



# REGULAR COUNCIL MEETING – May 5, 2014

## D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

### 1. Proclamation - National Small Business Week

Presentation of proclamation declaring May 12 - 14, 2014 as National Small Business Week and honoring new business in the City of Brooksville for 2013-2014.

Presentation: Mayor  
Attachment: Proclamation

### 2. Civility Month Proclamation

A proclamation declaring the month of May “Civility Month”, urging all citizens to exercise civility toward one another.

Presentation: Mayor  
Attachment: Proclamation

### 3. Insurance Service Organization (ISO) Fire Rescue Public Protection Classification Update

Update on the Fire Departments recent survey conducted by the ISO.

Presentation: Fire Chief  
Attachment: Memo from Fire Chief dated 04/28/14, Letter from ISO dated 03/31/14

## E. CITIZEN INPUT

## F. REGULAR AGENDA

### 1. Early Street Pavement Improvements

Discussion of Early Street Pavement Improvements.

Presentation: Director of Public Works  
Recommendation: Approval or Direction to Staff  
Attachments: Memo from Director of Public Works date 04/28/14, Minutes from City Council Meeting, February 9, 2014, Aerial of West Early Street, Consent Agenda Item, Piggyback City of Tampa Bid, April 21, 2014, Letter from Justin Draft, Hernando County Senior Forester, Florida Forestry Service

## G. CITIZEN INPUT

## H. ITEMS BY COUNCIL

# REGULAR COUNCIL MEETING – May 5, 2014

## I. ADJOURNMENT

### CORRESPONDENCE TO NOTE

*In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact the City Clerk's office 48 hours in advance of the meeting at (352) 540-3853. Meeting agendas and supporting documentation are available from the City Clerk's office and on line at [www.cityofbrooks ville.us](http://www.cityofbrooks ville.us).*

*Any person desiring to appeal any decision with respect to any matter considered at this meeting, may need a record of the proceedings including the testimony and evidence upon which the appeal is to be based, and therefore must make arrangements for a court reporter to ensure that a verbatim record of the proceedings is made.*



**A G E N D A I T E M**  
**M E M O R A N D U M**

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

**VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER**

**FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION  
DIRECTOR**

**SUBJECT: EARLY LEARNING COALITION OF PASCO HERNANDO  
JBCC FEE WAIVER REQUEST**

**DATE: APRIL 23, 2014**

**GENERAL SUMMARY/BACKGROUND:** The Early Learning Coalition of Pasco Hernando (Coalition) will be holding their second annual Preschool Palooza event at Jerome Brown Community Center on August 2, 2014. The event will benefit the families served by the Coalition. The Coalition is requesting that Council consider waving the fees in the amount of \$212.50.

The security deposit in the amount of \$200.00 and a certificate of insurance listing the city as an additional insured will still be required for the event.

*AR* **BUDGET IMPACT:** The budget impact would be a loss of Park rental income in the amount of \$212.50; this will impact the Fiscal Year 2014 budget. To date, Parks/Jerome Brown Community Center (JBCC) fees in the amount of \$1,550 have been waived in the Fiscal Year 2014.

In the City Council Special Events line item no. 001-010-511-59901, City Council had originally budgeted \$7,000 annually for Fiscal Year 2014 Special Events. City Council to date has approved Special Event waiver requests in the amount of \$22,793.47 (including prior approval of \$15,793.47 released from Reserve Contingencies) as reflected Fee Waiver Spreadsheet provided as Attachment 3. Should Council desire to approve this fee waiver request, monies would need to be released from General Fund - Reserve Contingencies (001-000-284-30010) in the amount of \$212.50 and applied to the City Council's Special Event line item (001-010-511-59901). The current balance for Reserve Contingencies is \$277,153.53. A budget amendment reflecting this release has been prepared and attached for consideration/approval.

*CA* **LEGAL REVIEW:** Pursuant to Ordinance No.764 and the Special Events Fee Waiver Policy No. 2012-03, the City Council has the authority to waive fees for rental or use of City facilities.

**STAFF RECOMMENDATION:** Staff seeks Council direction for the consideration to waive the fees in the amount of \$212.50 for the Coalition's event at JBCC on August 2, 2014. If Council approves the waiver, staff requests approval of the appropriate, attached Budget Amendment.

- ATTACHMENTS:**
1. Letter of Request
  2. Facility Use Agreement
  3. Special Events Fee Waiver Policy No. 2012-03
  4. Fee Waiver Spreadsheet
  5. Budget Amendment Form

# Attachment 1



## Board of Directors

April 21, 2014

**Monika Carpenter**  
Department of Children and Families

**Bonnie Clark, Ed.D.**  
Pasco Hernando Community College

**James Cook**  
GOVERNOR APPOINTED  
Private Sector

**Jean DeHanni**  
Pasco County Health Department

**Cathy Deffen**  
Exceptional Student Education-Hernando

**Gas Guadagnolo**  
Private Sector

**Steven N. Kanakis, Ph.D., P.A., Chair**  
GOVERNOR APPOINTED  
Private Sector

**Josh Kelly**  
Provider Representative-Hernando

**Steve Knobl, Ph.D.**  
Private Sector

**Joe Marcato**  
CareerSource Pasco Hernando

**Patrick McHugh**  
Private Sector

**David Mejjay, CFP®**  
Private Sector

**Elizabeth Narverud**  
GOVERNOR APPOINTED  
Private Sector

**Angela Porterfield**  
Pasco County School District

**Jean Rapp**  
Community Representative

**Yvoni L. Rand**  
Head Start Director-Hernando

**Diane Rowden**  
Hernando County Board of County  
Commissioners

**Toni Watkins**  
Faith Based Provider Representative-Pasco

**James J. Farrelly**  
Executive Director

Mr. Frankie Burnett, Vice Mayor  
Brooksville City Council  
201 Howell Avenue  
Brooksville, FL 34601-2041

Dear Mr. Burnett:

As you may be aware, the Early Learning Coalition of Pasco and Hernando Counties, Inc. will again be hosting our second annual *Preschool Palooza*, a back to school event at the Jerome Brown Community Center on Saturday, August 2, 2014.

Last year this event was attended by over 300 children and families. For this "Back to School" event, we hope to entertain and educate just as many, if not more, children and their parents, while being entertained by "Mr. Tommy!" Children will sing and dance as they enjoy their favorite songs brought to life by masterful storyteller and guitar player, "Mr. Tommy."

Mr. Burnett, as you well know, this still struggling economy continues to dramatically affect the families the Coalition serves. Therefore, it is with the utmost respect, that the Coalition requests your assistance in presenting to the City of Brooksville Parks and Recreation Department a proposal to obtain a waiver of the facility fees. The funds allocated for the use of the Jerome Brown facility could then be utilized to purchase additional books and other educational items for the attending children to further enhance the importance of early learning.

Your assistance in this matter would be greatly appreciated.

Sincerely,

James J. Farrelly  
Executive Director

cc: Bev Doucet, Quality Supervisor

# Attachment 2

# CITY OF BROOKSVILLE PARKS & RECREATION DEPARTMENT FACILITY USE AGREEMENT



Jerome Brown Community Center    ( ) Hall    ( ) Conference Room    ( ) Kitchen  
( ) Other Facility \_\_\_\_\_

Name of applicant (User): Early Learning Coalition of Pasco and Hernando

If an organization, name of representative: Bev Doucet

Not-for-Profit (attach copy of certificate)     Government Agency     City Co-Sponsored

Address: 15506 County Line RD    City: Spring Hill    State: FL    Zip: 34660

Contact person: Bev Doucet    Day Telephone 727-233-8291    Evening \_\_\_\_\_

Alternate contact person: Kim Barrejo    Day Telephone 727-233-8291    Evening \_\_\_\_\_

Description of event: Preschool concert

Anticipated attendance: \_\_\_\_\_

Attendees will be: Adult  Teen  Elem.  Preschool  If youth event, number of supervising adults: \_\_\_\_\_

Day(s) of event: M - T - W - Th - F - Sa - Su    Start date of event: August 2, 2014    Ending date: August 2, 2014

Time event begins: 3:00 AM / PM    Time event ends: 5:00 AM / PM

Set-up: Date August 2, 2014    From 1:00 AM / PM To 2:30 AM / PM

Will event be open to the general public? Yes  No  Admission/donation/fee\*\*:  No  Yes \$ \_\_\_\_\_

Food/merchandise sales\*:  No  Yes    Describe: Hot Dogs, Popcorn

Refreshments served:  No  Yes    Describe: Water

Number of paid security officers (if applicable): \_\_\_\_\_ Scheduled from \_\_\_\_\_ AM / PM To \_\_\_\_\_ AM / PM

### RATES & FEES

**User Fees:** The base user fee for the requested facility is \$ 212.50 (plus Florida sales tax, if applicable) for the period set forth in this application. If applicable, each additional hour or part thereof, and the cost of additional equipment, supplies and services, will require an additional fee.

**Deposit:** An initial deposit equal to the Security Deposit is due when the Facility Use Agreement is signed. If the projected rental and fees exceed the basic Security Deposit, such additional amounts are to be paid not less than ten (10) days prior to the event. The User is responsible for leaving the facility in a clean and satisfactory condition upon the conclusion of the activity. The deposit will be refunded less any amount due for additional rental charges, damages or other additional services. If actual costs exceed the amount of the Deposit, such additional amounts will be due from User upon notice.

**Refunds:** (A) 75% of the deposit will be refunded if cancellation by applicant is received thirty (30) or more calendar days before the event date, or (B) 50% if canceled less than thirty (30) calendar days and the facility is subsequently leased for the same day/time period to another user, 25% if not re-leased.

USE AGREEMENT TERMS

1. Use fees include utilities and waste removal. Damages are the responsibility of User, reasonable wear and tear accepted, as well as the cost of any additional rental periods or services.
2. Alcoholic beverages are prohibited in City Parks except within the Jerome Brown Community Center (if/when an Alcoholic Beverage Distribution/Consumption Permit has been issued by the Parks and Recreation Director or authorized agent. Smoking is prohibited inside facilities. No illegal drugs, gambling or games of chance are allowed anywhere in City Parks. Any violation of the terms of this Agreement could at the City's option result in forfeiture of the deposit, and/or arrest and prosecution.
3. No activities are permitted to extend beyond 12:00 a.m. (midnight), unless approved in advance of the activity by the City's Parks and Recreation Director or authorized agent.
4. If required by the City, the User shall hire at his/her own expense, law enforcement officers for crowd control at events. Brooksville Police Officers will be utilized when available.
5. No admission charges or sale of items will be allowed without prior written permission from the Director of Recreation. If approved, User will be responsible for collection and payment of applicable sales and any other taxes.
6. User will be responsible for obtaining all necessary licenses and permits, including Alcoholic Beverage License, and any required Health Department permits, for provision of food.
7. Applications are to be submitted a minimum of ten (10) days prior to the requested lease dates, unless this requirement is modified by the Parks and Recreation Director or authorized agent. Fees are tentative and this application is subject to review and approval by the Parks and Recreation Department Director. The City reserves the right to cancel, postpone, or reschedule this event due to facility maintenance, inclement weather, public safety requirements or if facility is needed for emergency or other use by the City. The City's liability in such instances will be limited to the amount paid by applicant to use the facility, and upon refund to applicant, will serve as a general release of liability. The City's only obligation to the User will be refunding User's full deposit.
8. User assumes responsibility for any damages to the facility and injury to participants which are the result of the conduct or negligence of User and/or User's agents and guests. Liability and Property Damage Insurance is required for the use of the Jerome Brown Community Center and other designated facilities. A Certificate of Insurance with minimum limits of \$100,000/300,000/100,000; or \$300,000 Combined Single Limit, with the City as an Additional Named Insured and Certificate Holder, is to be provided to the City not less than seven (7) calendar days before the event. The City reserves the right to request higher limits to a maximum of \$100,000/300,000/500,000 or \$500,000 CSL depending on the proposed usage.
9. The City shall not be responsible for any damage or injury that may happen to the User, its agents, assistants, employees, patrons, guests, invitees, servants, or property from any cause whatever (unless occasioned by the sole negligence of the City) during the period covered by the Agreement. The User for itself, its agents, assistants, and employees expressly releases the City and agrees to hold the City harmless and to indemnify the City against any claim for loss, damage, injury or other liability arising out of the actions, fault, or negligence of the User, its agents, assistants, or employees, during the term of this Agreement.
10. The parties hereto understand that this Agreement will be interpreted pursuant to the laws of the State of Florida and the parties further agree that the venue of any legal action concerning the Agreement will be Hernando County.
11. This application, when executed by both parties, becomes a legally enforceable contract and User agrees to comply with all the terms and conditions set forth herein, and to all City Rules and Regulations. The undersigned warrants that if the applicant is not an individual, he/she has the authority to bind applicant.

To the best of my knowledge, all information on this application is correct. I have reviewed, read, understand, and will comply with the provisions of this Facility Lease Agreement, and that this Agreement is not approved until execution by the City.

Name: Bev Doucet Signature: [Signature] Date: 4/16/14  
Applicant/User

Insurance Required:	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	Certificate naming City as "Additional Insured", attached	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Alcoholic Beverage Distribution/Consumption Permit	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	(Attach copy of signed permit)		
Base Rent \$	<u>212.50</u>	Other \$	<u>          </u>	Total Estimated Cost \$	<u>212.50</u>
			Total Estimated Deposit \$	<u>200.00</u>	
Initial Deposit (minimum 50% of estimated total) \$			Received by	Date	Balance Due (10 days prior to event) \$
Application Approved By: _____			Date: _____		
Not valid unless signed by Director of Parks and Recreation or Authorized Agent.					

# Attachment 3

## **Special Event Fee Waiver Policy**

### **Section 1. Definitions**

**“Fee Waiver”** is a waiver of city fees for providing a service or facility use.

**“Special Event”** is any private activity conducted wholly or partly on public property that requires the use of city services, such as closure of a street or park, or provision of traffic control, or other services. Special Event includes, but is not limited to, a parade, festival, exposition, show, sale, party, or other similar activity. Special Event also includes events on private or other public property for which the City provides services.

**“Special Event Permit Fees”** are based on the actual costs of the City providing the service requested, and may include personnel, benefit costs, facility fees and equipment costs.

### **Section 2. Special Event Fees and Waivers**

- A. Fee Waiver funding is available as determined at the sole discretion of the City Council.
  
- B. Applicants may request a full or partial Fee Waiver of Special Event Permit Fees. A request for a Fee Waiver must be submitted with a Special Event permit application. The City may, in its discretion, approve all, part, or none of a Fee Waiver request. The following will be considered in review of a request for a Fee Waiver:
  - 1. The event must be held within the city boundaries and is a benefit to the community.
  - 2. The event is open to the public. Preference will be given to those events where all or a majority of activities (75 percent or more) are available at no cost to attendees.
  - 3. The event is supported by business, community and/or service groups. Preference will be given to events that have been coordinated with and supported by business, community and/or service groups within the specific city area where the event will take place.

4. The event creates a positive impact for the city's citizens and/or local businesses.
  5. The event creates positive publicity for the city.
  6. The City's cost of providing services for/to the event.
  7. Whether there are revenues that can be used to offset the impact of a Fee Waiver on the city's General Fund. The City Council will give greater consideration for those events that demonstrate that the Fee Waiver will allow the event to become more self-sustaining in future years.
  8. The City Council will give greater consideration to those events that promote education, public health, public safety or provide a service to mankind.
  9. Whether the event is operated by a non-profit organization.
  10. No partisan political events will be authorized for fee waiver.
- B. Unless waived, all fees required for the Special Event must be paid prior to the issuance of a permit. In no event, will the Fee Waiver be more than the City's cost of providing service for the event.

### **Section 3. Special Event Applications**

- A. All persons who wish to conduct a Special Event must complete and submit an application form to the City Clerk. Event organizers should submit completed application no less than 30 days prior to event. Special Event application forms are available on the City's website at [www.cityofbrooksville.us](http://www.cityofbrooksville.us) and in person from the City Clerk. Special Event permit applications shall be reviewed by the City Manager following the procedures and standards of this Policy. If a Fee Waiver is requested, the completed application and Fee Waiver request will be forwarded to the City Council for consideration.
- B. Applications deemed incomplete will be denied if details about the Special Event are insufficient for staff to properly analyze and determine the impact on city services, or if submitted with insufficient time to allow for city staff to evaluate the impact and coordinate the city services required to allow the event to proceed.
- C. Applications must include evidence of compliance with required permits from other governmental agencies (e.g., health department, liquor license, etc.), as may be requested by the City.

- D. Special Event organizers will be required to maintain liability insurance for the event in an amount deemed acceptable by the City Manager, with the City named as an additional insured. Minimum insurance requirements will include commercial general liability coverage in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Insurance must be placed with Florida admitted insurers rated B+ or better by A.M. Best's rating service. Documentation of insurance will be required at least three (3) business days prior to the event.
- E. The City Manager is delegated the authority to establish rules, procedures, and policies to implement and support this Policy and to develop application forms and other standard materials to be used in the application process.

#### **Section 4. Approval/Denial of Special Event Permit**

- A. The completed application will be reviewed by appropriate department director. The applicant may be required to provide additional information. Denied applications may be amended and resubmitted.
- B. Reasons for denial of a Special Event permit include, but are not limited to:
  - 1. The City lacks the resources to provide the services that are required for the event.
  - 2. A requested facility or site is not available at the time requested.
  - 3. The event requests use of city streets at a time, or for a duration, that would create too great an impact on the public transportation system, city traffic or public safety.
  - 4. The applicant submitted false information in connection with the application.
  - 5. The applicant has failed to complete all aspects of the application and/or provide insurance certificates in the amounts stated in Section 3. D. of this policy.
- C. If the Special Event application is approved and no Fee Waiver has been approved, the City Clerk will collect the appropriate fee before issuing the permit. If the Special Event application is approved and a Fee Waiver has been approved in full or part, the City Clerk will issue the permit after the collection of remaining fees due, if any.

- D. If the Special Event application is denied, the City Clerk will notify the applicant orally immediately and in writing within 3 days, giving the reason for denial. If time permits, the applicant may correct the reasons for denial and resubmit the application for approval. If an applicant is again denied a permit, the applicant may appeal the denial, within 14 days of the date of the written denial by filing a written notice of appeal with the City Manager. The appeal shall be heard at the next available meeting of the City Council, following the date the appeal is filed. The appeal shall be decided by the City Council and is final.

## **Section 5. Effectiveness of Special Event Permit**

Special Events shall be approved for only the specified dates, times, and locations stated in the permit.

## **Section 6. Violation of a Special Event Permit**

- A. Any event subject to the provisions of this Policy that is staged without complying with all conditions of this Policy shall be subject to closure.
- B. The City may revoke a permit if it is determined by the City Manager that the event is being operated in violation of the Brooksville Municipal Code.
- C. The City may revoke a permit and/or apply a fine of up to \$500 per day if it determines an applicant has violated this Policy.

**APPROVED BY CITY COUNCIL: October 15, 2012**  
**Amended \_\_\_\_\_**

**CERTIFIED POLICY NO. 3-2012:**

**s/T. Jennene Norman-Vacha**  
**T. Jennene Norman-Vacha**  
**City Manager**

# Attachment 4

FEES WAIVERS APPROVED BY COUNCIL FOR FY2013/14

Council Meeting Approved	Date of Event	Organization/Event	Departmental Fees Requested					Total Request	Sponsor Cont.	Approved Amount	Balance of Funds
			Police	Fire	Streets	Community Dev.	Parks & Recreation				
<b>10/1/2013</b>		<b>Council Approved Amt.</b>								<b>7,000.00</b>	
8/19/2013	10/4/2013	HHS Homecoming Parade	527.40					527.40		6,472.60	
9/16/2013	10/12/2013	JSL Fun Run	280.80					280.80		6,191.80	
9/16/2013	10/19/2013	Brooksville Cycling Classic	2,574.52		502.88	100.00		3,177.40		3,014.40	
9/16/2013	11/9/2013	Veteran's Parade	624.50					624.50		2,389.90	
10/7/2013	3/15&16/14	Art in the Park					600.00	600.00		1,789.90	
10/7/2013	11/2/2013	Thanksgiving Dinner					305.00	305.00		1,484.90	
11/4/2013	12/14/2013	Christmas Parade	1,973.26	576.59	651.00			3,200.85	1,000.00	-715.95	
1/6/2014	1/21/2014	MLK Parade	1,540.62		120.00			1,660.62		-2,376.57	
1/6/2014	5/5/2014	Children's Week					370.00	370.00		-2,746.57	
3/3/2014	3/22/2014	Grace World Outreach 5K					275.00	275.00		-3,021.57	
3/3/2014	4/5/2014	Blueberry Festival Kickoff	295.20		100.00			395.20		-3,416.77	
3/3/2014	4/12&13/14	Blueberry Festival	5,551.86	1,509.84	4,900.00			11,961.70		-15,378.47	
4/21/2014	5/3/2014	H.C./Downtown Country	415.00					415.00		-15,793.47	
<b>TOTALS</b>							23,793.47	1,000.00	<b>22,793.47</b>		

# Attachment 5

# BUDGET AMENDMENT FORM

## Fiscal Year 2013 - 2014

Account Name/Dept	Account Number	Approved Budget FY 2013-14*	Increase	Decrease	Amended Budget FY 2013-14
Reserves for Contingencies	001-000-284-30010	\$277,153.53		\$212.50	\$276,941.03
City Council Special Event	001-010-511-59901	\$22,793.47	\$212.50		\$23,005.97
<b>TOTAL</b>		<b>\$299,947.00</b>	<b>\$212.50</b>	<b>\$212.50</b>	<b>\$299,947.00</b>

\*Approved budget as previously amended.

Reason for Amendment: The Dawn Center Fee Waiver for 5K Fundraiser

---



---



---

\_\_\_\_\_  
*Department Director Signature*

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

\_\_\_\_\_  
*Finance Director Signature*

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

\_\_\_\_\_  
*City Manager Signature*

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

**Approved by City Council, during Regular Session:**

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



**AGENDA ITEM  
MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

**VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER**

**FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION DIRECTOR**

**SUBJECT: DAWN CENTER - TOM VARN PARK FEE WAIVER REQUEST**

**DATE: APRIL 24, 2014**

**GENERAL SUMMARY/BACKGROUND:** The Dawn Center will be holding a 5k Run/Walk Fundraiser on September 13, 2014, entitled "Dash for Dawn Center". The event is being held to fund the Dawn Center's services to survivors of domestic violence and sexual assault each year. The Dawn Center is requesting that Council consider waving the fees in the amount of \$275.

The security deposit in the amount of \$300.00 and a certificate of insurance listing the city as an additional insured will still be required for the event.

**BUDGET IMPACT:** The budget impact would be a loss of Park rental income in the amount of \$275; this will impact the Fiscal Year 2014 budget. To date, Parks/Jerome Brown Community Center (JBCC) fees in the amount of \$1,550 have been waived in the Fiscal Year 2014.

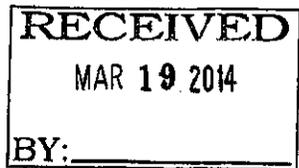
In the City Council Special Events line item no. 001-010-511-59901, City Council had originally budgeted \$7,000 annually for Fiscal Year 2014 Special Events. City Council to date has approved Special Event waiver requests in the amount of \$22,793.47 (including prior approval of \$15,793.47 released from Reserve Contingencies) as reflected Fee Waiver Spreadsheet provided as Attachment 3. Should Council desire to approve this fee waiver request, monies would need to be released from General Fund - Reserve Contingencies (001-000-284-30010) in the amount of \$275 and applied to the City Council's Special Event line item (001-010-511-59901). The current balance for Reserve Contingencies is \$277,153.53. A budget amendment reflecting this release has been prepared and attached for consideration/approval.

**LEGAL REVIEW:** Pursuant to Ordinance No.764 and the Special Events Fee Waiver Policy No. 2012-03, the City Council has the authority to waive fees for rental or use of City facilities.

**STAFF RECOMMENDATION:** Staff seeks Council direction for the consideration to waive the fees in the amount of \$275 for the Dawn Center's 5K Run/Walk Fundraiser at Tom Varn Park on September 13, 2014. If Council approves the wavier, staff requests approval of the appropriate, attached Budget Amendment.

- ATTACHMENTS:**
1. Letter of Request
  2. Facility Use Agreement
  3. Special Events Fee Waiver Policy No. 2012-03
  4. Fee Waiver Spreadsheet
  5. Budget Amendment Form

# Attachment 1



Our Mission: "To end the cycle of family violence, abuse and sexual assault... where home is a safe place."

March 13, 2014

Brooksville City Council  
201 Howell Avenue  
Brooksville, FL 34601

Re: Dawn Center's 5K Fundraiser, September 13, 2014

Dear Brooksville City Council Members,

Dawn Center of Hernando County provides services to over 1,400 survivors of domestic violence and sexual assault each year. Our programs include 24/7 crisis hotline, emergency safe shelter, crisis counseling, case management, legal advocacy, and other outreach and violence prevention services. In order to raise funds for the operating costs of our life changing program's we are seeking permission to host our annual 5K run/walk called "Dash for Dawn Center" at Tom Varne Park. We would like to use Tom Varne Park on Saturday, September 13, 2014 from 4:00 pm- 8:30 pm. Because we are a non-profit organization using all proceeds from this event towards the many different programs we offer, we are requesting the user fees for use of this location be waived.

Your consideration of our request is greatly appreciated. If you should have any questions regarding the event or Dawn Center programming, please do not hesitate to reach me at (352) 684-7191. Thank you.

Sincerely,

  
Shannon Sokolowski  
Executive Director

PO Box 6179, Spring Hill, FL 34611 352-684-7191-Phone, 352-684-7941- Fax  
[www.dawncenter.org](http://www.dawncenter.org)



# Attachment 2

**CITY OF BROOKSVILLE  
PARKS & RECREATION DEPARTMENT  
FACILITY USE AGREEMENT**



( ) Jerome Brown Community Center ( ) Hall ( ) Conference Room ( ) Kitchen  
 Other Facility Tom Vanne Park

Name of applicant (User): Dawn Center of Hernando County  
 If an organization, name of representative: Shannon Sokolowski, Executive Director

Not-for-Profit (attach copy of certificate)     Government Agency     City Co-Sponsored  
 Address: PO Box 6179 City: Spring Hill State: FL Zip: 34611

Contact person: Shannon Sokolowski Day Telephone (852) 684-7191 Evening (407) 492-5668

Alternate contact person: Amy Capocchia Day Telephone (852) 942-7556 Evening (852) 942-7556

Description of event: 5K fundraising event for Dawn Center of Hernando County Anticipated attendance: 100

Attendees will be: Adult  Teen  Elem.  Preschool  If youth event, number of supervising adults: Parents may bring their children

Day(s) of event: M - T - W - Th - F  Sa  Su Start date of event: 9/13/14 Ending date: 9/13/14

Time event begins: 5:30 AM  PM Time event ends: 8 AM  PM

Set-up: Date 9/13/14 From 4 AM  PM To 8:30 AM  PM

Will event be open to the general public? Yes  No  Admission/donation/fee\*\*:  No  Yes \$25 Advance or \$30 day of.

Food/merchandise sales\*:  No  Yes Describe: \_\_\_\_\_

Refreshments served:  No  Yes Describe: Beverages & snacks free for runners provided by Dawn Center.

Number of paid security officers (if applicable): n/a Scheduled from \_\_\_\_\_ AM/PM To \_\_\_\_\_ AM/PM

**RATES & FEES**

**User Fees:** The base user fee for the requested facility is \$ 275.00 (plus Florida sales tax, if applicable) for the period set forth in this application. If applicable, each additional hour or part thereof, and the cost of additional equipment, supplies and services, will require an additional fee.

**Deposit:** An initial deposit equal to the Security Deposit is due when the Facility Use Agreement is signed. If the projected rental and fees exceed the basic Security Deposit, such additional amounts are to be paid not less than ten (10) days prior to the event. The User is responsible for leaving the facility in a clean and satisfactory condition upon the conclusion of the activity. The deposit will be refunded less any amount due for additional rental charges, damages or other additional services. If actual costs exceed the amount of the Deposit, such additional amounts will be due from User upon notice.

**Refunds:** (A) 75% of the deposit will be refunded if cancellation by applicant is received thirty (30) or more calendar days before the event date, or (B) 50% if canceled less than thirty (30) calendar days and the facility is subsequently leased for the same day/time period to another user, 25% if not re-leased.

**USE AGREEMENT TERMS**

1. Use rates include utilities and waste removal. Damages are the responsibility of User, reasonable wear and tear accepted, as well as the cost of any additional rental periods or services.
2. Alcoholic beverages are prohibited in City Parks except within the Jerome Brown Community Center if/when an Alcoholic Beverage Distribution/Consumption Permit has been issued by the Parks and Recreation Director or authorized agent. Smoking is prohibited inside facilities. No illegal drugs, gambling or games of chance are allowed anywhere in City Parks. Any violation of the terms of this Agreement could at the City's option result in forfeiture of the deposit, and/or arrest and prosecution.
3. No activities are permitted to extend beyond 12:00 a.m. (midnight), unless approved in advance of the activity by the City's Parks and Recreation Director or authorized agent.
4. If required by the City, the User shall hire at his/her own expense, law enforcement officers for crowd control at events. Brooksville Police Officers will be utilized when available.
5. No admission charges or sale of items will be allowed without prior written permission from the Director of Recreation. If approved, User will be responsible for collection and payment of applicable sales and any other taxes.
6. User will be responsible for obtaining all necessary licenses and permits, including Alcoholic Beverage License, and any required Health Department permits, for provision of food.
7. Applications are to be submitted a minimum of ten (10) days prior to the requested lease dates, unless this requirement is modified by the Parks and Recreation Director or authorized agent. Fees are tentative and this application is subject to review and approval by the Parks and Recreation Department Director. The City reserves the right to cancel, postpone, or reschedule this event due to facility maintenance, inclement weather, public safety requirements or if facility is needed for emergency or other use by the City. The City's liability in such instances will be limited to the amount paid by applicant to use the facility, and upon refund to applicant, will serve as a general release of liability. The City's only obligation to the User will be refunding User's full deposit.
8. User assumes responsibility for any damages to the facility and injury to participants which are the result of the conduct or negligence of User and/or User's agents and guests. Liability and Property Damage Insurance is required for the use of the Jerome Brown Community Center and other designated facilities. A Certificate of Insurance with minimum limits of \$100,000/300,000/100,000; or \$300,000 Combined Single Limit, with the City as an Additional Named Insured and Certificate Holder, is to be provided to the City not less than seven (7) calendar days before the event. The City reserves the right to request higher limits to a maximum of \$100,000/300,000/500,000 or \$500,000 CSL depending on the proposed usage.
9. The City shall not be responsible for any damage or injury that may happen to the User, its agents, assistants, employees, patrons, guests, invitees, servants, or property from any cause whatever (unless occasioned by the sole negligence of the City) during the period covered by the Agreement. The User for itself, its agents, assistants, and employees expressly releases the City and agrees to hold the City harmless and to indemnify the City against any claim for loss, damage, injury or other liability arising out of the actions, fault, or negligence of the User, its agents, assistants, or employees, during the term of this Agreement.
10. The parties hereto understand that this Agreement will be interpreted pursuant to the laws of the State of Florida and the parties further agree that the venue of any legal action concerning the Agreement will be Hernando County.
11. This application, when executed by both parties, becomes a legally enforceable contract and User agrees to comply with all the terms and conditions set forth herein, and to all City Rules and Regulations. The undersigned warrants that if the applicant is not an individual, he/she has the authority to bind applicant.

To the best of my knowledge, all information on this application is correct. I have received, read, understand, and will comply with the provisions of this Facility Lease Agreement, and that this Agreement is not approved until execution by the City.

Name: Shannon Sokolowski      Signature: *Shannon Sokolowski*      Date: 3/11/14  
 Applicant/User

Insurance Required: <input type="checkbox"/> No <input type="checkbox"/> Yes; Certificate naming City as "Additional Insured" attached <input type="checkbox"/> No <input type="checkbox"/> Yes			
Alcoholic Beverage Distribution/Consumption Permit <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Attach copy of signed permit)			
Base Rent \$ <u>275.<sup>00</sup></u>	Other \$ <u>0</u>	Total Estimated Cost \$ <u>275.<sup>00</sup></u>	Total Estimated Deposit \$ <u>300.00</u>
Initial Deposit (minimum 50% of estimated total) \$ _____ Received by _____ Date _____ Balance Due (10 days prior to event) \$ _____			
Application Approved By: _____ Date: _____			
<b>Not valid unless signed by Director of Parks and Recreation or Authorized Agent.</b>			



## Consumer's Certificate of Exemption

DR-14  
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012536928C-3	09/30/2013	09/30/2018	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SALVARE INC  
17222 HOSPITAL BLVD STE 120  
BROOKSVILLE FL 34601-8906



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



### Important Information for Exempt Organizations

DR-14  
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

# Attachment 3

## **Special Event Fee Waiver Policy**

### **Section 1. Definitions**

**“Fee Waiver”** is a waiver of city fees for providing a service or facility use.

**“Special Event”** is any private activity conducted wholly or partly on public property that requires the use of city services, such as closure of a street or park, or provision of traffic control, or other services. Special Event includes, but is not limited to, a parade, festival, exposition, show, sale, party, or other similar activity. Special Event also includes events on private or other public property for which the City provides services.

**“Special Event Permit Fees”** are based on the actual costs of the City providing the service requested, and may include personnel, benefit costs, facility fees and equipment costs.

### **Section 2. Special Event Fees and Waivers**

- A. Fee Waiver funding is available as determined at the sole discretion of the City Council.
  
- B. Applicants may request a full or partial Fee Waiver of Special Event Permit Fees. A request for a Fee Waiver must be submitted with a Special Event permit application. The City may, in its discretion, approve all, part, or none of a Fee Waiver request. The following will be considered in review of a request for a Fee Waiver:
  - 1. The event must be held within the city boundaries and is a benefit to the community.
  
  - 2. The event is open to the public. Preference will be given to those events where all or a majority of activities (75 percent or more) are available at no cost to attendees.
  
  - 3. The event is supported by business, community and/or service groups. Preference will be given to events that have been coordinated with and supported by business, community and/or service groups within the specific city area where the event will take place.

4. The event creates a positive impact for the city's citizens and/or local businesses.
  5. The event creates positive publicity for the city.
  6. The City's cost of providing services for/to the event.
  7. Whether there are revenues that can be used to offset the impact of a Fee Waiver on the city's General Fund. The City Council will give greater consideration for those events that demonstrate that the Fee Waiver will allow the event to become more self-sustaining in future years.
  8. The City Council will give greater consideration to those events that promote education, public health, public safety or provide a service to mankind.
  9. Whether the event is operated by a non-profit organization.
  10. No partisan political events will be authorized for fee waiver.
- B. Unless waived, all fees required for the Special Event must be paid prior to the issuance of a permit. In no event, will the Fee Waiver be more than the City's cost of providing service for the event.

### **Section 3. Special Event Applications**

- A. All persons who wish to conduct a Special Event must complete and submit an application form to the City Clerk. Event organizers should submit completed application no less than 30 days prior to event. Special Event application forms are available on the City's website at [www.cityofbrooksville.us](http://www.cityofbrooksville.us) and in person from the City Clerk. Special Event permit applications shall be reviewed by the City Manager following the procedures and standards of this Policy. If a Fee Waiver is requested, the completed application and Fee Waiver request will be forwarded to the City Council for consideration.
  - B. Applications deemed incomplete will be denied if details about the Special Event are insufficient for staff to properly analyze and determine the impact on city services, or if submitted with insufficient time to allow for city staff to evaluate the impact and coordinate the city services required to allow the event to proceed.
  - C. Applications must include evidence of compliance with required permits from other governmental agencies (e.g., health department, liquor license, etc.), as may be requested by the City.
-

- D. Special Event organizers will be required to maintain liability insurance for the event in an amount deemed acceptable by the City Manager, with the City named as an additional insured. Minimum insurance requirements will include commercial general liability coverage in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Insurance must be placed with Florida admitted insurers rated B+ or better by A.M. Best's rating service. Documentation of insurance will be required at least three (3) business days prior to the event.
- E. The City Manager is delegated the authority to establish rules, procedures, and policies to implement and support this Policy and to develop application forms and other standard materials to be used in the application process.

#### **Section 4. Approval/Denial of Special Event Permit**

- A. The completed application will be reviewed by appropriate department director. The applicant may be required to provide additional information. Denied applications may be amended and resubmitted.
- B. Reasons for denial of a Special Event permit include, but are not limited to:
  - 1. The City lacks the resources to provide the services that are required for the event.
  - 2. A requested facility or site is not available at the time requested.
  - 3. The event requests use of city streets at a time, or for a duration, that would create too great an impact on the public transportation system, city traffic or public safety.
  - 4. The applicant submitted false information in connection with the application.
  - 5. The applicant has failed to complete all aspects of the application and/or provide insurance certificates in the amounts stated in Section 3. D. of this policy.
- C. If the Special Event application is approved and no Fee Waiver has been approved, the City Clerk will collect the appropriate fee before issuing the permit. If the Special Event application is approved and a Fee Waiver has been approved in full or part, the City Clerk will issue the permit after the collection of remaining fees due, if any.

- D. If the Special Event application is denied, the City Clerk will notify the applicant orally immediately and in writing within 3 days, giving the reason for denial. If time permits, the applicant may correct the reasons for denial and resubmit the application for approval. If an applicant is again denied a permit, the applicant may appeal the denial, within 14 days of the date of the written denial by filing a written notice of appeal with the City Manager. The appeal shall be heard at the next available meeting of the City Council, following the date the appeal is filed. The appeal shall be decided by the City Council and is final.

## **Section 5. Effectiveness of Special Event Permit**

Special Events shall be approved for only the specified dates, times, and locations stated in the permit.

## **Section 6. Violation of a Special Event Permit**

- A. Any event subject to the provisions of this Policy that is staged without complying with all conditions of this Policy shall be subject to closure.
- B. The City may revoke a permit if it is determined by the City Manager that the event is being operated in violation of the Brooksville Municipal Code.
- C. The City may revoke a permit and/or apply a fine of up to \$500 per day if it determines an applicant has violated this Policy.

**APPROVED BY CITY COUNCIL: October 15, 2012**  
**Amended \_\_\_\_\_**

**CERTIFIED POLICY NO. 3-2012:**

**s/T. Jennene Norman-Vacha**  
**T. Jennene Norman-Vacha**  
**City Manager**

# Attachment 4

**FEE WAIVERS APPROVED BY COUNCIL FOR FY2013/14**

Council Meeting Approved	Date of Event	Organization/Event	Departmental Fees Requested					Total Request	Sponsor Cont.	Approved Amount	Balance of Funds
			Police	Fire	Streets	Community Dev.	Parks & Recreation				
<b>10/1/2013</b>		<b>Council Approved Amt.</b>								<b>7,000.00</b>	
8/19/2013	10/4/2013	HHS Homecoming Parade	527.40					527.40		6,472.60	
9/16/2013	10/12/2013	JSL Fun Run	280.80					280.80		6,191.80	
9/16/2013	10/19/2013	Brooksville Cycling Classic	2,574.52		502.88	100.00		3,177.40		3,014.40	
9/16/2013	11/9/2013	Veteran's Parade	624.50					624.50		2,389.90	
10/7/2013	3/15&16/14	Art in the Park					600.00	600.00		1,789.90	
10/7/2013	11/2/2013	Thanksgiving Dinner					305.00	305.00		1,484.90	
11/4/2013	12/14/2013	Christmas Parade	1,973.26	576.59	651.00			3,200.85	1,000.00	-715.95	
1/6/2014	1/21/2014	MLK Parade	1,540.62		120.00			1,660.62		-2,376.57	
1/6/2014	5/5/2014	Children's Week						370.00		-2,746.57	
3/3/2014	3/22/2014	Grace World Outreach 5K						275.00		-3,021.57	
3/3/2014	4/5/2014	Blueberry Festival Kickoff	295.20		100.00			395.20		-3,416.77	
3/3/2014	4/12&13/14	Blueberry Festival	5,551.86	1,509.84	4,900.00			11,961.70		-15,378.47	
4/21/2014	5/3/2014	H.C./Downtown Country	415.00					415.00		-15,793.47	
<b>TOTALS</b>							23,793.47	1,000.00	<b>22,793.47</b>		

# Attachment 5



# City of Brooksville Proclamation

**Whereas**, the City of Brooksville was built on the dreams of entrepreneurs and adventurers who dared to chart their own paths. Staying true to this legacy of innovation, our local small businesses continue to blaze new trails of success; and,

**Whereas**, small businesses power our economy. More than half of Americans either own or work for a small business and create about two out of every three new jobs in our community each year; and,

**Whereas**, to reinforce the preeminence of small businesses in our community, the Greater Hernando County Chamber of Commerce encourages all residents within the City of Brooksville to recognize small businesses for the key role they play in keeping our economy strong; and,

**Whereas**, The Florida Small Business Development Center at the University of South Florida provides no-cost consulting and low-cost training, delivering tools, plans and expertise to City of Brooksville entrepreneurs to accelerate their growth and success in a competitive market; and,

**Whereas**, May 12 - 16, 2014, is designated as "Small Business Week" and May 14, 2014, is hereby designated as "Small Business Day" in the City of Brooksville; and,

**Whereas** through the commitment and activities of the City of Brooksville, the Greater Hernando County Chamber of Commerce and the Florida Small Business Development Center at USF, the entrepreneurial spirit and economic environment in Brooksville is flourishing.

**Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville,** hereby proclaim May 14, 2014 as "Small Business Day" and the week of May 12-16, 2014 as

## "Small Business Week"

and call upon the citizens of the City of Brooksville to join us in this observance as we celebrate the accomplishments of small business owners and their employees and encourage the development of new small businesses.

**In Witness Whereof**, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 5<sup>th</sup> day of May, 2014.

**City of Brooksville**

\_\_\_\_\_  
Kevin Hohn, Mayor

\_\_\_\_\_  
Frankie Burnett, Vice Mayor

\_\_\_\_\_  
Joe Bernardini, Council Member

\_\_\_\_\_  
Joseph E. Johnston, III, Council Member

\_\_\_\_\_  
Lara Bradburn, Council Member

**Attest:** \_\_\_\_\_  
Janice L. Peters, CMC, City Clerk

# City of Brooksville Proclamation

**Whereas**, the open exchange of public discourse is essential to the democratic system of government;  
and,

**Whereas**, as a cornerstone of democracy, Americans have observed certain rules of behavior generally known as civility; and,

**Whereas**, civility, derived from the Latin words "civitas" meaning city and "civis" meaning citizen, is behavior worthy of citizens living in a community or in common with others; and,

**Whereas**, displays of anger, rudeness, ridicule, impatience, and a lack of respect and personal attacks detract from the open exchange of ideas, prevent fair discussion of the issues, and can discourage individuals from participation in government; and,

**Whereas**, civility can assist in reaching consensus on diverse issues and allow for mutually respectful ongoing relationships; and,

**Whereas**, civility can uplift our daily life and make it more pleasant to live in an organized society; and,

**Whereas**, the City, County and Local Government Law Section of The Florida Bar urges the adoption of a pledge of civility by all citizens in the State of Florida.

**Now Therefore, We the Undersigned as City Council for and on Behalf of the City of Brooksville**, do hereby proclaim the month of May as

## "Civility Month"

and call upon all citizens to exercise civility toward each other.

**In Witness Whereof**, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 5<sup>th</sup> day of May, 2014.

**City of Brooksville**

\_\_\_\_\_  
Kevin Hohn, Mayor

\_\_\_\_\_  
Frankie Burnett, Vice Mayor

\_\_\_\_\_  
Joe Bernardini, Council Member

\_\_\_\_\_  
Joseph E. Johnston, III, Council Member

\_\_\_\_\_  
Lara Bradburn, Council Member

**Attest:** \_\_\_\_\_  
Janice L. Peters, CMC, City Clerk



**AGENDA ITEM  
PRESENTATION**

**TO: HONORABLE MAYOR AND CITY COUNCILMEN**

**VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER**

**FROM: TIMOTHY MOSSGROVE, FIRE CHIEF**

*[Handwritten signature of T. Jennene Norman-Vacha]*  
*[Handwritten signature of Timothy Mossgrove]*

**SUBJECT: NEW PUBLIC PROTECTION CLASSIFICATION**

**DATE: APRIL 28, 2014**

**BACKGROUND AND SIGNIFICANCE:** A public protection classification (PPC) is a number that is assign to communities after a survey has been conducted through Insurance Service Organization (ISO). This independent company, ISO, serves insurance companies, communities, fire departments, insurance regulators, and others by providing information about the risks in these respective communities as it relates to fire suppression capabilities that include: needed fire flow, emergency communications, fire department efficiencies, and water supply. This data when collected and analyzed provides a number on a scale of 1 to 10. A Class 1 represents an exemplary fire suppression program; a Class 10 indicates a fire department does not meet the minimum criteria. Surveys are conducted on a routine basis every ten (10) years for updating the PPC. When a community invests in fire mitigation, it has proven that future fire losses are reduced. With this proven relationship of reducing the communities risk of fire, insurance companies use the PPC information for marketing and underwriting insurance premiums for homeowners and commercial fire insurance.

Brooksville Fire Rescue has been a part of the PPC survey over the past several decades working diligently to improve the PPC for the community we protect. Before 1987, Brooksville Fire Rescue PPC was a seven (7) and improved to a PPC five (5). In February 2003, that classification improved to a four (4). In October of 2013 Brooksville Fire Rescue was surveyed by ISO to evaluate the fire suppression capabilities of the department. After the onsite visit, our information was reviewed on the criterion that is established. The result from this rigorous process resulted in Brooksville Fire Rescue receiving a new PPC that becomes effective July 1, 2014.

I am proud to report the new PPC for Brooksville Fire Rescue effective July 1, 2014 is a PPC three (3). Brooksville Fire Department joins the ranks of the top 7.7% of the fire departments in our nation who have a PPC three (3).



4 B Eves Drive, Suite 200  
P.O. Box 961  
Marlton, NJ 08053-3112

t 856.985.5600  
f 856.810.9085

March 31, 2014

Mrs. Jennene Norman, Manager  
Brooksville  
201 Howell Avenue  
Brooksville, FL 34601

RE: Brooksville, Hernando County, FL  
Public Protection Classification: 03/3X  
Effective Date: July 1, 2014

Dear: Mrs. Norman

We wish to thank you, Fire Chief Timothy Mossgrove and Mr. William Smith for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

Enclosed is a summary of the ISO analysis of your fire suppression services. If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision-making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things – the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently graded as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9."
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B."
- Communities graded with single "9" or "8B" classifications will remain intact.



Verisk  
Insurance Solutions



AIR WORLDWIDE XACTWARE

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

*Dominic Santanna*

Dominic Santanna  
(800) 444-4554 Option 2

fc

Encl.

cc: Chief Timothy Mossgrave, Brooksville Fire Department  
Mr. William Smith, Water Superintendent, Brooksville Utilities  
Miss Steve Porter, 911 Director, Hernando County Sheriff's Department



## AGENDA ITEM MEMORANDUM

**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**VIA:** T. JENNENE NORMAN-VACHA, CITY MANAGER

**FROM:** RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR

**SUBJECT:** WEST EARLY STREET BRICK REPAIR

**DATE:** April 28, 2014

**GENERAL SUMMARY/BACKGROUND:** At the City Council meeting of February 9, 2014, the Brooksville City Council directed staff to bring back for further discussion several topics regarding the Pavement Management Program (**Attachment 1**). Those topics included:

1. West Early Street brick street repair and replacement for further discussion.
2. Possible widening of South Brooksville Avenue and/or a sidewalk addition.
3. Core borings on Lemon Street, Orange Street, and Bailey Avenue.
4. Cost for overlay on Lemon Street, Orange Street, and Bailey Avenue from Broad Street to Fort Dade Avenue.
5. Removal of asphalt from the bricks on Bell Avenue (Olive to Cherry) to be a top priority in the Pavement Management Plan Fiscal Year 2015.

Staff has addressed those concerns below, by number.

1. **West Early:** At the February 9, 2014, Council Meeting, staff recommended repair to the brick portion of West Early Street east of a massive live oak tree in the middle of the street. Also, that bricks west of the oak tree be removed and used as stock for future brick projects (**Attachment 2**).

Oak tree roots have pushed bricks upward in many places making traffic difficult on both sides of the tree and on one side of the street. Staff's plan is to remove the bricks under the tree canopy leaving some for leveling. The front portion of the street east of the oak tree is level in places and only depressions and upheavals are to be repaired. Repair includes removing bricks, leveling the base, and replacing the brick of the existing depressions only.

Councilman Bradburn directed staff to consult with West Early Street business and homeowners to ascertain whether they would be satisfied with a fully asphalted street west of the live oak tree. Staff has met with the owners of Home/Land Title, Inc., Joanne and Roy Perry, and the owner of Great Stuff Antiques, Cathy Merco, to get their input of the repair and replacement of West Early. The Perry's border West Early Street to the north and Ms. Merco borders West Early Street to the south.

At the first meeting, the Perrys and Ms. Merco made it unequivocally clear that they opposed removal of the brick from the live oak tree east to Main Street or asphalt pavement as a replacement. They were in agreement for removal of the bricks west of the oak tree and replacement with 57 rock, which is a cheaper and effective alternative, on low traffic streets.

The Council also requested that staff provide them with a cost for asphalt from Main Street to the oak tree. The anticipated cost would be:

Removal of bricks	\$9,000
Asphalt and base costs	12,000
Engineering	1,400
Total	\$22,400

The total cost is equivalent to Mr. James Nandlal's quote of \$22,940 for the entire project which also includes approximately \$3,000 for brick repair costs east of the oak tree (**Attachment 3**).

According to Justin Draft, Hernando County Senior Forester with the Florida Forestry Service, asphalt paving would also require oak tree root shaving or burying roots, both of which could cause serious damage to the oak tree (**Attachment 4**).

**2. South Brooksville Avenue:**

Staff is preparing a separate agenda item regarding the viability of either widening South Brooksville Avenue or adding sidewalks to the right-of-ways. That memorandum will be presented at a later date.

**3. Core Boring of Lemon Street, Orange Street, and Bailey Avenue:**

The City of Brooksville Streets and Drainage Division was able to ascertain that there was not any full-length brick paving beneath the asphalt of Orange Street, Lemon Street, or Bailey Avenue. Core borings were not necessary to come to this conclusion. On each of the roadways the crew was able to saw cut, and remove, two (2) 12 X 12 inch sections of the asphalt roadway and dig to a depth that was beneath the limestone base. No evidence of previous brick paving was evident and the asphalt was replaced in the saw-cut locations. The semi-exposed bricks on Bailey, Orange, and Lemon appear to be the aprons off of Fort Dade Avenue that ends about six (6) feet to the south of the three (3) streets.

**4. Cost to Overlay Lemon Street, Orange Street, and Bailey Avenue from Broad Street to Fort Dade Avenue:**

Prices to mill and overlay:	
Bailey Avenue	\$16,725
Lemon Street	\$25,790
Orange Street	\$19,570

**5. Removing Asphalt from Bricks on Bell Avenue (Olive to Cherry Streets) to be a Top Priority on Pavement Management Plan, Fiscal Year 2015:**

Staff envisions removing the asphalt from bricks on Bell Avenue as a top priority in its Fiscal Year 2015 Pavement Management Plan.

**BUDGET IMPACT:** Funding has been allocated in the Fiscal Year 2014 Budget for the selected streets.

**LEGAL REVIEW:** The City Council has Home Rule Authority (Art. VIII,2(b), Fla. Const./Section 166.011, F.S.) to consider matters of fiscal and intergovernmental benefit. Pursuant to Section 5.04 of the City Charter, competitive bidding is required except to the extent that Council authorizes otherwise by Ordinance.

Pursuant to Section 2-304(a)(1)and(2) of the Code of Ordinances, the amount of expenditure for which the city may obligate itself without competitive bidding by the City is increased provided: (1) The City Manager recommends to the City Council that a specific purchase be made by "piggybacking" on an award by another governmental entity's competitive bidding process; and the other governmental entity's competitive bidding process provides substantially equivalent procedural guarantees of fairness and competitiveness to those of the city.

**STAFF RECOMMENDATION:** The Public Works Department staff recommends that the City Council take the following action:

- Approve staff's plan of repair and replacement of West Early Street which is to repair the brick street from South Main Street to the oak tree canopy, remove bricks from around the oak tree where practical, remove bricks from the oak tree to the CSX Railroad property vicinity replacing it with a combination of 57 rock and/or sod as approved by the adjacent property owners; or, provide other direction to staff;
- Approve piggybacking on the City of Tampa's bid of James Nandlal doing business as Jnandlal Maintenance Service of Brandon, LLC, for repairing brick streets in Brooksville;
- Review answers to the previous questions asked by Council Members and provide further direction, as necessary.

**ATTACHMENTS:** 1. Minutes from February 9, 2014, City Council Meeting  
2. Aerial of West Early Street  
3. Agenda Item from April, 21, 2014 City Council Meeting  
4. Letter from Justin Draft, Hernando County Senior Forester, Florida Forestry Service.

# Attachment 1

## REGULAR COUNCIL MEETING MINUTES – February 3, 2014

### Pavement Management Update

Presentation of pavement management proposal.

Director of Public Works Richard Radacky reviewed the proposal. He advised three roads have already been reclaimed, John Gary Grubbs, the entrance to the Enrichment Center (a sidewalk was added) with impact fees, Railroad Place off of Brooksville Avenue with grant monies, and ACL Street.

He advised the asphalt and brick upgrades for all the projects would come to about \$7.4 million dollars. Working with the \$800,000 approved by Council for the 2014 budget he reviewed the proposal as follows:

West Early Street is a brick street with very little traffic and the lowest ranked street of the brick streets in the City. There is no drainage problems identifiable and no utilities that would interfere with the reconstruction. There is a huge Oak tree right in the middle of the street. It is 238 feet in length and it was proposed to divide the street into two segments. One segment would be from the Oak tree to the CSX Railroad (a dead end street), and the bricks on the west side of the tree would be harvested to be used for replacement bricks for other streets. He estimated there is about 4,000 bricks in that area. He proposed hollow-cell pavers on the west side of the tree which is cheaper than asphalt or brick. On the front part the bricks would be repaired for an estimated \$24,000 for the brick realignment and the hollow-celled pavers.

Council Member Johnston asked the cost of paving from Main to the new pavers and removing the bricks since it is a dead end street and using them elsewhere. Council Member Bradburn agreed but wanted to keep in mind that the property owners along that road enjoy the bricks and need to be consulted with for their opinion. She suggested having a decorative brick just around the tree and reclaiming the rest. Director Radacky felt the people would prefer to keep the brick if they could be repaired, advising a base would be needed for asphalt and he will price this out.

Paver crosswalks in the downtown area are stained because the pavers when installed were not sealed. Director Radacky suggested having them power washed, repair any depressions (leveling) and sealed. This will protect from grease and grime as well as keep the pavers in line. The cost will be approximately \$22,000. Work will try to be scheduled to do at night and weekends to minimize traffic interruptions.

Daniel Avenue has brick and it is the intent to remove those bricks and use them for repairing other brick streets within the City. This work will be done by staff and the plan is to replace the bricks with a chip concrete base and asphalt. This cost is projected at approximately \$35,000 and will go all the way up to the CSX crossing. CSX has been contacted to fix the repairs to the crossing with no response. Council Member Bradburn advised CSX responded to the MPO who has asked FDOT to make it a priority to coordinate with CSX to repair railroad crossings around the City. She advised coordinating through Lee Royal to have this site included in the list.

South Brooksville Avenue from Dr. Martin Luther King back to the Southside of the Trail, the asphalt part. This is a collector street and one of the top 5 streets. The right-of-way width was not known but Council Member Johnston felt adding a foot on either side may

## REGULAR COUNCIL MEETING MINUTES – February 3, 2014

make it more drivable, if it can be done and still leave room for sidewalks in the future. Vice Mayor Burnett advised the School Board made a bus stop there and a sidewalks are really needed. Director Radacky advised this project will cost approximately \$57,000.

**Chatman Boulevard** from US 41 to a dead end, just beyond Brooksville Healthcare is ranked 6th on the original and will be repaired with a simple mix and overlay for approximately \$34,000.

**Bell Avenue** has three different pieces to be repaired. One is from Fort Dade to Olive Street to repair six deep depressions in the brick portion. The second portion is from Olive to Cherry Street where there is asphalt on top of bricks. The third section is from Cherry Street to Oak. There is brick under it and the plan is to put a layer of asphalt on top.

An alternative to this project is **Mildred Street**. There are two sections being recommended for work at this time. It is a collector street and has very poor asphalt. Money taken from the brick work on Bell could be used to repair 3,326 lf. of asphalt for approximately \$160,000. Mayor Hohn asked if the portion of Mildred that runs across 41 to W. Jefferson is County road. Director Radacky advised it is State. The portion of Mildred from W. Jefferson to Fort Dade has some drainage issues but is not included in the proposal at this time.

Council Member Johnston recommended delaying repairs to Bell Avenue until the fall. He recommended just doing part one, leveling Bell from Fort Dade to Olive. This would result in a cost savings of \$49,000. This could be used for Early Street, sidewalks or additional work on South Brooksville Avenue.

Council Member Bernardini requested cost estimates for paving Orange, Lemon and Bailey Streets.

Council Member Bradburn wanted assurance that if Mildred is done now, Bell would be prioritized in the fall.

Director Radacky asked for clarification on Early Street. Council Member Johnston would like to see the bricks harvested and the road paved. Council Member Bradburn added that the tree has to be preserved so you cannot cover up too much of the root system and the land owners must be consulted regarding the historic character. Council Member Johnston agreed with consulting with the residents who use that road daily for their opinion.

**Veteran's Avenue** is number three on the original list. Council Member Johnston asked if there is a way to engineer the street so that it is better able to withstand the types of vehicles, i.e. fire trucks, police, heavy vehicles. Director Radacky advised it is planned to thicken up the asphalt with a base that is semi-truck standard. This project is estimated at \$250,000. SWIFTMUD has to be consulted on this project. Council Member Bradburn requested Director Radacky work with Luigi's so that his customers still have access.

Director Radacky advised quite a bit of sidewalk will be done in this project as well, about 400'.

## REGULAR COUNCIL MEETING MINUTES – February 3, 2014

Council Member Bernardini advised trees were lost during the McKethan Park renovation and hoped additional trees would not be lost during this restoration. Director Radacky indicated they will keep this in mind, as well as access for the Police and Fire Departments.

**Hammock Road** design work was being requested for the street and drainage if portions of the Bell Avenue project is delayed until the fall. Director Radacky asked that the \$49,000 be reserved for contingencies.

Director Radacky reviewed the streets where a sidewalk planer had been used to remove trip hazards, Bell, Howell and Orange, and is interested in buying one for around \$6,000 versus \$700 per week for rental. He felt the planer might be used to smooth asphalt as well. Council Member Bradburn encouraged the purchase. Director Radacky advised they are considering using part of the Multi-capital funds for the purchase.

Council Member Johnston summarized:

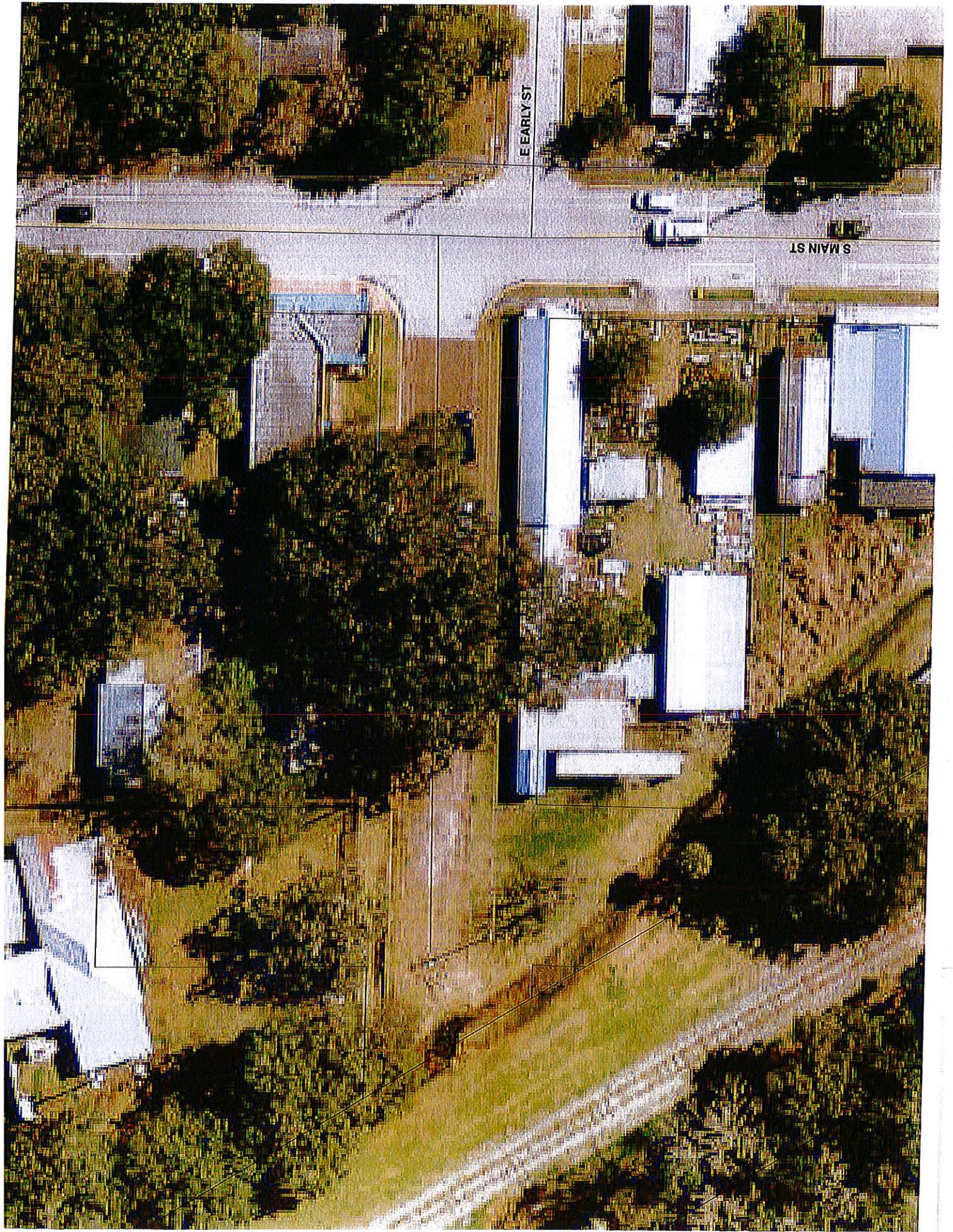
- approval of everything on the list with the Bell/Mildred alternative,
- staff to bring back potential cost estimates for Early Street for doing the whole thing with an alternative method instead of replacing the brick, and
- possible widening of South Brooksville Avenue or a sidewalk if the right-of-way allows for it to be looked into by staff.
- Recovery of the brick streets on Bell Avenue will be number one on the next proposal.
- Overlay for Orange from Broad Street to Fort Dade with cost estimates to include overlays for Lemon and Bailey.
- Core boring samples for Orange, Lemon and Bailey.

### **Motion:**

Motion was made by Council Member Johnston and seconded by Council Member Bernardini for approval of the pavement management proposal as presented with aforementioned exceptions as summarized by Council Member Johnston.

Motion carried 5-0.

# Attachment 2



# Attachment 3



**CONSENT AGENDA ITEM  
MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCILMEN  
**VIA:** T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*  
**FROM:** Richard W. Radacky, Director, Public Works Department  
**SUBJECT:** *Richard W. Radacky* Pavement Management Program, Brick Work, Piggyback Contract with City of Tampa  
**DATE:** April 17, 2014

**GENERAL SUMMARY/BACKGROUND:** At its City Council meeting of February 3, 2014, the City Council unanimously approved a Public Works agenda item for Pavement Management. That agenda item discussed using a contractor, Mr. James Nandlal, by piggybacking on a bid for the City of Tampa. The bid is for the repair of brick streets.

The wording on that agenda item was not completely clear as staff used the language “anticipate” using Mr. James Nandlal rather than piggybacking of his bid with the City of Tampa. Staff is prepared to begin work on West Early Street, which was one of the brick streets the City Council approved. Mr. Nandlal is prepared to begin work on West Early Street immediately.

Mr. Nandlal has provided a quote, in the amount of \$22,940, to complete work on West Early Street. Attached is a copy of an email from the City of Tampa authorizing the City to piggyback on their bid.

**BUDGET IMPACT:** The budget for work on West Early Street was approved at \$24,000 in staff’s agenda item. Mr. Nandlal’s quote is \$1,060 less than staff’s estimate. These funds are budgeted within the Multi Capital, Account 308, of the Fiscal Year 2014 Budget.

**LEGAL REVIEW:** The City Council has Home Rule Authority (Art. VIII,2(b), Fla. Const./Section 166.011, F.S.) to consider matters of fiscal and intergovernmental benefit. Pursuant to Section 5.04 of the City Charter, competitive bidding is required except to the extent that Council authorizes otherwise by Ordinance.

Pursuant to Section 2-304(a)(1)and(2) of the Code of Ordinances, the amount of expenditure for which the city may obligate itself without competitive bidding by the City is increased provided: (1) The City Manager recommends to the City Council that a specific purchase be made by “piggybacking” on an award by another governmental

Page 1 of 2  
APPROVED BY BROOKSVILLE CITY COUNCIL  
ON 4/21/14 INITIALS *JR*  
*TABLED UNTIL 5/5/14*

entity's competitive bidding process; and the other governmental entity's competitive bidding process provides substantially equivalent procedural guarantees of fairness and competitiveness to those of the city.

**STAFF RECOMMENDATION:** Approve piggybacking on City of Tampa's bid award to Mr. James Nandlal. Authorize Mr. Nandlal to begin construction at a cost of \$22,940.

**ATTACHMENTS:**

1. Quote from Jnandlal Maintenance Service of Brandon
2. Letter from Jnandlal Maintenance Service of Brandon
3. City of Tampa bid package and winning response
4. Email from City of Tampa authorizing piggyback

# Attachment #1

**Jnandlal Maintenance Service of Brandon**  
**3008 King Phillip Way**  
**Seffner, FL 33584**  
**Phone: (813) 679-7769 Fax: (813) 654-7675**  
**jamesnandlal@msn.com**

**Date:** 3/31/2014

**Proposal** 200 B

<b>Invoice:</b> Joe Nelson City of Brooksville	<b>Location:</b> Brooksville, Florida
--	--

<b>P.O. No</b>	<b>Terms</b>	<b>Sales Tax Cert. No.</b>	<b>Rep</b>	<b>Completed</b>
----------------	--------------	----------------------------	------------	------------------

Item	DESCRIPTION	Work Area		Total Unit	Unit Price	AMOUNT
		Length	Width			
1	<b>Plan B</b> W. Earl St Removal of bricks Transport to City of Brooksville yard Removal of dirt, 3 inches Installation of crush concrete, 2 inches Installation of DOT rock 57 Compaction Total:			5020	\$3.25	\$16,315.00
	Remove and Reinstall bricks with crush concrete, approx (next to garbage can)			350	\$1.60	\$526.00
	Removal and reinstall bricks around oak tree footage may vary					\$500.00
	Mobilization Fee					\$1,800.00
	<b>Material</b> 5 loads of 57 Rock, 18 cubic yards of mini wheels dump truck					\$2,200.00
	4 loads of Crush Concrete 18 cubic yards of mini wheels dump truck			4	\$400.00	\$1,600.00
	<b>TOTAL</b>					<b>\$22,940.00</b>

## **Attachment #2**

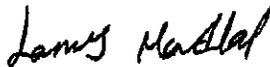
**Jnandlal Maintenance Service of Brandon  
3008 King Phillip Way  
Seffner, FL 33584  
Phone: (813) 679-7769 Fax: (813) 654-7675  
jamesnandlal@msn.com**

To: Joe Nelson, Streets and Drainage Supervisor  
City of Brooksville, Public Works Department  
600 South Brooksville Avenue  
Brooksville, FL, 34601  
352-540-3860-Phone

I, James Nandlal, manager of Jnandlal Maintenance Service of Brandon,

EIN: 76-0821164, am willing and agree to work for the City of Brooksville under the same contract agreement as I currently have with the City of Tampa. In other words, the City of Brooksville is piggybacking on the City of Tampa contract. If you have any questions feel free to contact me or my secretary.

At your service,



James Nandlal

Project Manager

Jnandlal Maintenance Service of Brandon

Cell: 813-679-7769

Fax: 813-654-7675

Secretary: Cleo Lelte: 813-882-8426

jamesnandlal@msn.com

## Attachment #3

# CITY OF TAMPA



Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM  
Purchasing Director

April 18, 2013

## INVITATION TO BID (Sheltered Market)

Pursuant to Ordinance 2009-89, Equal Business Opportunity Act, this is a City of Tampa Sheltered Market solicitation for **Non-Professional Services**. Pursuant to Chapter 69-1119, Special Acts, Laws of Florida Sealed Bids for the furnishing of **BID NO. 31050213, BRICK STREET REPAIR SERVICES** will be received the Director of Purchasing, City of Tampa, until **3:00 PM, MAY 2, 2013**, then be opened and read. **Only bids from current City of Tampa certified Small Local Business Enterprises (SLBE's), and Underutilized Women/Minority Business Enterprises (WMBEs) within the Industry category of Non-Professional Services shall be considered (see MBD Form-70).**

**\*NOTE:** The City of Tampa's WMBE policies are narrowly-tailored to identify **Underutilized** WMBEs by Industry category. Bidders/Proposers who are certified in the **Underutilized** category for the work/score detailed herein are eligible for award. In all cases, the Bidder/Proposer must be WMBE and/or SLBE certified prior to the opening date and time of the bid/proposal. As proof of certification, include copies of City of Tampa WMBE and SLBE certificates in the bid/proposal.

A **PRE-BID MEETING** will be held at **9:30 AM, APRIL 25, 2013** at the CITY OF TAMPA PURCHASING DEPARTMENT, 2nd Floor, Municipal Plaza, 306 East Jackson Street, to discuss the above referenced subject. **PLEASE BRING A COPY OF THIS BID TO THE PRE-BID MEETING.**

It is hereby made a part of this Invitation for Bid that the submission of any Bid in response to this advertised request shall constitute a Bid made under the same conditions for the same contract price and for the same effective period as this Bid to all public entities in Hillsborough County. (A list of these entities is enclosed with this package).

Attached are important instructions and specifications regarding responses to this invitation. **Failure to follow these instructions could result in your bid being disqualified.**

Questions regarding this bid should be referred to **CELESTE GIBBONS-PEOPLES, CPPB, FCCM**. Questions shall be submitted by email to [celeste.gibbons-peoples@tampagov.net](mailto:celeste.gibbons-peoples@tampagov.net). Questions pertaining to the Bid document will be accepted up to five days prior to the scheduled opening date and time referenced above.

Submission of bid responses by mail, hand delivery or express mail must be in a sealed envelope with the Bidder's name and return address indicated. **Type or print the Bid Number and Bid Title on the carrier envelope.** Address the bid envelope as follows:

Purchasing Department  
Tampa Municipal Office Building, 2<sup>nd</sup> Floor  
306 E. Jackson Street  
Tampa, Florida 33602

(This address is appropriate for mailing,  
hand delivery and express mail.)

Questions regarding the City of Tampa Small Local Business Enterprise (SLBE) and/or Woman/Minority Business Enterprise (WMBE) programs should be referred to:

**MINORITY AND SMALL BUSINESS DEVELOPMENT OFFICE – PHONE NO. (813) 274-5512 Or**  
**[http://www.tampagov.net/dept\\_minority\\_business\\_development/](http://www.tampagov.net/dept_minority_business_development/)**

The Tampa Municipal Office Building is a controlled access building and all visitors are required to obtain a Visitor's Pass prior to visiting the Purchasing Department.

Bids may be submitted electronically via the Internet as an attachment to an email addressed to [BidControl@Tampagov.net](mailto:BidControl@Tampagov.net). The subject line of the email should include the bid number.

Bids shall be accepted no later than the time and date specified on the **INVITATION TO BID**. The Bid Opening shall be thereafter and open to the Public. All bids received after the due date and time shall be rejected. Offers by telegram, telephone or transmitted by facsimile (FAX) machine are not acceptable. No bid may be withdrawn or modified after the time fixed for the opening of bids.

306 E. Jackson Street, 2E • Tampa, Florida 33602 • (813) 274-8351 • FAX: (813) 274-8355

**TampaGov**  
[www.tampagov.net](http://www.tampagov.net)

Verification of the City's receipt of a bid submitted by email is the sender's responsibility. Failure of the City to receive such bid by the date and time specified on the Invitation to Bid will result in non-consideration.

#### **STATEMENT OF NO BID**

#### **WE WANT YOUR FEEDBACK BECAUSE IT MATTERS TO US**

The Purchasing Department's mission is to provide the best specifications in our Bid and Request for Proposal packages to receive maximum participation from the Industry/market. Please take a few minutes to briefly explain to us why you will not be responding to the City's Bid or Request for Proposal.

#### **INSTRUCTIONS TO BIDDER**

**SHELTERED MARKET for SLBEs and Underutilized WMBEs:** This bid/proposal is a Sheltered Market solicitation for current City of Tampa certified Small Local Business Enterprises (SLBEs) and **Underutilized** Women/Minority Business Enterprises (WMBEs) identified on **MBD Form-70** for **Non-Professional Services**. Only submissions from current certified SLBEs and **Underutilized** WMBEs will be reviewed. To determine if your company is eligible as a City of Tampa Small Local Business Enterprise and/or Woman/Minority Business Enterprise, please contact the Minority and Small Business Development Office at (813) 274-5512.

**EXECUTED, SEALED BID:** Submit the original and two copies of the bid response form, the Bidder's Affidavit form and any other requested forms or documents furnished by the City in the bid package. Documents must be executed by an original signature of an authorized representative of the Bidder.

City of Tampa bids are issued electronically via DemandStar's eProcurement bid distribution system. Obtaining bids through Demandstar will ensure that vendor will have the following capabilities: receipt of bids electronically, track the status of bid award activity, receive addenda, be certified as a minority vendor to meet the City of Tampa's minority certification requirements, receive the results of bid awards and view plans and blueprints online electronically. Vendors who obtain specifications and plans from sources other than Demandstar are cautioned that the bid packages may be incomplete. The City will not accept incomplete bids. Contact Demandstar at 800-711-1712 or visit [www.demandstar.com/supplier](http://www.demandstar.com/supplier) for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any quote documents, plans, or specifications from this website. In the event of any discrepancy between information on this website and the hard copy quote documents, the terms and conditions of the hardcopy document will prevail. DemandStar has no affiliation with the City of Tampa other than as a service that facilitates communication between the City and its vendors. DemandStar is an independent entity and is not an agent or representative of the City. Communications to DemandStar does not constitute communications to the City. Contact DemandStar at 800-711-1712 or visit [www.DemandStar.com/supplier](http://www.DemandStar.com/supplier) for more information.

Bidders discovering any ambiguity, conflict, discrepancy, omission or other error in this BID, shall immediately notify the City of such error in writing and request modification or clarification of the BID. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Bidders who received an original BID from DemandStar (Those who are on the Plan Holders List). Addenda will be posted and disseminated by DemandStar at least five days prior to this BID opening date. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the BID prior to submitting the bid or it shall be deemed waived.

Bid tabulations (results) will be posted to DemandStar and made available to bidders after the scheduled public opening of the sealed bids.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

The Bidder is expected to carefully examine the entire bid package, including but not limited to the all provisions, terms, and conditions. **Failure to do so will be at the Bidder's risk.**

## GPC LISTING

### City of Plant City

Kevin Orth  
Drawer C  
Purchasing Agent  
Plant City, FL 33564  
813-659-4270 - Telephone  
813-659-4216 - Fax  
keorth@plantcitygov.com

### City of Temple Terrace

Judy Crutcher, Assistant Purchasing Agt.  
P.O. Box 16930  
Temple Terrace, FL 33687  
813-506-6420 - Telephone  
813-989-7185 - Fax  
jcrutcher@templeterrace.com

### Clerk of Circuit Court

601 E. Kennedy Blvd.-13th Floor  
P.O. Box 1110  
Tampa, FL 33601  
Phone: (813) 276-8100 Ext.7721  
FAX: (813) 272-5521  
www.hillsclerk.com

### Tampa-Hillsborough County Expressway Authority

Nancy Marino, Facilities & Contracts Manager  
1104 East Twiggs St. Sulte #300  
Tampa, Florida 33602  
813-272-6740 - Telephone  
813-276-2492 - Fax  
Nancy@tampa-xway.com

### Hillsborough Area Regional Transit Authority

Melissa Smiley  
4305 E. 21<sup>st</sup> Street  
Tampa, FL 33605  
813-623-5835 - Telephone  
813-664-1119 - Fax  
smileym@gohart.org

### Hillsborough Co. Aviation Authority

P. O. Box 22287  
Tampa International Airport  
Tampa, FL 33622-2287  
Phone: (813) 870-8730  
FAX: (813) 875-6670  
www.tampaairport.com

### Hillsborough County School Board

P. O. Box 3408  
Tampa, FL 33601-3408  
Phone: (813) 272-4329  
FAX: (813) 272-4007  
www.sdhc.k12.fl.us

### Hillsborough Community College

Vonda Melchior, Director of Purchasing  
39 Columbia Drive  
Tampa, FL 33606  
813-253-7060 - Telephone  
813-253-7561 - Fax  
vmelchior@hcc.fl.us

### Hillsborough County Board of County Commissioners

601 E. Kennedy Blvd., 18th Floor  
P. O. Box 1110,  
Tampa, FL 33601-1110  
Phone: (813) 272-5790  
FAX: (813) 272-6290  
www.hillsboroughcounty.org

### Hillsborough Co. Sheriff's Office

J. H. Shillady, Fiscal Officer  
P.O. Box 3371  
Tampa, FL 33601  
813-247-8033 - Telephone  
813-247-8246 - Fax  
Jshillady@hcsotampa.fl.us

### State Attorney's Office

Mark Ober, State Attorney  
800 E. Kennedy Blvd., 5<sup>th</sup> Floor  
Tampa, FL 33602  
813-272-5400 - Telephone  
813-272-7014 - Fax  
Ober\_M@SAO13th.com

### Tampa Port Authority

David Webb, Financial Supervisor  
P.O. Box 2192  
Tampa, FL 33601  
813-905-5164 - Telephone  
813-905-5109 - Fax  
dwebb@tampaport.com

### Supervisor of Elections

601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Phone: (813) 276-8274  
FAX: (813) 272-7043  
www.votehillsborough.org

### City of Tampa Housing Auth.

Jerome Ryans, President/CEO  
1514 Union Street  
Tampa, FL 33607  
813-253-0551 - Telephone  
813-4522 - Fax  
irenew@thaff.com

### Tampa Sports Authority

Joe Haugabrook, Director of Purchasing  
4201 N. Dale Mabry Highway  
Tampa, FL 33607  
813-673-4300 - Telephone  
813-673-4312 - Fax  
jhaugabrook@tampasportsauthority.com

### Tax Collector

601 E. Kennedy Blvd., 14th Floor  
Tampa, FL 33602  
Phone: (813) 307-6222  
FAX: (813) 307-6521  
www.hillstax.org

### The Children's Board of Hills. County

1002 E. Palm Avenue  
Tampa, FL 33605  
Phone: (813) 229-2884  
FAX: (813) 228-8122  
www.childrensboard.org

### University of South Florida

Mike Abernethy, Director  
Purchasing Services  
3702 Spectrum Blvd. UTC135-P  
Tampa, FL 33612  
813-974-2481 - Telephone  
813-974-5362 - Fax  
gcotter@admin.usf.edu

### Hillsborough County Purchasing

John T. Fessler, Acting Director  
P.O. Box 1110  
Tampa, FL 33601  
813-272-5790 - Telephone  
813-272-6290 - Fax  
procurementservices@hillsboroughcounty.org

### Property Appraiser

601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Phone: (813) 272-6100  
FAX: (813) 272-5519  
www.hcpafl.org

### Tampa Palms Community Dev. Dist.

16311 Tampa Palms Blvd W  
Tampa, FL 33647  
Phone: (813) 977-3933  
Fax: (813) 977-6571  
www.tpoa.net

## **INSURANCE REQUIREMENTS**

### **For Goods/Services, Bids/Requests for Proposals, Awards/Contracts**

During the life of the award/contract the Awardee/Contractor shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best. **All insurance for City contracts shall be placed only with A.M. Best rated carriers duly licensed to provide insurance in the State of Florida.** All commercial general liability insurance policies (and Excess or Umbrella Liability Insurance policies, only if applicable) shall provide that the City is an additional insured as to the operations of the Awardee/Contractor under the award/contract including the additional insured endorsement, the subrogation waiver endorsement, and the Severability of Interest Provision. All insurance certificates must state the following language in the Description of Operations section of the Acord Certificate: **"The City of Tampa is additional insured with regards to the General Liability"** or by attaching an Endorsement Page to the Acord Certificate designating the City of Tampa as the additional insured. In lieu of the additional named insured requirement, if the Awardee/Contractor's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Contractor to purchase an Owners and Contractors Protective Liability policy. Such policy shall be written in the name of the City at the same limit as is required for General Liability coverage. The policy shall be evidenced on an insurance binder which must be effective from the date of issue until such time as a policy is in existence and shall be submitted to the City in the manner described below as applicable to certificates of insurance. The insurance coverages and limits required must be evidenced by a properly executed Acord 25 Certificates of Insurance form (or its equivalent). Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. City no longer requires direct notice of cancellation. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the award/contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof. All claims made insurance policies must provide the retroactive date on the proof of coverage.

Within ten working days of receipt of notification of intent to award, the successful Bidder/Proposer shall provide the City of Tampa Purchasing Department the required insurance on the Acord 25 Certificate of Insurance form (or its equivalent). Failure to furnish by the 10th working day may disqualify Bidder/Proposer as non-responsible, unless the due date is extended by the Director of Purchasing or his Designee.

The City may waive any or all of these requirements based on the specific nature of goods or services to be provided under the award/contract.

The Awardee/Contractor will be required to provide and pay for the following:

- a. **Commercial General Liability Insurance** shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. This coverage must be provided to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one-year following completion of work. The amount of Commercial General Liability Insurance shall not be less than the amount specified.

\$1,000,000 per occurrence and a \$2,000,000 general aggregate.

- b. **Automobile Liability Insurance** shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the amount specified.

(a) \$500,000 combined single limit each occurrence bodily injury & property damage.

(b) \$1,000,000 combined single limit each occurrence bodily injury & property damage.

The letter preceding the limits of coverage indicates the insurance required for the type of award based on Total Proposal Price.

(a) \$100,000 and under

(b) \$100,000 and over

- c. **Worker's Compensation and Employer's Liability Insurance** shall be provided for all employees engaged in the work under the award, in accordance with the laws of the State of Florida. The amount of the Employer's Liability Insurance shall not be less than the amount specified.

**Worker's Compensation:** Florida Statutory Requirements

**Employer's Liability:**

(a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee.

(b) \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee.

The letter preceding the limits of coverage indicates the insurance required for type of award based on Total Proposal Price.

(a) \$100,000 and under

(b) \$100,000 and over

- d. **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability, automobile, or worker's compensation insurance coverage limits.

**GENERAL CONDITIONS  
FOR BRICK STREET REPAIR SERVICES**

**1. SCOPE AND CLASSIFICATION**

**1.1 SCOPE.** This specification is a Sheltered Market Bid for the City of Tampa Certified Small Local Business Enterprises (SLBEs) and Underutilized WMBEs and describes Brick Street Repair Services for use by various Departments of the City of Tampa.

**1.2 CLASSIFICATION.** The classification shall be as contained in the technical portion of this specification listed herein below.

**2. QUALITY ASSURANCE PROVISIONS**

**2.1 TEST AND INSPECTION.** It shall be the Awardee's responsibility to perform all of the tests and inspections required by this specification, unless otherwise stated in the award. The City of Tampa reserves the right to perform any of the tests and inspection requirements where said tests and inspections are needed to further determine compliance with this specification.

**2.2 QUALITY AND QUALITY CONTROL.** A system of test and inspection shall be used to insure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately to the Director of Purchasing.

**2.3 HOLD HARMLESS.** The Awardee shall agree to release, indemnify, and hold harmless the City of Tampa from and against any and all liabilities, claims, suits, damages, charges, or expenses (including attorney's fees, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason of or as a result of any act, negligence, or omission on the part of the Awardee, its agent or employees, in the execution or performance of the obligations assumed under or incidental to, the award into which the Awardee and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees.

**3. AWARDEE LIABILITY**

**3.1 NEXT LOW BIDDER.** In the event of default by the Awardee, the City of Tampa reserves the right to utilize the next lowest Bidder as the new Awardee. In the event of this occurrence, the next lowest Bidder, if it wishes the award, shall be required to provide the bid items at the prices as contained on its proposal or bid for this specification.

**4. CONDITIONS**

**4.1 AUTHORIZATION.** All orders shall be placed via City of Tampa Purchase Orders, or as releases against a City of Tampa "Open" Purchase Order. **OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.** As relating to the Government Purchasing Council of Hillsborough County, any member may place orders as dictated by its individual entity's preference.

**4.2 FURNISHING BID ITEMS.** Award items are to be furnished on an "as needed, when needed basis" during the life of the award.

**4.3 QUALITY.** The materials to be furnished shall be currently in production and shall be of the manufacturer's standard or better quality.

**4.4 QUANTITIES.** The City shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

**4.5 ALTERNATE BIDS.** Bidders shall, as to each item, submit only one bid for the specified product or only one bid for an alternate product which the Bidder believes equal within the meaning hereof. The offer of an alternate product for any item shall, for the purpose of evaluation of bids, be construed as a refusal to bid on the product specified.

Bidders offering an alternate product shall cross out the specified product and type or print the alternate brand which was chosen for bid, the unit price and the extension or total in the same manner as if bidding upon the specified product. Failure to do so shall be construed as a bid upon the product specified.

Bidders offering an alternate product shall additionally submit the precise specifications of the alternate, all of the differences in specification, if any, between the specified product and the alternate product, and relevant sketches, blueprints or samples sufficiently accurate, complete and detailed as to enable the City to make a complete determination of the quality of the alternate. Failure to submit this information in full will constitute basis for a determination by the City that the alternate product is not equal to the product specified as a standard.

The determination as to whether any alternate product bid is or is not equal to the product specified as a standard shall be made by the City, and such determination shall be final and binding upon all Bidders.

**4.6 PENALTIES.** The City of Tampa reserves the right to increase or decrease quantities shown without penalty.

**4.7 ADDITION/DELETION.** The City of Tampa reserves the right to add to or delete any item from this bid or resulting award when deemed to be in the best interest of the City of Tampa.

**4.8 SUBSTITUTION.** The Awardee shall not substitute items for like items without the approval of the City. Any violation of such procedures may result in a possible award cancellation. All approved substitutes shall be annotated as such on the Awardee's shipping document(s).

**4.9 BID PRICES.** Bid prices shall be firm and shall not be amended after the date and time of the bid opening. Any attempt by the Awardee to amend said bid prices shall constitute default as outlined in this specification.

Prices quoted in the Proposal and Bid Response form shall include all shipping costs, shipped F.O.B. Tampa, Florida or to the facility location specified by the requestor or the purchase order.

All taxes of any kind and character payable on account of the work done and materials furnished under the award shall be paid by the Awardee and shall be deemed to have been included in the bid. The Laws of the State of Florida provide that sales tax and use taxes are payable by the Awardee upon the tangible personal property incorporated in the work and such taxes shall be paid by the Awardee and shall be deemed to have been included in the bid. The City is exempt from all state and federal sales, use, transportation and excise taxes.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

**4.10 BID EVALUATION.** The evaluation of bids and the determination as to equality of material(s)/service(s) offered shall be the responsibility of the City of Tampa and will be based on information furnished by the Bidder.

**4.11 ERROR IN BID CALCULATION.** In the event there shall be a discrepancy between the stated total bid and the corrected sum of the correct multiplication of the stated unit price and the quantity specified, the corrected sum shall be considered the bid price.

**4.12 BASIS OF AWARD.** The City of Tampa reserves the right to award this bid by division or aggregate total. To be considered lowest responsive, responsible Bidder by aggregate, the Bidder shall have to bid on all items. If award by aggregate total is not feasible, division award will prevail.

**Award Criteria/Responsibility.** The award will be made to the lowest responsive, responsible Bidder.

To determine the responsibility of the monetary Bidder, the City may request and review documentation relative to the ability of the Bidder to satisfactorily perform the work specified in a first class manner as well as documentation of its experience; the financial condition of the Bidder from a current financial report and the Bidder's credit rating; whether the Bidder has ever been declared in default of an award; the Bidder's insurability, eligibility for bonding; and any/all pertinent information deemed necessary to determine said responsibility.

**Any Bidder who is owing to the City of Tampa upon any debt, contract, or other obligation to the City, or who is a defaulter as a surety or otherwise, will not be eligible for consideration for contract award regarding this solicitation.**

An award will be made, if at all, within 120 days after opening of the bids.

The City prohibits communications initiated by the Bidder with any City official or employee prior to the time an award decision is made, except as initiated by the appropriate City official or employee in order to obtain information or clarification, and as provided for this section regarding technical questions. Communications so initiated by a Bidder shall be grounds for disqualification for consideration for award of this Invitation to Bid and subject the offending Bidder to debarment.

**4.13 AWARD PERIOD AND RENEWAL.** The award period shall be for a one-year period from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for two additional one-year periods.

**4.13.1 SUPPLEMENTAL UNILATERAL RENEWAL PERIODS.** The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Awardee prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

**4.14 NON-APPROPRIATION OF FUNDS.** In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Awardee in writing of such occurrence and the award shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

**4.15 PRICE ESCALATION/DE-ESCALATION.** The City of Tampa will allow a price escalation/de-escalation provision within this award.

The original bid prices shall be firm for a 1-year minimum period. A price escalation/de-escalation will be allowed 1 year after the beginning of the award period and at 1-year intervals thereafter, provided the Awardee notifies the City of Tampa, in writing, of the pending price escalation/de-escalation a minimum of 60 days prior to the effective date of the price escalation/de-escalation. The price escalation percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. The City of Tampa obtains this CPI Index from The Municipal Cost Index, developed exclusively by American City and County Magazine and can be found at <http://americancityandcounty.com/mciarchive/>. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.**

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Awardee has not passed the decrease on to the City of Tampa, the City reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the City of Tampa Bidders List for a period of time deemed suitable by the City. In the event of this occurrence, the City of Tampa further reserves the right to utilize any and/or all options as stated herein.

**4.16 PERFORMANCE.** The Awardee may be required to furnish evidence in writing that he or she maintains a permanent place of business and has adequate equipment, finances, personnel, and inventory to furnish the items offered satisfactorily and expeditiously, and can provide necessary services.

**4.17 INSURANCE.** During the life of the award the Awardee shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with a A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best.

The City of Tampa uses Eblix BPO to manage its insurance certificates and related documentation. Upon insurance expiration, Eblix BPO staff will notify the Awardee to request updated insurance certificate(s) and endorsement(s).

**4.18 INSPECTION.** The City of Tampa reserves the right to inspect the Bidder's place of business and equipment prior to awarding any award to determine the responsibility of said Bidder to perform or provide the requirements of the bid request.

**4.19 AWARD CHANGES.** No changes, over the award period, shall be permitted unless prior written approval is given by the Director of Purchasing and, where applicable, confirmed by resolution of the City Council of the City of Tampa.

No Awardee shall assign the award or any rights or obligations thereunder without the written consent of the City. In the event of such approved subcontracting, the Awardee agrees to provide the City with written documentation relative to the Subcontractor(s) employed in this award, including but not limited to the Subcontractor's W/MBE and Equal Employment Opportunity/Affirmative Action status.

**4.20 DEFAULT/RE-AWARD.** Any award resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Awardee upon non-performance or violation of award terms, including the failure of the Awardee to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event an award is cancelled because of the default of the Awardee, the Director of Purchasing may: (I) purchase the materials or services specified in this specification on the open market; or (II) make an award to the next lowest bidder and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

**4.21 CANCELLATION.** When deemed to be in the best interest of the City of Tampa, any awards or contracts resulting from this specification may be cancelled by the following means:

**4.21.1** 10-day written notice with cause; or

**4.21.2** 30-day written notice without cause.

**4.22 REJECTION.** The City of Tampa reserves the right to cancel, reject any and/or all bids, or to waive any irregularities and accept that bid which is the lowest and best.

**4.23 GOVERNMENT PURCHASING COUNCIL.** Hillsborough County Government Purchasing Council members may at their discretion or option, utilize this bid as they require. Estimated quantities for Hillsborough County GPC members have not been included in the Bid Response form. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this bid document.

**4.24 USE OF STATE CONTRACT, GPC, OR COOPERATIVE PURCHASING BIDS.** The City of Tampa reserves the right to utilize applicable State of Florida Contracts, GPC Bids, or those contracts of any other federal, state, or local governmental entity under the terms of a bid submitted to such entity, provided that such contract is procured in compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the City of Tampa.

**4.25 CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME).** 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 on an award/contract to provide any goods or services to a public entity, may not submit a bid on an award/contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2)(a)]

**4.26 FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection and

copying. Bidders are requested, however, to identify specifically any information contained in their bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids received in response to this Invitation to Bid become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

**4.26.1** In accordance with section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**4.26.2** In accordance with section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.

**4.27 PROCUREMENT PROTEST PROCEDURES.** A protest must be filed with the Director of the soliciting Department within five (5) business days of posting the City's intent to award and may be filed by an actual bidder or proposer, who is allegedly aggrieved in connection with the issuance of a bid solicitation, proposal solicitation or pending award of any contract in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed.

All dates and times specified in the Protest Procedures in Section 2-282 are calculated as city business days. A City business day shall mean 8:00 am to 5:00 pm Monday through Friday, with the exception of city holidays. In all instances any document required to be transmitted by a certain date must be received in the required office by 4:30 pm. An envelope which is postmarked by the required date is not sufficient. Transmittal by fax, email or other electronic means may be accepted. However, it shall be the responsibility of the party transmitting the document(s) to ensure that the document(s) were received, and the transmitting party shall bear any risk of interruption or failure in the electronic transmission.

**4.28 LAWS, CODES AND ORDINANCES.** The Successful Bidder/Proposer shall comply with all Federal, State, County and City laws, regulations, rules and regulations as applicable to this bid/proposal.

**4.29 CITY OF TAMPA ETHICS CODE.** The Bidder shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522)

Moreover, each Bidder responding to this Invitation to Bid or Request for Proposal acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. The Awardee shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid or Request for Proposal. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d))

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the web link below:  
[http://www.tampagov.net/appl\\_Message\\_Center/external.asp?strServiceID=246](http://www.tampagov.net/appl_Message_Center/external.asp?strServiceID=246)

Tampa's municipal codes are published online by the Municipal Code Corporation.

Printed copies of the Ethics Code can be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

**4.30 MINIMUM WAGE AMENDMENT.** The Awardee/Contractor shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida as of May 2, 2005.

The rate of wages for all persons employed by the Awardee/Contractor on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188) enacted August 20, 1996.

**4.31 INVOICING.** The Awardee shall furnish the City complete itemized invoices for the goods received. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this bid/proposal document on the bid response/pricing sheets. The City will not accept an aggregate invoice. As part of the award process, the City may request a sample invoice. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- Purchase order number;
- Location and dates of delivery;
- Cost of items as stated on Bid Response and extended price to reflect total cost for number of items received.

At the time of submission of its invoices, the Awardee shall submit to the CITY a report on Form MBD-30, "DMI-Payments" of all sub-contract contract amounts and payments along with any other completed reports or forms as may be required by the CITY. In the event the Awardee uses any WMBE and/or SLBE sub-contractors, the Awardee shall provide form MBD-40 "Letter of Intent" (LOI) for all WMBE and/or SLBE sub-contractors the Awardee intends to utilize.

Form MBD-30 DMI Sub-(Contractors/Consultant/Suppliers) Payments  
Form MBD-40 Letter of Intent (LOI)

**4.32 SUB-CONTRACTING SUBMITTALS.** No Awardee shall assign the award or any rights or obligations thereunder without the written consent of the City. In the event of such approved subcontracting, the Awardee agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached Schedule of Sub-Contracting forms, with bid response.

Schedule of All Sub-Contractors/Consultants/Suppliers Solicited MBD/DMI 10  
Schedule of All Sub-Contractors/Consultants/Suppliers to be Utilized MBD/DMI 20

**These forms must be submitted with all bids or proposals. Submittals that do not contain these forms will be deemed "non-responsive".**

Subcontractor shall be defined as; a business enterprise, firm, partnership, corporation, consultant or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor or manufacturer.

**4.33 PAYMENT.** Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, et. seq., the Local Prompt Payment Act. Bidders that accept Visa/Mastercard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at [accispayable@tampagov.net](mailto:accispayable@tampagov.net).

**4.34 TAMPA PORT ACCESS.** All personnel assigned to provide this service or required to deliver goods to the Port of Tampa, if applicable in this award, shall obtain a Port Pass. To obtain this port pass will require each employee to have a valid photo ID. It is the responsibility of the Awardee to obtain Port Passes before work begins or prior to delivery. Each employee shall display the identification card on outer apparel at all times when on the AWT Plant site. Any person found on the site without the required identification card will be directed to leave the site immediately. The time and cost associated with acquiring this ID shall be the Awardee's responsibility.

Documentation, pricing and other information related to the access requirements for the Port of Tampa can be found at: <http://www.tampaport.com/Port-Operations/Security>.

## **5. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT**

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa.

The successful Bidder shall comply with the following Statement of Assurance:

During the performance of this Contract, the Contractor herein assures the City, that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Contractor does not on the grounds of race, color national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment.

The Contractor understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered material breach of this Contract. Furthermore, the Contractor herein assures the City, that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

The Contractor further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this Contract. The Contractor further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5, as enacted by Ordinance No. 2008-89."

### **5.1 EQUAL OPPORTUNITY**

The City of Tampa hereby notifies all Bidders that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any award made by the City of Tampa pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, sex, or national origin. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

*For additional information contact the Minority Business Development Office at 813/274-5543 or 813/274-5512. [http://www.tampagov.net/dept\\_minority\\_business\\_development/](http://www.tampagov.net/dept_minority_business_development/)*

## **TECHNICAL SPECIFICATIONS FOR BRICK STREET REPAIR SERVICES**

### **1. SCOPE OF WORK**

This specification describes Brick Street Repair Services, which includes but is not limited to the installation and or removal of bricks, roots, asphalt and curbs in the areas delineated on and around the pavement. Large areas or complete blocks are within this scope. The sub-grade shall be leveled in accordance with the City of Tampa's Brick Pavement Restoration Detail Diagram that is included in this bid document as "Attachment A". Bricks removed shall be cleaned and re-laid to proper line and grade.

The Awardee shall furnish all labor, materials and equipment for the accomplishment of all Brick Street Repair Services as described in this specification at various locations throughout the City of Tampa as directed by a City Representative.

The work shall consist of the removal of bricks in the areas delineated on the pavement. Large areas or complete blocks are within this scope. The sub-grade shall be leveled in accordance with the City of Tampa's Brick Pavement Restoration Detail Diagram that is included in this bid document as "Attachment A". Bricks removed shall be cleaned and re-laid to proper line and grade.

### **2. BIDDER QUALIFICATIONS AND SUBMITTALS**

**2.1** Bidder shall submit with the bid the following information for at least two firms for which the Bidder has provided similar brick street repair/paver installation services detailed herein within the last two years:

- Name of Firm and Address
- Point of Contact Person including Telephone Number
- Description of Service including Start and Completion Dates (including total square footage) covered under the contract

By submitting a bid, the Bidder authorizes the City to conduct reference investigations as needed.

**2.2** Bidder shall supply with their bid submittal a list of the employees, including years of experience and any licenses, who will be assigned to perform the services detailed in this bid document.

**2.3** Bidder shall provide a list of materials and any other equipment that is to be used in the execution of the work detailed herein. This information shall be sufficient for the City to determine the suitability of the materials and equipment to accomplish the work described herein. The City reserves the right to inspect the Awardee's place of business to ensure adequacy in these aforementioned items prior to the start of the award resulting from this specification.

**2.4** Documentation that details an established in-house safety training program or procedures for employees who will be involved in the performing of the work described herein.

Bidders that do not meet these requirements and/or do not submit the above mentioned information in their bid response package shall not be considered.

### **3. MATERIALS**

Bricks shall be reused unless broken or damaged. Replacement or additional bricks will be available from the City at no material cost to the Awardee. Any transportation of broken or damaged bricks and any cleaning or transportation of replacement bricks shall be the Awardee's responsibility.

### **4. TOLERANCES**

Bricks shall be set in place and butted tight. Cracks shall be sanded and filled with clean builders sand or sand/cement mixture as determined by the Engineer and the excess removed from the surface.

**5. TESTING**

Leveling bed shall be checked with a 10-foot straight edge laid parallel to the centerline of the street and in the direction of the cross slope and all irregularities greater than 1/4 inch shall be corrected.

**6. INSPECTIONS**

The City's representative or engineer shall perform a visual inspection to verify that work is in conformance with bid specifications. Such inspection shall constitute the final inspection when all materials have been furnished, all work has been performed, and the work contemplated by location has been satisfactorily completed.

If, however, any work is found unsatisfactory, in whole or in part, the engineer shall provide the Awardee with necessary instructions as to repair or replacement and the Awardee shall comply with and execute such instructions. This repair/replacement work shall be done at no additional cost to the City.

**7. FINAL ACCEPTANCE**

When, upon completion of the final inspection, the work is found to be completed satisfactorily, including clean up, the City's engineer shall give the Awardee written notice of acceptance.

**8. METHOD OF MEASUREMENT**

The quantities to be paid for shall be measured and calculated at the time the areas to be repaired are delineated on the pavement in the field. Each location will be noted as to specific repair and area measurements to the nearest square foot.

**9. BASIS OF PAYMENT**

The quantity of brick street repair/replacement shall be paid for at the unit price per square foot included on the Bid Response Page. Payment to the Awardee will not be made until final written acceptance of the work is given by the City. The following is a list of the additional services/pay items that may be required in completing brick street repair services and will be paid at the unit prices for each service type on the Bid Response Page:

**9.1 TEMPORARY TRAFFIC STRIPING**

Special attention shall be given to all intersection markings, including signalized intersections, school crossings, and four way stops. Temporary traffic striping used by the Awardee shall be 3M Construction Grade Type Series 5710 or equivalent removable grade pavement tape and marking configurations. All markings applied shall be in accordance with the Manual on Uniform Traffic Control Devices.

**9.2 PALLETIZING OF BRICKS**

The street bricks are currently in bulk piles at the storage facility (located at 116 South 34<sup>th</sup> Street) and are usually mixed with other materials such as dirt, granite or concrete. The Awardee may be required to separate, clean and palletize these bricks. Pallets shall be made of materials to withstand the elements. Approximately 300 bricks will make a full pallet. Palletized brick shall be wrapped so they can be transported on a flatbed truck to the work site.

**9.3 INSTALL / RESET GRANITE CURB**

The Awardee may be required to reset/install granite curb to the required height. The Awardee will remove the existing granite curb, then place and compact crush concrete in the trench to a firm even surface. The granite curb must then be placed to the proper line and grade. This work shall be performed in a manner to avoid damage to the surrounding curb.

**9.4 ROOT REMOVAL**

The Awardee shall secure a tree permit from the Development Services Center, Natural Resources Division, when work will be within ten feet of a tree. Tree permit fees shall be waived. No excavation shall occur within the radius of any protected trees. All roots designated to be removed shall be severed at the perimeter of the designated

protected radius leaving a smooth, uniform section at the remaining root end to prevent root damage. The Awardee is authorized to prune roots less than two inches in diameter. Root pruning shall be performed with a chain saw, stump grinder, trencher, Dasco root pruner or equal, as approved by the City. Use of backhoe or axe to shave roots is **prohibited**. Failure to properly comply with requirements may result in sanctions as specified by Chapter 13 of the City of Tampa Municipal Code.

The Awardee may be required to remove tree roots to properly install the bricks. The City must be notified prior to the removal of any roots larger than two inches.

#### **9.5 ASPHALT REMOVAL**

The Awardee may be required to remove an asphalt patch or bricks covered with asphalt. This work would involve removing the asphalt patch and any excess material to obtain the required grade. All pavement that is removed will be neatly saw cut and removed from the work area without damaging adjacent pavement, curb, landscaping, irrigation sprinkler system, or other facilities. Any damage will be repaired by the Awardee at no additional cost to the City.

#### **9.6 REMOVAL OF EXISTING CURB**

The bid item includes the removal of existing curb to the limits necessary to properly construct the various aspects of the project. All curb that is removed shall be neatly saw cut and removed from the work area without damaging adjacent pavement, curb, landscaping, irrigation sprinkler system or other facilities. Any damage thus incurred will be remediated by the Awardee at no cost to the City. If existing pavement overlaps the curb or curb and gutter, it shall be neatly saw-cut at the face of the curb to facilitate the removal.

The quantity to be paid under this item is the length in linear feet of existing curb determined by field measurement that is removed. This item is to be used for all types of concrete curb, and curb and gutter, (excluding granite) that are encountered, including reinforced or non-reinforced concrete, and other composites that are considered to be functioning as curb and gutter. Existing curb removal shall extend to the nearest joint or such that no section of curb less than five linear feet remains, or as directed by the City.

The unit price for Existing Curb Removal includes labor, materials, special tools, equipment, excavation, backfill, hauling, disposal costs, Maintenance of Traffic, utility investigation and all incidental items necessary to accomplish the work in accordance with the Contract Documents.

#### **9.7 CONSTRUCTION OF CONCRETE CURB**

When site conditions require concrete curb construction in addition to the brick work, the City may direct construction of the concrete curb which shall conform to the requirements of Section 300 of the FDOT Roadway and Traffic Designs Standards, latest revision or as directed by the City.

Expansion joints in curb or curb and gutter shall be placed at all inlets, radius points, horizontal and vertical points of intersection and as otherwise directed by the City. They shall be located at intervals of 100 feet between other expansion joints or ends or runs.

Concrete Mix Design and Curing Compound submittal are required before commencing work under this contract. Concrete may be mixed on site for locations requiring sidewalk restoration for less than 30 linear feet (l.f.) only.

The unit price for Existing Curb Removal includes, labor materials, special tools, equipment, excavation, backfill, hauling, disposal costs, Maintenance of Traffic, utility investigation and all incidental items necessary to accomplish the work in accordance with the Contract Documents.

#### **10. CITY PERMITS**

A City of Tampa Right-of-way permit is required for work performed within the City of Tampa public right-of-way. Initial right-of-way permit fees are waived by the City. Right-of-way permits will establish the requirements for the closure related to number of lanes and/or time of day lanes or streets may be closed. The Awardee shall adhere to requirements as described in the permit(s).

A City of Tampa tree permit is required anytime a tree is located within a construction project and/or pruning and trimming is required. The City of Tampa tree permit fees will be waived by the City.

The Awardee shall be responsible for obtaining all other applicable City Permits for the project.

#### **11. MAINTENANCE OF TRAFFIC**

The Awardee shall provide a Maintenance of Traffic Plan for the work. The Awardee shall provide, install and maintain all traffic control devices, barricades, warning signs, detour signs, flagmen and any other safety devices that are necessary to protect the public and the workers as required in the FDOT Roadway and Traffic Design Standards, latest revision or as directed by the City of Tampa Permits section. Failure or neglected on the part of the Awardee to comply with this requirement may constitute contract default.

The Awardee shall observe traffic movements through the work site and inspect all traffic control devices on a regular basis to ensure that all devices are properly installed and functioning as intended.

The cost of maintaining traffic, excluding advance warning arrow panels, shall be included under the various bid items and no additional payment shall be made therefor.

#### **12. REQUIREMENTS FOR CONTROL OF THE WORK**

The Awardee shall conduct operations in such a manner that will result in the minimal inconvenience to occupants of adjacent homes and business establishments. Access to adjacent residential, public and commercial properties shall be provided at all times during work.

No site shall become idle once construction commences. Workers are expected on location for every business day until each work order is closed. Any deviation from this mandate requires prior written approval from the City.

If the City determines that the Awardee is not in compliance with these guidelines, the Awardee shall cease all layout and demolition activities at the discretion of the City and devote his personnel to restoration of the construction sites.

#### **13. PROJECT CLEAN-UP**

Clean-up on this project is extremely important and the Awardee will be responsible for keeping the construction site neat and clean with debris being removed regularly as the work progresses. The City will require all construction areas to be cleaned up prior to final acceptance for payment purposes. Site Clean-up shall be done with no additional cost to the City.

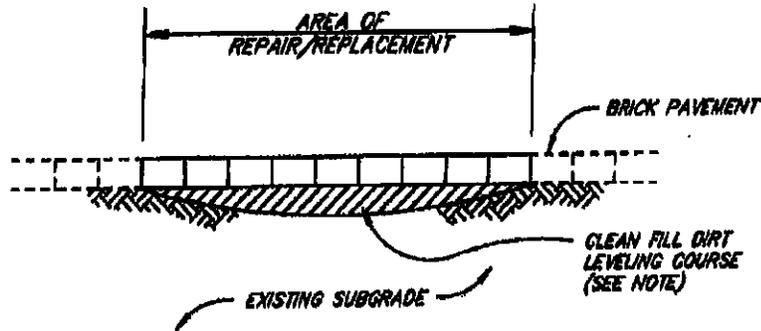
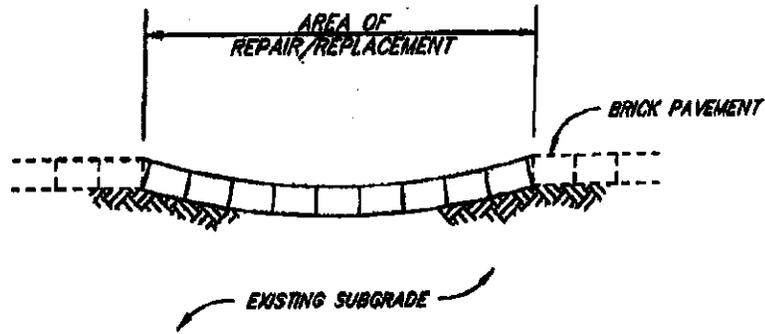
When a citizen's complaint is communicated to the Awardee by a citizen or a City representative, it shall be remedied immediately, if possible or no later than the end of the day. If extenuating circumstances dictate that other provisions are required to satisfy a citizen's complaint, the provision shall be acceptable to and approved by the citizen and the City representative.

#### **14. PROTECTION OF PROPERTY**

The Awardee shall employ all means necessary to perform this work without damaging any of the buildings, structures, or equipment that is located in or around the areas where the work is taking place. The Awardee shall be responsible for restoring any areas or items that are damaged as a result of this work.

**ATTACHMENT A – CITY OF TAMPA BRICK PAVEMENT RESTORATION DETAIL DIAGRAM**

User: pw10 Drawing Name: H:\My Documents\Acad\TRANS\022289A.dwg  
 Layout: Layout1 Date: 04, 2002 - 4:52pm



**NOTE:**  
 LEVELING BED SHALL BE CHECKED WITH A  
 10 FT. STRAIGHT EDGE LAID PARALLEL TO  
 THE CENTERLINE OF ROAD AND IN THE  
 DIRECTION OF THE CROSS SLOPE OF ROAD.  
 ALL IRREGULARITIES GREATER THAN 1/4 INCH  
 SHALL BE CORRECTED.

**CITY of TAMPA**

**BRICK PAVEMENT  
 RESTORATION DETAIL**

**DRAWN: L.Z.H.**

**DATE: 2-22-99**

**SCALE: NOT TO SCALE**

**BID RESPONSE  
FOR BRICK STREET REPAIR SERVICES**

Please Print or Type

We the undersigned, as Bidders, hereby declare that we have carefully read this proposal or bid and the provisions, terms and conditions concerning the equipment, materials, supplies or services as called for, and with full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, FOB, City Facility Location, with all transportation charges prepaid, and for the prices quoted thereon as follows.

**TOTAL COST OF HAULING AND DISPOSAL OF WASTE (PER TECHNICAL SPECIFICATIONS)**

QUANTITY (A)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE (B)	TOTAL LINE ITEM PRICE (C) = (A) X (B)
35,000	Square Foot	Brick Street Repair Services	\$ 1.50	\$ 52,500.
300	Linear Foot	Temporary Marking Tape, per Section 9.1 of Tech Specs	\$ 0.50	\$ 150.
20	Pallets	Palletized Bricks (approx. 300 bricks per pallet), per Section 9.2 of Tech Specs	\$ 40.00	\$ 800.
20	Linear Foot	Install/Reset Granite Curb, per Section 9.3 of Tech Specs	\$ 25.00	\$ 500.
200	Square Foot	Root Removal, per Section 9.4 of Tech Specs	\$ 1.00	\$ 200.
100	Square Foot	Asphalt Removal - less than or equal to 8" depth per Section 9.5 of Tech Specs	\$ 7.00	\$ 700.
100	Square Foot	Asphalt Removal, - Greater than 8" depth, per Section 9.5 of Tech Specs	\$ 3.00	\$ 300.
50	Linear Foot	Removal of Existing Concrete Curb, per Section 9.6 of Tech Specs	\$ 25.00	\$ 1,250.
50	Linear Foot	Construction of Concrete Curb - Type D, per Section 9.7 of Tech Specs	\$ 30.00	\$ 1,500.
50	Linear Foot	Construction of Concrete Curb and Gutter - Type F, per Section 9.7 of Tech Specs	\$ 30.00	\$ 1,500.

TOTAL AMOUNT OF BID: \$ 59,400.

\* MOL = More or Less

Authorized Signature: \_\_\_\_\_

*James R. [Signature]*

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

4/26/13

**Sub-Contracting Submittals required:** Forms MBD-10, MBD-20 must be submitted with the bid/proposal.

Firm Name: Joandal Maintenance Services of Brandon, LLC

Type Organization:  Individual  Small Business  Non-Profit  
 Partnership  Corporation  Joint Venture

Business is licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida:  
 Yes  No License # 130607 227435

State of Florida Corporation ID # (from Secretary of State): 76-0821164 LOG000024620

State of Florida Fictitious Name Reg. # (from Secretary of State): \_\_\_\_\_

Authorized Representative's Name: James Nandlal

Authorized Representative's Title: Manager

Address: 3008 King Phillip Way

City: Seffner State: FL Zip: 33584

Telephone No.: 813 679 7769 Fax No.: (813) 654-7675 Email: james.nandlal@msn.com

Federal I.D. #: 76-0821164 Invoice Terms: NET 30

Minority Business Status:  Black  Hispanic  Woman  Other

Is your business certified as a minority business (WMBE) or small business enterprise (SBE) with any government agency?  
 Yes  No. If yes, please list below:

Agency Name	Certification Number	Expiration Date
<u>City of Tampa</u>	<u>510</u>	<u>11/06/13</u>
_____	_____	_____
_____	_____	_____

Authorized Signature: [Signature] Date: 4/26/13



# Certification

as Small Local  
Business Enterprise

**JNandal Maintenance Services of Brandon, LLC**  
Federal Number 76-0821164

has been reviewed and identified as SLE with the City of Tampa Government

Class - Small Business Valid from 11/7/2011 to 11/6/2013 Certificate Number 510

Certification is Applicable in:  
**Construction Subcontractor**

This certification is good only for two (2) years. You are required to update your status by submitting a recertification SLEB Declaration Affidavit. However, if at any time the composition of the SLEB status of your firm changes it will be necessary to complete another Declaration Affidavit. The City of Tampa Government reserves the right to terminate or cancel this certification at anytime when it is found that the composition of the organization has changed and no longer meets the definition established for SLEB certification.

Gregory E. B. M.D. Manager  
Manatee District Development Office

**Jnandlal Maintenance Service of Brandon Qualifications and Submittals**

City of Tampa - DPW Department of Public Works

306 E Jackson St Tampa, FL 33602

Ken Holten: (813) 393 7910

Work dates: March 2010 to present

Service description: removal/installation of asphalt, removal/installation of bricks, installation of granite, installation of F-curb, installation V-curb

Approximate Square Footage: 140,000

Dallas I Corporation

10328 Main St Thonotosassa, FL 33592

Willy Shores: (813) 376 6039

Work dates: April 2010 to December 2012

Service description: installation of granite and installation of bricks.

Approximate Square Footage: 60,000

Kimmins Construction Corp

1501 E 2nd Ave Tampa FL 33605

Jay Pepper: (813) 924-0515

Work dates: October 2012 to present

Service Description: removal and installation of bricks

Approximate Square Footage: 12,000

**Jnandial Maintenance Services of Brandon, LLC Materials**

**Crush Concrete DOT approved**

**Concrete Sand DOT approved**

**Concrete Saw**

**Portland cement**

**Machinery: Bob Cat and Mini-Track Hoe, compactor**

**In-House Safety**

**Jnandlal Maintenance Services of Brandon, LLC**

US Department of Labor – Occupational Safety and Health Administration

# 002115559

James Nandlal, Michael Nandlal, George Saddleback, James Moulton and Christopher M. Carpenter

Successfully completed a 10 hour OSHA course in Construction Safety and Health on 04/27/2009.

**In addition:**

Competent Employees

Clean Housekeeping

List of safety equipment: steel toe boots, gloves, safety glasses and hard hats.

**Nandlal Maintenance Service of Brandon List of Employees**

Name	Years of Experience	License #
James Nandlal	18	Folio Number: 130607
James A. Moulton	15	
Christopher M. Carpenter	10	
Michael Nandlal	3	
George Saddlefield	3	

**Richard Radacky**

---

**From:** Celeste Gibbons-Peoples [Celeste.Gibbons-Peoples@tampagov.net]  
**Sent:** Thursday, April 17, 2014 2:45 PM  
**To:** Richard Radacky  
**Subject:** Brick Street Repair Services  
**Attachments:** DOC041714-001.pdf; SLBE Brick Street Repair Services.doc

Rick,

Per your request attached is a copy of the bid document and Jnandlal's response to the bid that was awarded to him on June 20, 2013. We are currently in the renewal process.

The City of Tampa has no problem with the City of Brooksville utilizing this contract.

If you need further assistance or additional information please contact me.

**Celeste C. "Ce Ce" Gibbons-Peoples, CPPB, FCCM**  
**Certified Procurement Analyst**  
**City of Tampa Purchasing Dept.**  
**306 E. Jackson Street, 2N**  
**Tampa, FL 33602**  
**PH. 813-274-8834 FX. 813-274-8355**  
**[celeste.gibbons-peoples@tampagov.net](mailto:celeste.gibbons-peoples@tampagov.net)**



# Attachment 4

FLORIDA FOREST SERVICE  
WITHLACOOCHEE FORESTRY CENTER  
(352) 797-4100  
(352) 797-4103 FAX



15019 BROAD STREET  
BROOKSVILLE, FLORIDA 34601

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**  
**COMMISSIONER ADAM H. PUTNAM**

---

April 28th, 2014

To whom it may concern,

On April 25<sup>th</sup>, 2014, I visited a mature live oak tree off of West Early Street in Brooksville with Richard Radacky. Over time, the mature and majestic live oak has pushed up parts of the brick road surrounding the tree. It has been suggested that something needs to be done to improve the aesthetics and condition of the road. One of the major concerns of this project is to maintain the health of the mature and majestic live oak tree located in the middle of the road. By following the below suggestions, damage to the long term health of the tree can be minimized:

- Limit root damage, especially large roots close to the tree. Anytime a trees' root system is damaged or severed it has the potential to negatively impact the tree. Root damage closer to the stem of the tree and or damage to large roots can be particularly damaging. Ideally, restrict entry of all root damaging, heavy equipment inside of the drip line of the tree and even further if possible.
- Changing the grade of the tree can cause a tree to decline in health. Avoid changing the grade around the tree where the roots grow. Adding or removing soil around a tree can cause it to decline.
- Avoid compacting soil around tree. Tree roots need oxygen and pore space to grow. Compacting soil with heavy equipment removes oxygen and pore space that trees need to grow.
- It is also important to keep in mind that tree roots can expand 2 to 3 times the width of the drip line of the tree and that most of a trees root system is located within the top 2 feet of the soil.

Sincerely,

**ADAM H. PUTNAM**  
**COMMISSIONER OF AGRICULTURE**

Justin Draft  
Hernando County Senior Forester  
ISA Certified Arborist #FL-6464A



**CORRESPONDENCE-TO-NOTE**  
**REGULAR COUNCIL MEETING – May 5, 2014**

1.    **TYPE:**                    Letter  
      **DATED:**                April 3, 2014  
      **RECEIVED FROM:**    U.S. Environmental Protection Agency  
      **ADDRESSED TO:**     T. Jennene Norman-Vacha, City Manager  
      **SUBJECT:**             Brownfields Cooperative Agreement
  
1.    **TYPE:**                    Notes  
      **RECEIVED FROM:**    Hernando High School's FAPE 22 Program Students  
      **ADDRESSED TO:**     Janice Peters, City Clerk  
      **SUBJECT:**             Arbor Day Event



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4  
ATLANTA FEDERAL CENTER  
61 FORSYTH STREET  
ATLANTA, GEORGIA 30303-8960

April 3, 2014

04-07-14 P02:04 RCVD

T. Jennene Norman-Vacha  
City Manager  
City of Brooksville  
201 Howell Avenue  
Brooksville, Florida 34601-2041

Dear Ms. Norman-Vacha:

I am writing regarding the Brownfields Cooperative Agreement #95498012-0 that was awarded to the City of Brooksville by the U.S. Environmental Protection Agency on September 20, 2012. Demand for Brownfields grant funds is high. In fact, generally only one in four applicants is successful in our national competition. As such, the EPA monitors performance of Brownfields grants regularly to ensure that these funds are being effectively utilized.

The grant terms and conditions define "sufficient progress" and include actions that may be taken for grants that do not meet this requirement, as follows:

If after 18 months from the date of award, EPA determines that the Cooperative Agreement Recipient has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA PO [Project Officer] or EPA may terminate this agreement for material non-compliance with its terms. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition grants "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement is in place within one and a half years.

As of April 1, 2014, which is more than 18 months from the award date and 18 months from the project start date of your grant, the City of Brooksville has drawn down \$78,481.97 or 20% of its \$400,000 in award funding and has not met the sufficient progress term and condition. In accordance with the terms and conditions above, please prepare and submit a corrective action plan, with a schedule and an outline of the steps you will take to demonstrate sufficient progress. Your plan should identify specific sites, anticipated actions (e.g. Phase I and II environmental site assessments, cleanup planning, community involvement activities) and time frames, as well as actions you will take to make timely draw downs and expend funds. It should cover the remaining performance period of your grant. This corrective action plan should be submitted to your EPA Project Officer, Ms. Kathleen Curry, no later than May 16, 2014. Failure to do so may result in termination of your grant. Additionally, poor performance under this grant could jeopardize your chances to receive EPA Brownfields grants in the future.

CTN  
05-05-14  
JNV

Our aim is to help you succeed and we believe this corrective action plan is a beneficial first step toward that end. If you wish to schedule a conference to discuss this please contact Ms. Curry at 404-562-8660 or [curry.kathleen@epa.gov](mailto:curry.kathleen@epa.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Cindy J. Nolan". The signature is fluid and cursive, with the first name "Cindy" and last name "Nolan" clearly distinguishable.

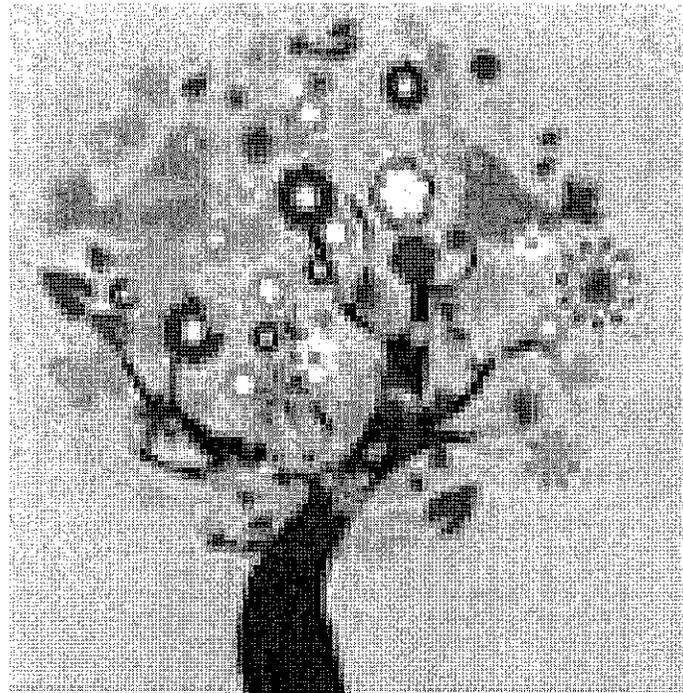
Cindy J. Nolan, Chief  
Brownfields Section  
Restoration and Underground Storage Tank Branch

Arbor Day 2014  
Thank you notes

CTN  
05.05.14  
JW



Thank you Janice  
Peters



Thank You

I appreciate you for all you  
did for Arbor Day this year.  
It was so beautiful.

Amber Hodge

*Amber  
Hodge*

THANK YOU



Dear Mrs. Peters,

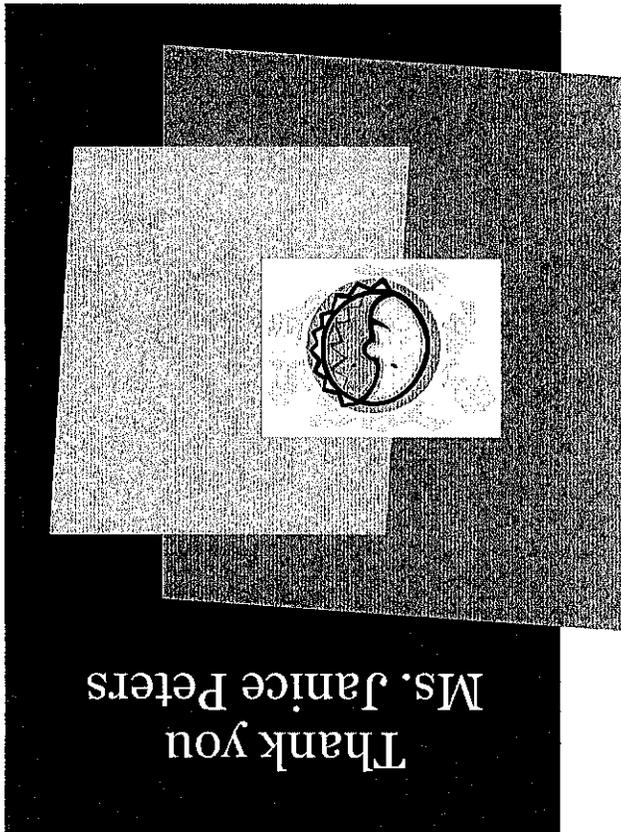
Thank you for the best Arbor  
Day ever.

From: DJ

Thank You  
Happy Arbor Day

Project looking ahead

From Codey Horn



Thank you for the Arbor  
Day celebration.

From: Holly Epley

Mrs. Peters

---

Dear Janice Peters,  
Thank you for inviting us to the  
Arbor Day celebration. I had a  
lot of fun!  
Love always,  
Kendal Chase

**Thank You**

**From Nick Smith**

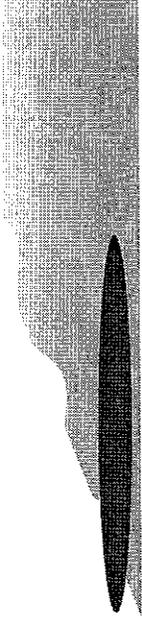
**Thank you for a great day**

**Happy Arbor Day**

**Thank You**

This year's Arbor Day was great! I enjoyed all of the activities, snacks and goodies .

Janice Peters – thank you!



Miss Mary Keff

---

Thank You



©GoodLightscraps.com

---

For the wonderful day. I  
had a lot of fun. Thank  
you, Janice Peters, for a  
great Arbor Day.

*Jeffery Carlson*

---

Thank you for the wonderful Arbor Day celebration. Thanks for all the goodies in the cups and we all had such a good time playing the games. We really appreciate all that you did.

**Janice  
Peters**

**Jennifer  
Taylor**