shall not be construed to operate as a waiver of any of the TOWN's rights under this Agreement, or of any cause of action the TOWN

may have arising out of the performance of this Agreement.

- g. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision shall not apply if the "Scope of Work" of this Agreement specifies that performance by the CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- h. **Headings.** All headings are for clarification only and are not to be used in any judicial construction of this Agreement or any paragraph.
- i. **Binding Nature of Agreement.** This Agreement shall be binding upon the successors and assigns of the parties hereto.
- j. **Law; Venue.** This Agreement is being executed in the **Town of Belleair**, Florida and shall be governed in accordance with the laws of the State of Florida. Marion County, Florida shall be the venue of any action thereon.
- k. **Indemnification.** The CONTRACTOR agrees to indemnify and hold harmless the TOWN from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorney's fees and costs, but only to the extent caused by, arising out of, or relating to the work of CONTRACTOR.

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

**THE TOWN OF BELLEAIR
TOWN COMMISSION**

By: _____
MAYOR

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

By: _____
TOWN ATTORNEY

FLORIDA MUNICIPAL SERVICES, INC.

By: _____
PRESIDENT

ATTEST:

SEAL
Clerk
TOWN COMMISSION

WITNESS

EXHIBIT A

SCOPE OF SERVICES

Provide in accordance with the requirements set forth in Chapter §468 Florida Statutes certified Building Official, Plans Examiner(s), Inspector(s), and Floodplain Manager, to perform mandatory building code administration, plan reviews, and inspections associated with any of the general building, structural, mechanical, electrical and plumbing building components on behalf of the Town of Belleair as their agent so as to reasonably assure compliance with the Florida Building code, FEMA regulations, local administrative and technical amendments, in accordance with the following:

- 1) CONTRACTOR will provide the above services on an hourly basis at a rate of \$70.00 (Seventy Dollars) per hour during a mutually agreed upon weekly schedule, excluding travel time.
- 2) For days during the normal 5-day work week which are in addition to the mutually agreed upon weekly schedule, CONTRACTOR shall be paid \$70.00 (Seventy Dollars) per hour for actual hours worked, plus actual travel time, not to exceed 1.5 hours unless otherwise agreed upon.
- 3) Inspections, plan review and building official services required on weekends, holidays, and after hours will be billed at time and a half \$105.00 (One hundred five Dollars), per hour, plus travel time, not to exceed 1.5 hours.

CONTRACTOR will clearly indicate on all invoices the date and hours of any travel time billed to the TOWN.

CONTRACTOR may provide other services as required, which may include: review and investigation of violations of building codes, and assessment of damage after a natural disaster. The rate of compensation for those other services will be billed at an hourly rate of \$70 (Seventy Dollars) per hour.

Personnel will be provided as needed and during mutually agreed upon times to maintain office hours for the TOWN's Building Department. Additionally, CONTRACTOR's personnel will be available to the TOWN via cell phone during all normal business hours, at a minimum from 8 a.m. to 5 p.m., Monday through Friday.

Specifically included in CONTRACTOR's stipulated fees will be all wages, payroll burden, employee benefits, vehicles, fuel, and worker's compensation, liability and automobile insurance associated with the required technical personnel.

Specifically excluded and to be provided by the TOWN will be a permit technician, all office facilities and consumables, utilities, badges/ID's and office telephone, and copier/fax.

Summary

To: Town Commission
From Micah Maxwell, Town Manager
Subject: Post Design Services for Bayview Drive Project
Date: 09/11/2014

Summary: Staff would like to engage RS&H to perform post design services for the Bayview Project.

Previous Board Action: None

Background/Problem Discussion: Typically when the town engages an engineer for design services, that design includes post-design services for the designed project. This includes bid support (questions, analysis, recommendations, etc.), as well as construction support services (engineering level inspections, as built drawings, meeting attendance for contractor/engineer communication, etc.). Because Bayview drive was split into two projects, the original post design services with TBE was used in the Manatee project. When the town split the project off, it engaged RS&H to handle the plan modifications, however that initial scope did not include anything for post design. This is the proposal for those services. |

Alternative/Options:

1. Approve proposal
2. Do nothing

Financial Implications: \$30,007, Item is budgeted.

Recommendation: Staff recommends approval of the proposal.



1715 North Westshore Boulevard
Suite 500
Tampa, Florida 33607

☎ 813-289-5550
☎ 813-289-0263
rsandh.com

August 12, 2014

Mr. Micah Maxwell, PE
Town of Belleair
901 Ponce de Leon Blvd.
Belleair, FL 33756

Subject: Bayview Drive Street and Drainage Improvements Proposal for
Professional Engineering Services 4 – Post Design Services

Mr. Maxwell:

The Town of Belleair (TOWN) has retained RS&H, Inc. (ENGINEER), to provide professional engineering services for the referenced project. This proposal is provided as a result of additional design, permitting and consulting effort for the referenced project that was not anticipated in our original scope and fee proposal. As a result from our Scoping Meeting on May 23rd, the ENGINEER has prepared a supplemental scope and fee proposal for Professional Services for the referenced project. The Services have been broken into two parts – Bidding Support Services and Construction Support Services.

Task 4 Post Design Services – The Post Design Services are broken into two phases: Bidding Support Services and Construction Support Services.

A. Bidding Support Services – The ENGINEER will provide Bidding Phase Services that shall include the following tasks:

- Pre-bid Meeting – The ENGINEER will attend and participate at a pre-bid meeting.
- Bidder RFI's – The ENGINEER will provide written responses to bidder's technical questions (RFI's) and prepare project design addenda or revisions to the construction package as necessary for the TOWN's distribution.
- Bid Recommendation – The ENGINEER will review all construction bids received and assist TOWN in identifying a qualified bidder, as well as provide a formal recommendation to the TOWN.

B. Construction Support Services - THE ENGINEER will provide Construction Phase Services that shall include the following tasks:

- Pre-Construction Meeting – The ENGINEER will attend and participate in Pre-Construction meeting.
- Shop Drawing Reviews – The ENGINEER will review shop drawing submittals by Contractor for technical and functional compliance requirements as described in the approved bid documents to include manufacturer’s data sheets, bulletins, technical guidelines, manuals, etc. for all materials and equipment proposed to be installed in the project. These items must be evaluated and accepted as correct and appropriate per the bid documents or as an “equal or better than” substitution.
- Contractor RFI’s – The ENGINEER will review Contractor’s Requests for Information (RFI’s) for adherence to all technical and functional compliance requirements as described in the approved bid documents. Coordinate any modifications with the TOWN for concurrence prior to approval of RFI.
- Site Visits – The ENGINEER will conduct two site visits to observe construction activities during construction to ensure ability of ENGINEER to provide Record Drawings and appropriate certifications to TOWN and other pertinent Agencies.
- Construction Meetings – The ENGINEER will attend Bi-weekly Construction Meetings (Assume 12 meetings).
- Substantial Completion Inspection Review – The ENGINEER will perform one preliminary punch-list inspection at Substantial Completion.
- Final Completion Inspection Review – The ENGINEER will perform one final inspection at the Completion of Construction.
- As-Built Drawing Review – The ENGINEER will review the As-Built drawings in the field for adherence to all technical and functional compliance requirements as described in the bid documents. Contractor shall incorporate all approved field revisions made during the course of construction.
- SWFWMD Certification – The ENGINEER will provide SWFWMD certification based upon As-Built plans provided by Contractor and/or CEI team.

The fee proposal spreadsheets are attached for the additional services for this project. Please contact me should you have any questions.

Sincerely,
RS&H, Inc.

A handwritten signature in blue ink that reads "Bret W. Bennett". The signature is stylized, with the first letters of each word being prominent.

Bret W. Bennett, PE
Project Manager
FL Lic. No. 53977

cc: Keith Bodeker
Michael S. Dixon, PE
Robert Garrigues, PE

Master Summary - Estimate of Work Effort & Fee Proposal

Consultant: RS&H, Inc.

Date Prepared: May 27, 2014

Job Description: **Bayview Drive Proposal for Professional Engineering Services 4 – Bidding Support and Construction Support**

	Project Officer	Project Manager	Senior Engineer	Design Engineer	Eng Tech	Environl Scientist	Clerical	Total Man Hours by Activity	Burdened Salary Cost by Activity	Comments
Work Element / Activity	\$194	\$189	\$166	\$126	\$95	\$88	\$66			
Post Design Services								190	\$30,007	
H. Bidding Support Services	1	9	6	5		4		25	\$3,873	
Pre-Bid Meeting		3	3			2				
Response to bidder RFI's		3	3	3		2				
Review construction bids	1	3		2						
I. Construction Support Services	2	48	58	54		2	1	165	\$26,134	
Pre-Construction Meeting		3	3							
Review Shop Drawings		4	4	4						
Review Contractor RFI's		8	8	8						
Site Visits (2 total)		4	4	4						
Bi-weekly Const Mtgs (12 total)		18	18	18						
Preliminary Punchlist Inspection		4	4	4						
Final Inspection		3	3							
Contractor As-Built Review		2	8	8						
Record Drawings / Certifications	2	2	6	8		2	1			
Totals	3	57	64	59		6	1	190	\$30,007	190
Classification Totals								\$30,007		Check
	\$582	\$10,773	\$10,624	\$7,434		\$528	\$66			
Sub-Consultants										
Sub-Consultants TOTAL										
\$30,007										

Summary

To: Town Commission

From: Stefan Massol

Subject: Purchase of equipment for Hunter Memorial Park

Memo Date: 9/30/2014

Summary: The Parks and Recreation Department has identified benches and waste receptacles that would be appropriate for Hunter Memorial Park.

Background/Problem Discussion: In consulting with the Belleair Community Foundation the Parks and Recreation Department selected Site Horizons/Victor Stanley as the vendor for park benches and waste receptacles.

Financial Impact: The Volusia County School Board issued an Invitation to Bid in October 2012 which was awarded to Site Horizons/Victor Stanley. The awarded bid provides a 5% discount on Victor Stanley products. Staff believes a piggyback of the agreement would be a benefit to the town. The total cost of 16 benches and 4 waste receptacles is \$22,502.

Recommendation: Approval of purchase.

Proposed Motion: To approve purchase of benches and waste receptacles for Hunter Memorial Park.

SITE HORIZONS

MWBE Certified

13750 W. Colonial Drive, Suite 350-134, Winter Garden, FL 34787
Tel: 407-641-0241 Fax: 407-614-4313

QUOTE

Authorized Representative for Victor Stanley, Inc.

- FILE -

Victor Stanley
2814

RO# _____ Date 9/8/14
 PO# _____ Date _____
 Check# _____ Date _____

305-10-541600-54684-125

Quote Date: 9/5/14 Date _____

Sell To: _____ Date _____ Ship To: _____

Ricky Allison
Town of Belleair
901 Ponce de Leon Blvd
Belleair, FL 33756
727-242-1682
rallison@townofbelleair.net

QUOTE 1

APPROVED FOR PAYMENT

901 Ponce de Leon Blvd (S) 305-541600-54684
 Belleair, FL 33756 AMT _____ PO# _____

BY _____ DATE _____
DEPT HEAD

BY _____ DATE _____
FINANCE

DELIVERY CONTACT: Ricky Allison 727-242-1682

Qty	Model No	Description	Unit Cost	Discount	Total
16	RB-28	Steelsites RB Series All Steel 6' Bench, Black	\$1,096.00	5%	\$16,659.20
4	SD-42	Ironsites Series 36 Gallon Side Door Litter Receptacle, Latch, Standard Tapered Formed Lid, Black Plastic Liner, Black	\$1,096.00	5%	\$4,164.80

FREIGHT INCLUDES FREIGHT FOR QUOTE 2 FOR (2) RB-28 6' BENCHES AND (1) SD-42 RECEPTACLE

Price Includes: Cost of Materials, Standard Colors and Freight.	Sub-Total:	\$20,824.00
Price Excludes: Offloading, Installation, Assembly, Site Work, Subsurfacing, Sales Tax and Liftgate.	Tax:	Exempt
	Freight:	\$1,678.00
	Total:	<u>\$22,502.00</u>

Lead Time: 6-8 Weeks ARO
 Payment Terms: Net 30 with approved credit
 Sales Associate: Jennifer Carapezza @ 813-545-4807
jencarapezza@gmail.com

Ship Via: Best Way
 FOB: Factory
 This Quote is valid for 30 days

Approval and Acceptance of this quote may be executed by signing and faxing to 407-614-4313

Signature: [Signature] Title PAKES Super Date 9/6/14

Quote
Only
Send PO

se Orders must be made out to Victor Stanley, Inc - PO Drawer 330 - Dunkirk, MD 20754

Summary

To: Town Commission

From: Micah Maxwell

Date: 10/7/2014

Subject:

Town Hall Renovation

Summary:

Discussion of renovations in town hall due to building condition

Previous Commission Action:

None

Background/Problem Discussion:

Town Hall has had several air conditioning mechanical failures. Staff has been informed that the commission chambers air conditioning unit (25 ton unit from 1990) needs to be replaced. Instead of simply replacing the unit, staff is recommending reconfiguration the commission chambers and the installation of a downgraded air conditioning system. For professional architectural services costing over \$35,000 or projects requiring architectural services that cost over \$325,000, the town is required to go through a RFQ process to satisfy requirements of CCNA. The estimated costs of this project are below those thresholds, though the towns purchasing policy requires that staff make an architectural selection by bid. Staff feels that it is impractical and in conflict with the spirit of CCNA and would like the option to make the selection based on qualifications and cost via staff due diligence.

Expenditure Challenges

Total cost of renovation is unknown to date.

Financial Implications:

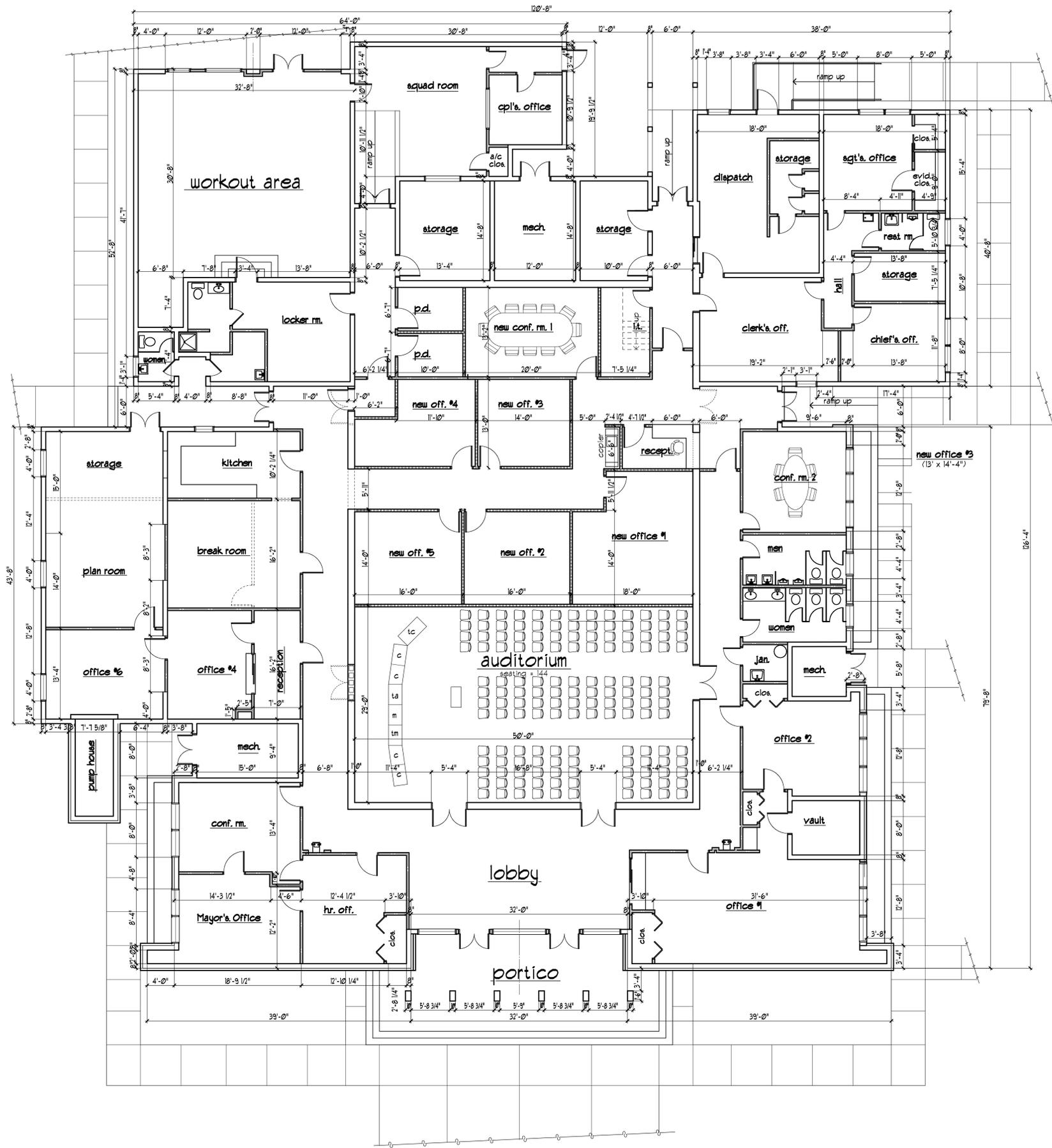
Architectural expenses have been estimated at \$16,500.

Recommendation:

Staff recommends that the town commission provide the town manager approval under the charter to forgo the bid process for architect selection with the understanding that if the architect's estimate is over the budgeted amount for the project, the town manager will bring this item back for discussion

Proposed Motion

I make a motion to waive the bid requirement for the architect selection for the town hall renovations.



FLOOR PLAN

SCALE: 1/8" = 1'-0"



STEPHEN R. FOLLER ARCHITECTS, INC. 204

FOWLER ASSOCIATES ARCHITECTS, INC.
 1401 COURT STREET, 5TH FLOOR, CLEARWATER, FL 33766 ■ (774) 820-2021 ■ F 774-415393
 STATE OF FLORIDA ARCHITECTURAL LICENSE NUMBER ■ AR-0002441
 CERTIFICATE OF CORPORATE AUTHORIZATION NUMBER ■ C000665

NO.	DATE	REVISION	BY

Floor Plan
Belleair Town Hall
 Interior Remodeling
 301 Force de Leon Blvd.
 Belleair, Florida 33756

PROJECT NO.	14-206
SHEET NO.	A-11

Sec. 2.07. - Prohibitions and limitations.

- (a) *Holding other office.* No member of the commission, during the terms for which he has been elected or appointed or for one year thereafter, shall be eligible for appointment to any office, position or employment in the town which carries compensation other than to an office within the commission, except as provided for under section 3.02
- (b) *Performance and removals.* The commission or any of its members, and board[s] and committees or members thereof appointed by the commission, shall not in any manner interfere with the performance of the duties or the removal of any employee of the town who is under the supervision of the manager.
- (c) *Interference with administration.* Except for the purpose of inquiries and investigations under section 2.06(c), the commission or its members shall deal only through the manager or acting manager with employees who are subject to the direction and supervision of the manager. Neither the commission nor its members shall give orders to any such employee either publicly or privately.

Nothing in the foregoing paragraph is to be construed to prohibit individual members of the commission from closely scrutinizing by questions and personal observations all aspects of town operations so as to obtain independent information to assist the members of the commission in the formulation of sound policy.

- (d) *[Receipt of bequests, etc.]* The commission may receive bequests or donations and may make donations only where such are in the furtherance of the public purposes of the town.
- (e) *Competitive purchasing procedure.* Except as herein otherwise provided, all contracts for over ten thousand dollars (\$10,000.00) shall be awarded to the lowest responsible bidder. The commission may waive any informalities in any bid, may reject any or all bids, and may award the bid to other than the low bidder, if in its judgment such shall be in the best interest of the town. It is recognized that some expenditures in excess of ten thousand dollars (\$10,000.00), including but not limited to contracts relating to insurance and pension plans, are best negotiated and are impractical to award on a bid basis, and for demonstrated good cause shown, may be made without bid.
- (f) *Department abolishment.* No department of the town shall be abolished except by the affirmative vote of at least four (4) of the commission members.

(Ord. No. 227, § 8, 10-28-80/12-2-80; Ord. No. 371, § 6, 1-21-97/3-11-97)

State law reference— Dual office holding, Fla. Const., art. II, § 5(a); code of ethics, F.S. § 112.311 et seq.

RESOLUTION NO. 2010-38

A RESOLUTION OF THE TOWN OF BELLEAIR, FLORIDA; ADOPTING A PURCHASE POLICY AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission is desirous of adopting a purchase policy and procedures in order to control expenditures of municipal funds; and

WHEREAS, all personnel are expected to exercise good judgment to insure the town receives the best price possible; and

WHEREAS, except as otherwise provided in state law, town charter or town code, purchases of commodities or services of a value of \$20,000 or less, may be made in the open market , with no simultaneous competitive negotiations, pursuant to the adopted policy and procedures and with approval of the town manager.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF BELLEAIR, FLORIDA that:

1. **\$999.99 or less.** For all purchases of \$999.99 or less the check request process will be used. In most cases informal quotations (phone) should be obtained to insure the town is obtaining the best price. A department head can authorize the spending of less than \$1000. In order to pay the invoice each department must submit a check request form to the finance department. The applicable supervisors and department head signatures must already be on the form. No check request shall be processed until a final signature of either the town manager or finance director has been obtained.
2. **Minimum number of quotations.** For open market purchases of \$1000 or less, quotations should be obtained when practical. Open market purchases in excess of \$1000 shall be based on at least three quotations and shall be awarded to the vendor making the lowest responsible quote. Sole source provider and emergency purchases should be noted on the purchase order request. In all cases personnel are expected to exercise good judgment to insure that the town receives the best possible price.
3. **Purchase for more than \$10,000 but less than \$20,000.** The Town of Belleair charter (section 2.07.e) requires that all contracts over \$10,000 shall be awarded to the lowest bidder. The commission may waive any informality in any bid, may reject any or all bids, and may award the bid to other than the low bidder, if in the commission's judgment it is in the best interest of the town.
4. **Purchase for more than \$20,000.** Any purchase for more than \$20,000 must comply with the formal bidding process and be approved by the town commission.
5. **Notice inviting quotations.** Quotations shall be solicited either by written request, which may include facsimile transmission, electronic mail or by telephone.

6. **Rejection of quotations.** The town manager as purchasing agent may:

a. Reject all quotations; or

b. Reject all quotations and re-obtain quotations pursuant to the procedures prescribed in this document.

7. **Award of contracts.** Except as otherwise provided in this division, each contract shall be awarded to the lowest responsible vendor.

8. **Purchase orders or contracts to be used.** Purchases less than \$1000 do not require a purchase order. All purchases of commodities and services for more than \$1000 shall be made only by purchase orders and require quotations. No purchase order shall be issued unless the prior approval executed by the town manager or finance director has been obtained. The town manager or finance director shall sign the purchase order authorizing the expenditure of funds.

9. **Submittal of requests to purchase commodities or services.** Departments shall submit requests to purchase commodities or services to the finance department on purchase requisitions or by other means as may be prescribed by the finance department. The department director's signature or the signature of the department director's designated representative on the requisition indicates that the purchase has been coordinated and approved within that department or other departments as necessary. The department director's signature also indicates that quantities, item descriptions and specifications describe the minimum needs of that department and that the department is authorized to acquire the commodities or services. All purchases more than \$5000 require prior approval of either the town manager or his/her designee.

10. **Effective date.** This Resolution shall take effect immediately and shall continue in effect until amended, extended or repealed.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE
TOWN OF BELLEAIR, FLORIDA**

ATTEST:

Mayor

Town Clerk