

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION AGENDA**

**JULY 1, 2015
WEDNESDAY, 6:30 P.M.
COUNCIL CHAMBERS**

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Replacement of K-9 Officer
- B. Discussion and Action Regarding Utilizing Red Light Camera Program to Fund Special Traffic Enforcement Efforts
- C. Discussion and Action Regarding South Santa Rosa Utility System Recommendations
- D. Discussion and Action Regarding Appointment of Robert Davies to South Santa Rosa Utility System Advisory Board
- E. Discussion and Action Regarding Replacement of Collapsed Culvert on Golf Course
- F. Discussion and Action Regarding Payment of Bay Design Invoice For Programming and Schematic Design Services at Tiger Point Golf Club
- G. Discussion and Action Regarding Acceptance of Low Pressure Sanitary Main – Highpoint Drive
- H. Discussion and Action Regarding Asbestos Survey for Peyton Office Building
- I. Discussion and Action Regarding Preparation of Request for Proposal for Workers' Compensation Third Party Claims Administration
- J. Discussion and Action Regarding Management Agreement with Private Club Associates
- K. Discussion and Action Regarding Budget Schedule for Fiscal Year 2016
- L. Discussion and Action Regarding Scheduling of "Shade" Meeting to Discuss Collective Bargaining Negotiations
- M. New Items
- N. Information Items
- O. Public Forum
- P. Adjournment

If any person decides to appeal any decisions made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based. The public is invited to comment on matters before the City Council upon seeking and receiving recognition from the Chair. If you are a person with a disability who needs accommodation in order to participate in a public hearing you are entitled to the provision of certain assistance. Please contact the City Clerk's office at (850) 934-5115 or at 1070 Shoreline Drive, Gulf Breeze at least one (1) week prior to the date of the public hearing.



City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager
From: Robert Randle, Chief of Police
Date: June 18, 2015
Subject: **Replacement of K-9 Officer**

Since K-9 Officer "Felony" retired, we have been searching for a replacement. There are two ways to replace a K-9 officer: find a young dog with the aptitude for training and then invest the time and effort into training the dog to be a K-9 officers; or, purchase a dog that is trained and only needs to spend time developing a team relationship with the handling officer.

In order to secure a replacement K-9 officer as soon as possible, that has already received the basic training, we believe purchasing a dog from a reputable certified dealer of K-9 officers is the preferred course. Escambia County Sheriff's Office purchases their dogs from Advance Canine Academy in Scottsville, Kentucky. We contacted the owner and described our need for a trained drug search K-9 that is good around children. They have one available immediately. The dog would be trained and guaranteed not to have hip dysplasia.

The need for a K-9 officer is great within our department. Traffic stops often require search of a vehicle or persons. A K-9 can conduct these searches quicker and more accurately with less impact on personal property. Without a K-9 on our staff, we must rely on another agency to provide a K-9 and then wait or proceed with a non K-9 search.

Success of a K-9 officer depends also on the handler. Officer Travis White is committed to serving as a K-9 handler.

We believe the replacement of our K-9 officer will help identify traffickers using U.S. 98 and aid in other investigations. We believe purchase of a trained dog is more efficient than acquiring a young dog with aptitude and training the dog ourselves. We would like to use Drug Forfeiture funds to make the purchase.

RECOMMENDATION:

THAT THE CITY COUNCIL AUTHORIZE THE PURCHASE OF A K-9 OFFICER FROM ADVANCE CANINE ACADEMY IN SCOTTSVILLE, KENTUCKY FOR A TOTAL COST OF \$7,500 FUNDED BY DRUG FORFEITURE FUNDS.



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

To: Edwin A. Eddy, City Manager

From: Robert Randle, Chief

Date: 6/18/2015

Subject: Special Enforcement Efforts

In prior years we have utilized funds from the Red Light Camera Program to pay staffing costs for special traffic enforcement details. They have been very successful in the past and have allowed the Police Department to focus an added presence and attention to traffic concerns. These additional details are typically positioned on the Pensacola Bay Bridge or along US 98. They can also be used to target other problem areas as the need is identified. This is the time of year where we experience the highest amount of traffic moving through the City, so it is an ideal time to implement another program of this nature. The Red Light Camera funds provide an excellent funding source for this activity, so that the additional staffing costs caused by increased traffic volumes does not affect the General Fund.

Discussing this with Department staff, I believe that we can develop a successful program this summer with available sworn personnel without affecting normal staffing requirements. To adequately fund this effort, I suggest that we set a not to exceed budget of \$20,000. There are currently sufficient reserves in the Red Light Camera Program to fund this operation prior to the next fiscal year. I strongly believe that this type of special/targeted effort is an essential element in the Department's overall traffic enforcement program and makes a positive impact to public safety.

Please contact me with any questions.

Recommendation: That the City Council authorize \$20,000 from the Red Light Camera Program to fund special traffic enforcement activities for the remainder of FY15.





City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: Thomas E. Lambert, Assistant Director of Public Services 

DATE: June 24, 2015

RE: SSRUS Board Recommendations

The following recommendations were recommended by the SSRUS Board at their June 8, 2015 meeting.

Portable Sewer Bypass Pump Purchase

The Utility budgeted \$28,000 for a portable sewer pump to serve as emergency capacity for lift stations. The pump can also be used for drainage issues. Staff advertised and bid the project.

EPA engine requirements have changed since the original budget was created causing a more expensive motor. Staff also included a requirement for a sound attenuated enclosure not in the original budget, as this pump will be used primarily in residential conditions. There is \$6,000 in savings from another capital project as well as anticipated savings in operational accounts to fund the difference.

RECOMMENDATION: City Council approve the purchase of a solids handling pump from Thompson Pump & Manufacturing at a cost of \$53,896 which includes \$2,330 for the optional automatic control panel.

Water Crew Equipment Purchase

Staff developed a list of equipment to increase productivity of water service installation and replacement. Quotes for each piece of equipment was individually quoted and reviewed. We asked for quotes from a variety of local suppliers and national distributors.

The total cost of \$14,526 is less than the budgeted \$21,000.

RECOMMENDATION: The City Council authorize the purchase of equipment with funding from the SSRUS F/Y 2014 Budget for the following:

- 1 –55P Grundomat underground piercing tool from TT Technologies fo \$3,657,**
- 1 –Grundoair 70 CFM compressor from TT Technologies for \$7,500,**
- 1 –APT 160 air paving breaker from the Tool Shack for \$899, and**
- 1 –Freedom 6' by 12' enclosed trailer from A-1 accessories for \$2,469.**



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: June 4, 2015
RE: Portable Sewer Pump Purchase

Staff advertised a bid package for the purchase of a portable sewage pump. This type pump is used as an emergency backup for the multiple lift stations the utility operates. One bid was submitted by Thompson Pump for \$53,896.00.

The original F/Y 2014 budget approved for this item was \$28,000. Unfortunately, since the original budget was created, the cost of diesel engines has increased due to EPA regulations for emission standards. Because the utility needs the pump, and the costs are not likely to decrease, staff recommends that the purchase of the pump be made. The cost above budget can be funded from reserves.

RECOMMENDATION: SSRUS Board Recommend to City Council the purchase of a solids handling pump from Thompson Pump & Manufacturing at a cost of \$53,896 which includes \$2,330 for the optional automatic control panel.

Bid Sheet

1) 4" Compressor assisted trash pump total bid cost \$51,566.00

Are all options listed included in this bid? Yes No

If No, list options not included _____

Optional Equipment not listed in bid spec:
Thompson Auto Start/Stop Control Panel: \$2,330.00

Date 6/4/2015

Company Name Thompson Pump & Manufacturing

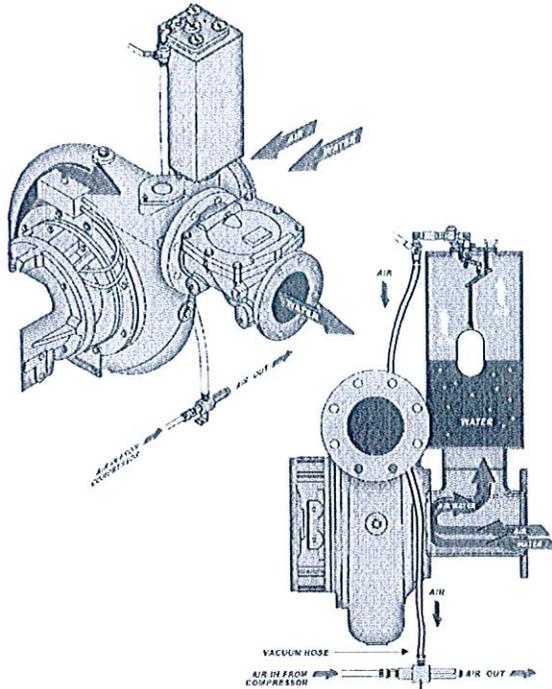
Company address 3310 Mclemore Dr Pensacola, FL 32514

Bidders Name Travis J Shaw

Bidders Title Sales Representative

Bidder's signature 

With its heavy-duty cast-iron construction, ability to dry-prime and re-prime automatically, this trailer mounted and sound attenuated end-suction centrifugal pump leads the industry in construction, industrial and mining applications. The Thompson 4JSCC-DIST-4JJ1T-MC Solids Handling Pump is designed for moderate flows to 1,500 gpm and high heads to 230 feet making it perfect for sewage bypass pumping or general construction dewatering.



Consult factory for other versions & options including site trailers, sound attenuation, etc.

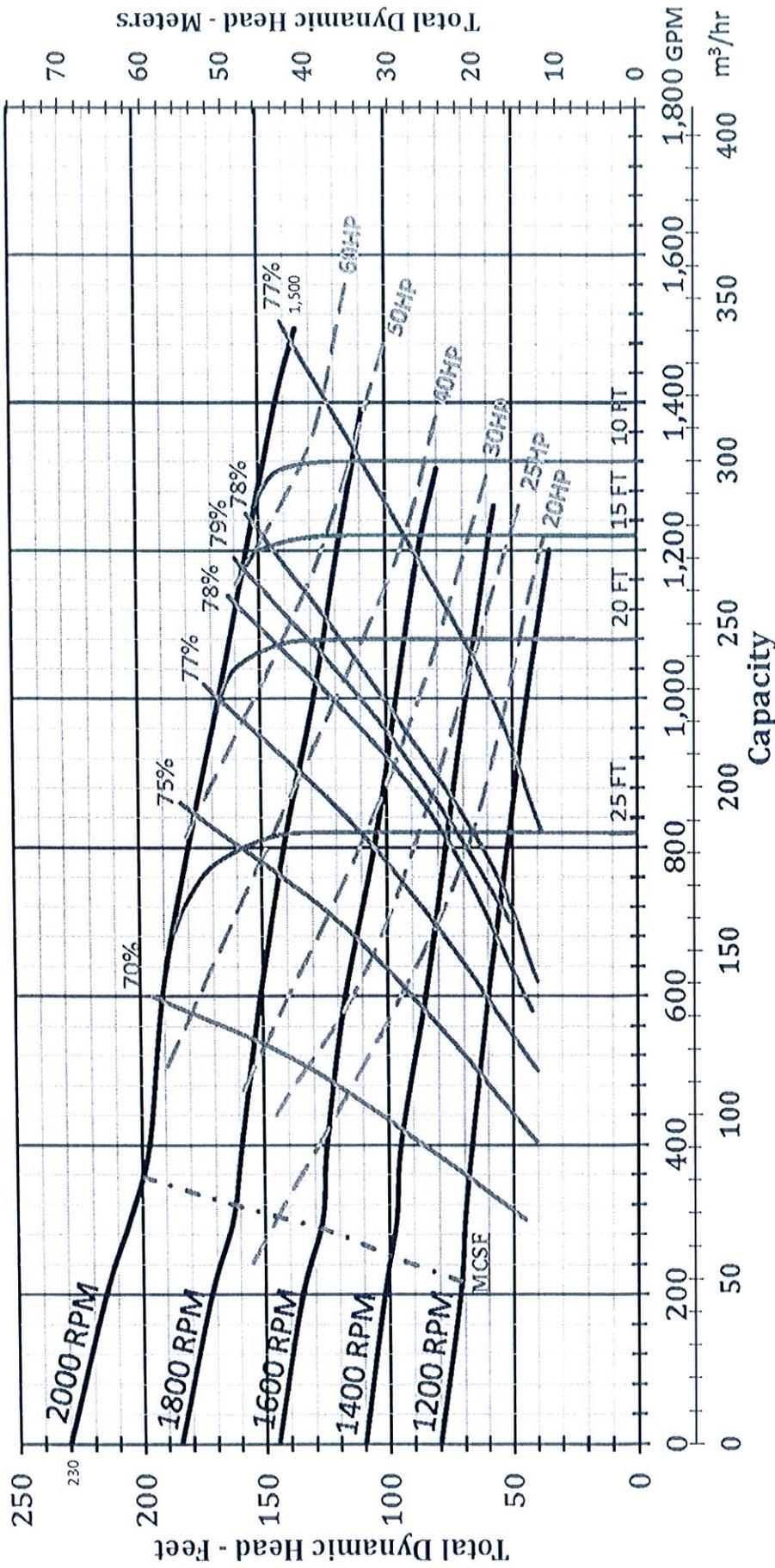
ENVIROPRIME SYSTEM® with Compressor

- Thompson's innovative priming system preventing blow-by of sewage, effluent and waste from discharging onto the ground. This system, with Thompson's compressor priming system, offers mid-range air handling capabilities for quick priming.

Materials	
Pump Casing	Heavy-duty class 30 cast-iron
Impeller	Dynamically balanced, non-clogging, enclosed, 65-45-12 ductile iron, with rear-equalizing vanes to reduce axial loading and prolong seal and bearing life; diameter 12"
Mechanical Seal	2.5" run-dry, oil or grease lubricated with Tungsten Carbide rotating and Silicon Carbide stationary seal faces. Single inside mounted, non-pusher type with self-adjusting elastomeric bellows. All other components are 304 stainless steel and viton.
Head	Rugged, back pull out design, heavy-duty class 30 cast iron with tapered bore design
Bearing & Frame	Heavy-duty grease lubricated to carry both axial and radial loads. Frame is heavy-duty class 30 cast-iron
Shaft	High quality 'stress-proof' steel and fitted with a renewable 416 stainless steel sleeve

TECHNICAL SPECIFICATIONS

Suction Size	4 in (10.16 cm)	Approximate Dry Weight	TBD
Discharge Size	4 in (10.16 cm)	Fuel Tank	100 gal (378.54 L)
Maximum Flow Capacity	1500 gpm (341 m ³ /h)	Fuel Consumption@2000rpm	3.75 gph (14.2 L/h)
Maximum Head	230 ft (70.1 m)	Best Efficiency Point	79 %
Maximum Solids Handling	3 in (7.62 cm)	Maximum Operating Times	Fuel Economy
Maximum Operating Speed	2000 rpm	26 hours @ 2000 rpm	0.376 lb/hp-hr @ 2000 rpm
Maximum Operating Temp.	200 °F (93.33 °C)	33 hours @ 1800 rpm	0.363 lb/hp-hr @ 1800 rpm
Maximum Operating Pressure	100 psi (686 kPa)	43 hours @ 1600 rpm	0.353 lb/hp-hr @ 1600 rpm



Engine Specification

Engine Model	Isuzu 4JJ1T 70 HP @ 2000 rpm	Standard Equipment	Cooled EGR, Wastegate Turbocharger, emission control device, alternator, radiator
Type	EPA Final Tier 4, In-Line, 4-Cycle, Turbocharged, high-pressure common-rail diesel	Automatic Shutdowns	Low lube oil pressure; high water temperature

Specifications and illustrations are subject to revision without notice and without incurring any obligation for previous or subsequent equipment sold. Thompson Pump (ISO 9001:2008) makes no representation regarding the completeness or accuracy of this information and is not liable for any direct or indirect damages arising from or relating to this information or its use. Capacity & Head are shown for comparative purposes. Consult Thompson factory for exact capabilities.

**SPECIFICATIONS FOR
4 inch X 4 inch Compressor-Assisted, Horizontal,
Trailer Mounted Trash Pump**

• **GENERAL DESCRIPTION**

The unit shall be a 4 inch x 4 inch compressor-assisted horizontal sewage pump driven by a water-cooled diesel engine. The pump shall be fully automatic, self-priming from dry conditions and capable of handling moderate volumes of air, water, and solids. Pump unit shall include a sound attenuation enclosure covering both the engine and pump for noise abatement.

- o The complete pump package shall be manufactured in a plant that is registered to ISO 9001:2008 and a copy of the Certificate shall be provided with the bid submittal. Failure to provide the Certificate shall result in automatic disqualification.
- o The pump shall be designated and manufactured in conformance with CPB / AEM standards.

• **CENTRIFUGAL PUMP**

- o The centrifugal pump shall be a horizontal end suction solids handling centrifugal type.
- o The pump casing shall be constructed of high grade class 30 cast iron with a minimum pressure rating of 100psi.
- o Pump casing shall contain a cleanout cover for removing debris from the impeller without disturbing the suction or discharge piping.
- o The pump casing shall be constructed so that the suction

MEETS SPECIFICATIONS

Yes

No

Flow path is in axial alignment with the impeller eye. There shall be no turns, chambers, obstructions or straightening vanes between the suction line and the impeller.

- o The impeller shall be a high efficiency non-clog type, 2-vane, enclosed design with full front and rear shrouds, containing back pump out vanes, constructed of high grade 65-45-12 ductile iron and capable of passing a 3" spherical solid. Open type impellers and impellers that contain balancing holes shall not be considered.
- o Pump seal shall be an inside-mounted, self-cleaning John Crane type 2 component style mechanical seal with tungsten carbide rotating and silicon carbide stationary faces with Viton elastomers and stainless steel spring and hardware. Outside mounted seals and seals that use the same material for both the rotating and stationary seal faces which are prone to heat checking shall not be considered.
- o The seal chamber shall include a tapered bore design to remove solids and abrasive material away from the seal area and purge air and gas pockets. Straight bore designs that are prone to vapor buildup and clogging shall not be considered.
- o An oil reservoir shall be provided for automatically circulating lubricant to the seal faces permitting indefinite dry running.
- o Shaft shall be constructed of modified SAE1144 stress proof alloy steel, machined and polished to transmit full drive output. Shaft shall be tapered for maximum strength.
- o Bearing frame shall be constructed of class 30 cast iron.
- o Bearings shall be of sufficient size to withstand the radial and axial thrust loads incurred during service. Bearings shall have a minimum L-10 bearing life of 100,000 hours. Bearings

Shall be grease lubricated.

- o Centrifugal pump shall be capable of delivering a maximum flow of 1450 USGPM.
- o Centrifugal pump shall be capable of generating a closed discharge valve (shutoff) head of no less than 160 feet at 2200 rpm.
- o Pump shall be capable of handling suction pressures up to 100 psi.
- o Centrifugal pump shall be capable of handling up to 3" diameter non-compressible spherical solids.
- o The pump inlet shall be equipped with a 4 inch MNPT fitting.
- o The pump outlet shall be equipped with a 4 inch ANSI 125-lb. Flange.



No

- **DIESEL ENGINE**

- o The engine shall be a four cylinder four cycle water-cooled turbo charged, Tier IV diesel engine.
- o The engine shall drive the pump via an elastomeric torsion drive coupling.
- o The engine shall have an industrial type battery with 175-amp hour rating and minimum 990 cold-cranking amps, with 175 amp reserve, mounted in a lockable frame.
- o A 12-volt starter and alternator charging system shall be provided.
- o Engine shall have a hospital grade silencer muffler with a rain cap.
- o Engine shall have an electronic type governor.
- o Engine shall have variable speed throttle control.

- o Engine shall have safety shutdown switches for low oil pressure and high water temperature.
- o An instrument panel shall be provided in the enclosure and mounted on rubber isolators.
- o Instrument panel shall contain the following instrumentation and controls: key switch, tachometer, hour meter, oil pressure gauge, water temperature gauge, charge indicator lamp.



No

- **PRIMING SYSTEM**

- o The priming system shall be fully automatic eliminating the need to pre-fill the pump casing with water to achieve initial prime.
- o An air separation chamber shall be provided to prevent any carryover of the pumping fluid through the ejector and onto the ground. Units not meeting this requirement shall not be considered.
- o An air separation chamber shall contain a single float assembly mounted on a steel plate, which can be easily removed as a unit without special tools.
- o The air separation chamber shall not include any screens which can clog creating a maintenance nuisance and cause the priming system to fail.
- o The compressor shall be an industrial version pressure-lubricated type. Splash-lubricated compressors shall not be considered.
- o The compressor shall contain a pressure relief valve for overpressure protection.
- o The priming system shall contain an in-line serviceable Discharge 45° flapper style non-return valve which can be readily cleaned and repaired without having to disconnect

The discharge piping. Ball type discharge check valves will not be accepted.

- o The venturi shall be constructed of bronze and be of modular design allowing for replacement of individual components. The Venturi shall be remote mounted on the frame for ease of removal and inspection.
- o The priming system shall incorporate a manual valve to permit the pump to operate under positive suction head conditions.
- o The priming system shall be capable of automatically priming the pump with a 28-foot static suction lift with no water in the pump or suction piping.
- o Priming systems that incorporate vacuum pumps or Mechanical diaphragm priming systems will not be Considered.

Yes

No

- **MOUNTING FRAME**

- o The complete power unit shall be mounted on a combination frame/single wall fuel tank constructed of tubular steel, with a fuel capacity of 50 US gallons.
- o The frame shall incorporate an integral lifting bail capable of lifting the entire unit.
- o Fuel tank shall have two clean-out ports located at opposite ends of the tank.
- o Fuel tank shall have a removable basket strainer mounted in the fill port and a lockable cap.

Yes

No

- **TRAILER**

- o The complete pump set shall be factory mounted on a highway trailer meeting NHTSA, DOT Part 571 standards 08,

119 and 120.

- o Trailer shall include the following:
 - Single 5,200 lb. capacity removable axle with leaf spring suspension and electric brakes
 - Two ST225/75R15-D tires.
 - Removable tongue assembly with 3" adjustable Lunette eye hitch and safety chains.
 - Removable steel diamond plate fenders.
 - Lashing rings.
 - One top wind swivel 5,000 lbs. capacity 15" retractable height tongue-mounted jack stand.
 - Two front and two rear stabilizing stands.
 - DOT light package including stop, turn, tail and side Marker lights, and license bracket.

Yes

No

- **SOUND ENCLOSURE**

- o The entire unit including the pump and engine shall be completely enclosed in a lockable enclosure. Units not meeting this requirement shall not be considered.
- o The enclosure shall reduce operating noise below 70 dBA measured at 7 meters @ full speed (EPA Standard 40CFR204 is 76 dBA @ 7 meters). Units not meeting this requirement shall not be considered.
- o The enclosure shall be constructed with a modular galvanized steel frame and 2" thick reinforced galvanized panels. Fiberglass or plastic enclosures shall not be considered.
- o The individual panels shall be constructed of a sandwich construction of an 18-gauge solid galvanized outer shell, 2" thick 8lb density mineral wool fill encapsulated in a 1-mil

Polyester moisture barrier, damping sheet and 22-gauge perforated galvanized steel inner liner. Unprotected open-cell foams with Adhesive-style mounting systems shall not be considered.

- o The enclosure shall contain lockable-hinged doors; to allow unrestricted access to all compartments for servicing without having to disassemble and remove panels. The enclosure shall contain a modular lift off panel on top. Enclosures that must be disassembled in order to facilitate routine maintenance shall not be considered.
- o The enclosure shall contain rear doors that can be opened and permit complete access to the pump and priming system for routine maintenance without having to disconnect the suction or discharge piping.
- o The enclosure shall be fully detachable as a single unit to facilitate major repairs such as replacing the engine or pump.
- o The enclosure shall utilize powder coating instead of other Paint applications.

Yes No

• **PAINTING**

A minimum 5-mil thick layer of epoxy coated primer shall be applied to the entire pump set prior to the finish coat. A minimum 5-mil thick layer of TPM Industrial Acrylic Enamel Paint shall be applied over the primer coat.

Yes No

• **WARRANTY**

The manufacturer of the pumping unit shall warrant for a period of one year from the date of delivery that the entire unit and all equipment therein shall be free from defects in Design, material, and workmanship.

Yes No

- **MANUALS**

Two complete sets of operation and maintenance manuals, stored inside a rainproof document box, shall be furnished With the unit.

Yes No

- **TESTING**

The complete pump set shall be factory tested according to ANSI/HI1.6 1994 by a certified quality technician. The pump shall be sound tested according to ISO 3744, ANSI/HI9.4 and CPB Sound Level Measurement Standard. A test report shall be submitted to the Customer prior to acceptance.

Yes No



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Vernon L. Prather, Director of Public Services *V.L.P.*
DATE: June 05, 2015
RE: Purchase of Water Crew Equipment

The F/Y 2014 South Santa Rosa Utility System Budget provided funding of \$21,500 for the purchase of water crew equipment. These funds have been carried over to F/Y 2015.

Staff recommends the purchase of the following equipment to assist repair work on the water system:

- Underground piercing tool to enable boring underneath paved surfaces to install up to 1" diameter water services
- 70 Cubic Feet per Minute (CFM) compressor
- Air Powered Paving Breaker
- 6'X12' enclosed trailer to store and transport the equipment

Staff solicited quotes for an underground piercing tool (Mole) which are listed below:

Port City Pipe- ¼ turn reverse mole-	\$4,498.20
Vermeer- VPT250 Hammerhead mole-	\$3,901.18
TT Technologies- 55P Grundomat-	\$3,657.00

Staff reviewed air compressors to determine appropriate sized compressor and solicited quotes for a compressor capable of producing 70 cubic feet per minute which are listed below:

Grainger- Vanair 70 CFM model-	\$8,613.05
Knapheide Truck Equipment Co. - Bullet 2 70 CFM model-	\$7,800.00
Florida Powertrain & Hydraulics, Inc. - Bullet 2, 70 CFM model-	\$7,647.00
TT Technologies- Grundair 70 CFM model-	\$7,500.00

Staff solicited quotes for a 60 pound Air Powered Paving Breaker which are listed below:

Grainger- Ingersoll-Rand-	\$1,502.80
United Rentals- Sull-Air MPB-60A-	\$935.29
Tool Shack- APT 160-	\$899.99

Staff solicited quotes for a 6'X12' enclosed trailer which are listed below:

Coastal Dealer Services- 6'X12' Diamond Cargo-	\$2,650.00
Elite Trailers INC- 6'X12' Elite-	\$2,597.00
A-1 Accessories- 6'X12' Freedom-	\$2,469.95

Recommendation: SSRUS Board recommend that the City Council authorize the purchase of equipment with funding from the SSRUS F/Y2014 Budget for the following:

- **1- 55P Grundomat underground piercing tool from TT Technologies for \$3,657.00,**
- **1- Grundoair 70 CFM compressor from TT Technologies for \$7,500.00,**
- **1- APT 160 Air paving Breaker from Tool Shack for \$899.99**
- **1- Freedom 6'X12' enclosed trailer from A-1 accessories for \$2,469.95.**

The combined cost of this equipment totals \$14,526.94

PORT CITY PIPE, INC.
 P.O. BOX 850356 36685
 921 DYKES ROAD SOUTH 36608
 MOBILE, AL
 US

Voice: 251-633-6921
 Fax: 251-607-0358

QUOTATION

Quote Number: 05192015-DCS
 Quote Date: May 19, 2015
 Page: 1

Quoted To: CITY OF GULF BREEZE P.O. BOX 640 GULF BREEZE, FL 32562

Customer ID	Good Thru	Payment Terms	Sales Rep
GULF BREEZE	6/18/15	Net 30 Days	CORY

Quantity	Item	Description	Unit Price	Amount
1.00		2" MOLE KIT 1/4 TURN REVERSE	4,498.20	4,498.20
1.00		*****OR WE HAVE A*****		
1.00		2" MOLE KIT 7 TURN SCREW REVERSE	3,081.12	3,081.12
			Subtotal	7,579.32
			Sales Tax	
			Freight	100.00
			TOTAL	7,679.32



Vermeer Southeast Sales & Service, Inc.
 6691 Mobile Highway
 Pensacola, FL 32526

Quote

Customer

Name **Gulf Breeze Utilities**
 Address 1070 Shoreline DR
 City Gulf Breeze State FL ZIP 32526
 Attention Luis Gomez

Misc

Date 3/26/2014
 Order No.
 Rep Mickey Northcutt
 FOB Pensacola FL

Qty	Description	Unit Price	TOTAL
1	Vermeer VPT250 Hammerhead Mole w/ Replaceable Head	\$3,295.00	\$ 3,295.00
1	208267-001 3/4 X 50FT Air Supply Hose	\$273.37	\$ 273.37
1	296273-113 Mole Olier	\$318.49	\$ 318.49
1	Gallon Mole Oil -	\$ 14.32	\$ 14.32

New 2- year Warranty

SubTotal \$ 3,901.18

Shipping

N/A

TOTAL \$3,901.18

Payment Other

Comments

Name _____
 CC # _____
 Expires _____

Tax Rate(s)

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. DEALER MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature _____



2020 East New York St., Aurora, IL60502
 Phone (630)851-8200 OR (800)533-2078
 Fax: (630)851-8299
 www.tttechnologies.com
 E-mail: info@tttechnologies.com

PIPE BURSTING • PIPE RAMMING • HORIZONTAL BORING • DIRECTIONAL DRILLING

April 28, 2015

Mr. Thomas Hall
 City of Gulf Breeze
 1070 Shoreline Dr
 Gulf Breeze, FL 32561

Dear Thomas:

It is a pleasure to quote you on the following underground piercing tool products. The GRUNDOMAT boring tool product line is number one worldwide and you are looking at the best tool on the market. Please consider the following:

(1) 70769-20	55P (2.00") GRUNDOMAT Basic Package	\$3,557.00
(1) 70769-26	65P (2.50) GRUNDOMAT Basic Package	\$4,650.00
(1) GrundoAir 70	Air Compressor, 70 CFM	\$7,200.00

- GRUNDOMAT[®] is the only boring tool with a Spring Loaded Reciprocating Head
- GRUNDOMAT[®] tools are the highest quality and most productive tool on the market today
- GRUNDOMAT[®] is the lowest cost per foot tool on the market today
- GRUNDOMAT[®] tools have a longer life cycle and higher productivity
- GRUNDOMAT[®] is the most accurate tool on the market (less re-shoots)
- GRUNDOMAT[®] product and technical support is the best in world

THE BASIC PACKAGE INCLUDES:

- (1) GRUNDOMAT Boring Tool, (1) 50' Double Braided Air Supply Hose with Quick Connect Fittings, (1) Lubricator, (1) Magnetic Starting Level, (1) Gallon RD99 GRUNDO-OIL and (1) Operator & Parts Manual.

Freight per tool package \$100.00
 Freight Per Air Compressor \$300.00

Accessories:

(1) 70704-21	Air Hose Pulling eye	\$80.00
(1) 08642337	Pulling grip 1" to 1 1/2"	\$183.00

All prices quoted above are F.O.B. Aurora, Illinois and all items are in stock for immediate shipment. The prices quoted above shall remain in effect for sixty (60) days, and do not include taxes. Enclosed you will find our Terms and Conditions of Sale for your review.

If you have any questions, please feel free to call me at (800)533-2078. Thank you for giving us this opportunity to be of service to you.

Best Regards,
Frank Fresneda
 Frank Fresneda
 Florida Regional Manager

/mb
 cc: C.J. Brahler, M. Patton, F. Fresneda
 enclosure(s)

ONLY OUR STANDARD WARRANTY APPLIES TO PRODUCT SUBJECT TO THE TERMS AND CONDITIONS ATTACHED.
 ALL CONTRACTS ARE SUBJECT TO APPROVAL BY AN OFFICER OF THE COMPANY.
 QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE.



Quotation

GRAINGER Inc.
4180 L B McLeod Rd.
Orlando, FL 32811

Customer Information
CITY OF GULF BREEZE
1170 CIRCLE LANE
GULF BREEZE FL 32562-0000

Billing Information
CITY OF GULF BREEZE
PO BOX 640
GULF BREEZE FL 32562-0640

Shipping Information
CITY OF GULF BREEZE
1170 CIRCLE LANE
GULF BREEZE FL 32562-0000

Information

Grainger Quote Number	2022890020
Validity Start Date	01/14/2015
Validity End Date	01/31/2015
Creation Date	01/14/2015
Grainger EIN Number	36-1150280
PO #	QUOTE
PO Create Date	
PO Release #	
Customer Number	831890405
Department Number	
Project/Job Number	
Requisitioner Name	
Attention	
Caller	HARROLD HATCHER
Telephone Number	8509345108
Page	1 / 2

Freight Forwarder

We will deliver according to the following terms and conditions:

IncoTerms® 2010: FOB ORIGIN
 Freight Terms: Prepaid
 Carrier:
 Payment Terms: Net 30 days after invoice date

Special Instructions: SCS/TLC

Item	Material	Description	Quantity	Unit	Price	Total in USD
10	4TZW3	Portable Air Compressor,25 HP,Kohler Mfg Brand Name: VANAIR Manufacturer Part No 050216-001	1.00	EA	8,613.05	8,613.05
Sub Total						8,613.05
Total USD						\$ 8,613.05



Harrold Hatcher <hhatcher@gulfbreezefl.gov>

Bullet 2 quote

1 message

Jason Collins <jcollins@knapheide.com>
To: "hhatcher@gulfbreezefl.gov" <hhatcher@gulfbreezefl.gov>

Wed, Jan 14, 2015 at 9:56 AM

Bullet 2 \$7,800.00 and will come with a wheel kit....

Otherwise if u don't want the kit then take \$250.00 off the price..... also there is a 2 week lead time on this unit.

If u are needing something quicker, and don't mind having a new DEMO.... We have a demo instock and can ship in a couple days. I can save u \$400 off the \$7800 make it ----- (\$7400) for the demo with the wheel kit, and it will carry a NEW SALES WARRANTY!!!

Please let me know which way u may want to go and I can get it going for u sir.

Have a nice day!

Jason Collins | Retail Sales
Knapheide Truck Equipment Company Midsouth | 2800 Powell Ave S | Birmingham | AL |
35233-2829
Phone: 1-205-326-3636 | Direct: 1-205-909-1404 | Fax: 1-205-326-3645 |
www.birmingham.knapheide.com

FLORIDA POWERTRAIN & HYDRAULICS, INC.

P.O. BOX 6307 2265 W BEAVER ST.
(904) 354-5691 (800) 741-0603 FAX (904) 354-8346
JACKSONVILLE, FL 32236-6307

4455 DARDANELLE DR.
(407) 291-1441 (800) 226-0002 FAX (407) 578-7455
ORLANDO, FL 32808-3850

7310 N W 45th ST.
(305) 592-8612 (866) 592-8612 FAX (305) 477-7012
MIAMI, FL 33166

6501 ADAMO DR.
(813) 623-6713 (800) 771-6713 FAX (813) 621-1741
TAMPA, FL 33619-3498

www.floridapowertrain.com

S
O
L
D

T
O

9999
CASH SALES
GULF BREEZE
HAROLD HATCHER

S
H
I
P

T
O

CASH SALES
JACKSONVILLE, ORLANDO, TAMPA,

CUSTOMER ORD. NO			SHIP VIA	TERMS	ORDER REC'D BY	SALESMAN
8509345136			QUOTE	Cash/Cert Ck	SHANNON3	House Account
ORD	B/O	SHIP	PART NUMBER	DESCRIPTION	NET PRICE	AMOUNT
1		1	20136	BULLET 2 COMPRESSOR	7195.00	7195.00
1		1	2-3 WKS OUT			
1		1	61726	WHEEL KIT	177.00	177.00
				Inbound Freight	275.00	275.00
			2DAYS DELV FREIGHT TRUCK			
			EST ON COST			
				THANK YOU FOR YOUR BUSINESS		
					SUB TOTAL	7,647.00
					SALES TAX	535.29
					TOTAL QUOTE AMT	8,182.29

ALL RETURNED MERCHANDISE MUST BE ACCOMPANIED BY THIS INVOICE. ALL SPECIAL ORDERS ARE NON-RETURNABLE. 15% RESTOCKING CHARGE ON ALL MERCHANDISE RETURNED AFTER 5 DAYS. ACCOUNTS OVER 60 DAYS PAST DUE WILL BE PLACED ON C.O.D. NOTE: 30 DAYS AFTER INVOICE DATE 1 1/2 % WILL BE CHARGED. THIS IS AN ANNUAL PERCENTAGE RATE OF 18%.

QUOTE



2020 East New York St., Aurora, IL60502
 Phone (630)851-8200 OR (800)533-2078
 Fax: (630)851-8299
 www.tttechnologies.com
 E-mail: info@tttechnologies.com

PIPE BURSTING • PIPE RAMMING • HORIZONTAL BORING • DIRECTIONAL DRILLING

April 28, 2015

Mr. Thomas Hall
 City of Gulf Breeze
 1070 Shoreline Dr
 Gulf Breeze, FL 32561

Dear Thomas:

It is a pleasure to quote you on the following underground piercing tool products. The GRUNDOMAT boring tool product line is number one worldwide and you are looking at the best tool on the market. Please consider the following:

(1) 70769-20	55P (2.00") GRUNDOMAT Basic Package	\$3,557.00
(1) 70769-26	65P (2.50) GRUNDOMAT Basic Package	\$4,650.00
(1) GrundoAir 70	Air Compressor, 70 CFM	\$7,200.00

- GRUNDOMAT[®] is the only boring tool with a Spring Loaded Reciprocating Head
- GRUNDOMAT[®] tools are the highest quality and most productive tool on the market today
- GRUNDOMAT[®] is the lowest cost per foot tool on the market today
- GRUNDOMAT[®] tools have a longer life cycle and higher productivity
- GRUNDOMAT[®] is the most accurate tool on the market (less re-shoots)
- GRUNDOMAT[®] product and technical support is the best in world

THE BASIC PACKAGE INCLUDES:

(1) GRUNDOMAT Boring Tool, (1) 50' Double Braided Air Supply Hose with Quick Connect Fittings, (1) Lubricator, (1) Magnetic Starting Level, (1) Gallon RD99 GRUNDO-OIL and (1) Operator & Parts Manual.

Freight per tool package \$100.00
 Freight Per Air Compressor \$300.00

Accessories:

(1) 70704-21	Air Hose Pulling eye	\$80.00
(1) 08642337	Pulling grip 1" to 1 1/2"	\$183.00

All prices quoted above are F.O.B. Aurora, Illinois and all items are in stock for immediate shipment. The prices quoted above shall remain in effect for sixty (60) days, and do not include taxes. Enclosed you will find our Terms and Conditions of Sale for your review.

If you have any questions, please feel free to call me at (800)533-2078. Thank you for giving us this opportunity to be of service to you.

Best Regards,

Frank Fresneda

Frank Fresneda
 Florida Regional Manager

/mb

cc: C.J. Brahler, M. Patton, F. Fresneda
 enclosure(s)

ONLY OUR STANDARD WARRANTY APPLIES TO PRODUCT SUBJECT TO THE TERMS AND CONDITIONS ATTACHED.
 ALL CONTRACTS ARE SUBJECT TO APPROVAL BY AN OFFICER OF THE COMPANY.
 QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE.



Pneumatics > Pneumatic Tools > Diggers, Paving Breakers and Jackhammers > Air Paving Breaker, 1250 BPM, 70.0 CFM

Print Email

[Back to Product Family](#)



Air Paving Breaker, 1250 BPM, 70.0 CFM INGERSOLL-RAND

Your Price 👤
\$1,502.80 / each
 List Price \$1,758.00 / each

• Delivery and tax only
 Add to cart for quantity

Quantity

Shipping Pickup

Expected to arrive **Wed, Apr 29**

SKU: 32563

This item is approved for an organization's Custom Catalog

Item # 3JD98

Mfr. Model # MK50A

ONSITE # 27131504

Drawing Page # 3549

Shipping Weight 75.9 lbs

Country of Origin Taiwan
 Note: This item is priced by the item's lowest applicable unit price. For more information, please refer to the [Product Information](#) page.
 © 2015 Ingersoll Rand

Technical Specs

Air Paving Breaker	3/4" NPT
3D Part #	341
1.18 x 3"	27-1/2"
5.5 4"	T Grip
2.1 15"	Latch
700	Spring Load 1.4 kN
30 psi	



BRANCH G53
 3193 WEST NINE MILE ROAD
 SUITE "A"
 PENSACOLA FL 32534
 850-430-1815



EQUIPMENT SALE
 QUOTE

128553694

Job Site

CITY OF GULF BREEZE
 1070 SHORELINE DR
 GULF BREEZE FL 32561-4702

Office: 850-934-5100 Cell: 850-565-0186

Customer #	: 1250696
Quote Date	: 05/21/15
UR Job Loc	: CONFINED SPACE TRAIN
UR Job #	: 2
Customer Job ID:	
P.O. #	: QUOTE
Ordered By	: DANNY HALL
Written By	: JUSTIN HALL
Salesperson	: JUSTIN HALL

CITY OF GULF BREEZE
 ATTN ACCTS PAYABLE
 1070 SHORELINE
 GULF BREEZE FL 32562

**This is not an invoice
 Please do not pay from this document**

Qty	Equipment #	Price	Amount
1	1101570 CC: 110-1570 BREAKER PAVEMENT AIR 60# ***Sull-air MPB-60A 1-1/4" Shank***	935.29	935.29
		Sub-total:	935.29
		Estimated Total:	935.29

Customer is hereby notified that United Rentals has assigned its rights (but not its obligations) in the agreement to sell all or any of the used equipment described herein to United Rentals Exchange, LLC., a qualified intermediary, as part of a Section 1031 like-kind exchange program.

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.



Thomas Hall <thall@gulfbreezefl.gov>

Jack hammer quote

1 message

Joe Jorquez <joe.thetoolshack@gmail.com>
To: thall@gulfbreezefl.gov

Tue, May 19, 2015 at 3:40 PM

Mr Hall,

I can get two different brands of hammer, **Tamco** 60 POUND 70 CFM for \$1109.00 or **APT Hammers** 160 for \$899.99 or the 160A (ergonomic handle) for \$1140.00. Shipping is included on all prices. I think the APT hammers are going to be your best bet. Thanks for the opportunity to provide this quote.

Regards,

Joe Jorquez

Solutions Expert
(850)426-2115 mobile phone
joe.thetoolshack@gmail.com



Sales – Service – Rental

Two locations to serve you:

Gulf Breeze

4370 Gulf Breeze Pkwy
Gulf Breeze, FL 32563
850-934-1700 phone
850-934-1780 fax

Pensacola

1528 Gulf Beach Hwy
Pensacola, FL 32507
850-455-2001 phone
850-457-8149 fax

www.TheToolShack.com



Thomas Hall <thall@gulfbreezefl.gov>

Diamond Cargo trailer quote

1 message

adam musick <adamleemusick@gmail.com>
To: thall@gulfbreezefl.gov

Mon, May 18, 2015 at 8:21 AM

Good morning sir,

As we discussed on the phone I do have 4 identical trailers out front that I believe will work for you. However, this is our busy time of year so I would like to put your name on one soon as they are disappearing pretty quickly!

The 6x12 single axles come standard with:
32" side door
full size rear ramp door
LED light package
eco trail tires
full box tubing for wall studs and crossmembers.
HD frame.
.024 aluminum skin on outside
5 yrs mfr warranty.

These are normally \$2,850.00 but we have kicked them back to \$2,650.00 until the end of the month. I believe you guys are tax exempt but just incase we have to do the tax /tag the total will be \$2923.75 .

Thanks again for the phone call this morning , we appreciate the return business. Let me know if you have any other questions or If I can help in any way.

Adam Musick
Coastal Dealer Services
850-791-6614

Invoice Number

42729

Quote

Invoice Date: 4/28/2015

PO Number:

A-1 ACCESSORIES

700 Hwy. 29 South
CANTONMENT, FL 32533

Sold By: RL

Terms: NET 10TH

(850) 968-4400

Fax(850) 937-0792

Tag Number:

Bill To

Ship To

Quote

CITY OF GULF BREEZE
1070 SHORELINE DR
GULF BREEZE, FL 32562
(850) 934-5100

Customer ID: 9345100

Contact:

Part Number	Mfg	Description	Unit Price	Qty	Extended
6X12SA	FRE	TRAILER 6X12 FREEDOM	\$2,469.95	1.00	\$2,469.95
All trailer lights working properly____ Trailer coupler size and vehicle ball size verified____ Verified proper tire pressure____ Lugs nuts checked for tightness____ Trailer owner's manual has been supplied to customer (if applicable)____ Salesperson____ Customer____					

We are looking forward to having you as a valued customer.

6X12 SINGLE AXLE TRAILER, SIDE DOOR, RAMP DOOR, 6'6"
INTERIOR HEIGHT, DOME LIGHT W/ WALL SWITCH, ROOF VENT,
SPRING ASSIST RAMP DOOR W/ RAMP FLAP, LED LIGHTING, 5 YR
STRUCTURAL WARRANTY.

Sub Total:	\$2,469.95
Total:	\$2,469.95
Balance Due:	\$2,469.95

Electrical parts cannot be returned. Auto Vent Shade, EGR, Lund, Wade & Stampede is covered under warranty for 90 days from date of purchase. After 90 days the manufacturer will be responsible for the warranty. NO RETURNS ON TRANSFER TANKS or PUMPS NO RETURNS ON SPECIAL ORDER PARTS MFG WARRANTY DOES NOT COVER LABOR FOR REPLACING PARTS

Date Printed: 4/28/2015

Time Printed: 3:20:27PM

Customer Signature

Date



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Vernon L. Prather, Director of Public Services *V.L.P.*

DATE: June 19, 2015

RE: Appointment of Mr. Robert Davies to South Santa Rosa Utility System Advisory Board

The South Santa Rosa Utility System Advisory Board (SSRUS) currently has a vacancy due to the departure of Dr. Snyder. City staff requested input of potential candidates from the SSRUS Board members and Mr. Robert Davies was suggested by Board Member Tom Naile.

Staff has contacted Mr. Davies and he is willing to serve in this capacity. He has provided a brief resume of his work experience, education, and community involvement.

Recommendation: City Council appoint Mr. Robert Davies to the SSRUS Advisory Board.

Vitae for
Robert A. Davies

1110 Tiger Trace Blvd.
Gulf Breeze, Florida 32563
Home: (850) 934-3969 Cell: (850) 206-4787
email: rdavies1124@hotmail.com

EDUCATION:

Masters of Science in Management

Troy State University
Troy, Alabama
June 1992

Bachelors of Science; Industrial Technology, Engineering Oriented with a Minor in Management

University of West Florida
Pensacola, Florida
April 1984

PROFESSIONAL EXPERIENCE:

- 4/13-Present **Oak Ridge Gun Range Gulf Breeze**
Gulf Breeze, Florida
General Manager
- 7/05-4/13 **Pav'R Construction Inc.**
Pensacola, Florida
Estimator and Sales
- 3/99-4/05 **Elysium Power Solutions**
Gulf Breeze, Florida
Project Manager/Manager of Technical Sales
- 2/97-3/99 **Troy State University**
Ft. Walton Beach, Florida
Area Coordinator

COMMUNITY ACTIVITIES:

Vice President Tiger Point Park Board, Facilities Manager Tiger Point Park, Gulf Breeze Optimist Club, Gulf Breeze and Fort Walton Beach Chamber of Commerce, Youth Sports Coach, President Parish Council St. Anns Catholic Church, Habitat for Humanity Volunteer

Have lived in Gulf Breeze Community since 1969.

REFERENCES Available upon request

- **Sec. 19-351. - Terms of office; composition; removal from office; vacancies.**

(a)

The mayor shall be a permanent member of the South Santa Rosa Utility System Board. All other members of the board shall serve at the will of and may be removed at any time by the city council. The city councilmember shall serve as a member of the board for a term of two years or until such time as the councilmember no longer holds office or is removed from the board by the city council, whichever shall first occur. If a councilmember's term to the South Santa Rosa Utility System Board expires, and the councilmember maintains his position on the city council, the councilmember shall continue to serve on the South Santa Rosa Utility System Board until a successor councilmember is appointed.

(b)

Initially, at least one-half of all members of the board, excluding the mayor, shall be appointed for a one-year term and the remaining members of the board, excluding the mayor, shall be appointed for a two-year term. All appointments thereafter shall be for two-year terms.

(c)

Any council-made appointments required to fill vacancies shall be for the unexpired portion of the term. There shall be no limitation upon the number of consecutive terms that may be served by a board member. Members of the board, except the mayor, may be removed by the city council at any time, including during their term of office.

(d)

Members of the South Santa Rosa Utility System Board shall either (1) reside within the city or (2) be a customer of the South Santa Rosa Utility System Board and reside within either the city or in the territory serviced by or franchised to the South Santa Rosa Utility System. It is the intent of the city that a majority of the board be customers of the South Santa Rosa Utility System who reside in the city or in the territory serviced by or franchised to the South Santa Rosa Utility System. The city council shall endeavor to make appointments to the board such that a majority of the board will be customers of the South Santa Rosa Utility System who reside in the city or in the territory serviced by or franchised to the South Santa Rosa Utility System.

(e)

With exception of the mayor, the city council shall consider the removal of any board member who has three or more unexcused absences from meetings of the board within a one-year period.

(Ord. No. 3-94, § 1, 4-4-94)

- **Sec. 19-352. - Compensation; reimbursement for expenses.**



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Vernon L. Prather, Director of Public Services 

DATE: June 25, 2015

RE: Replacement of collapsed culvert on Golf Course

Tiger Point Golf Club has numerous water features which provide both desirable aesthetic values, as well as proper drainage and retention of stormwater. A culvert located on the South end of the property and just North of the Laguna Court cul-de-sac serves as a crossing on the designated cart path and as water level control device for the adjacent pond to the West.

The existing pipe is constructed of 30" corrugated metal pipe (CMP) which has failed causing erosion and washout atop the culvert and extending into the designated cart path. Though this part of the course (Back Nine) is not open for play, the resulting conditions expose persons utilizing this path to hazards which are of an unacceptable level of exposure.

City staff developed a scope of work (attached) and solicited quotes for the removal and replacement of the damaged culvert with 36" High Density Polyethylene (HDPE) pipe and are listed below:

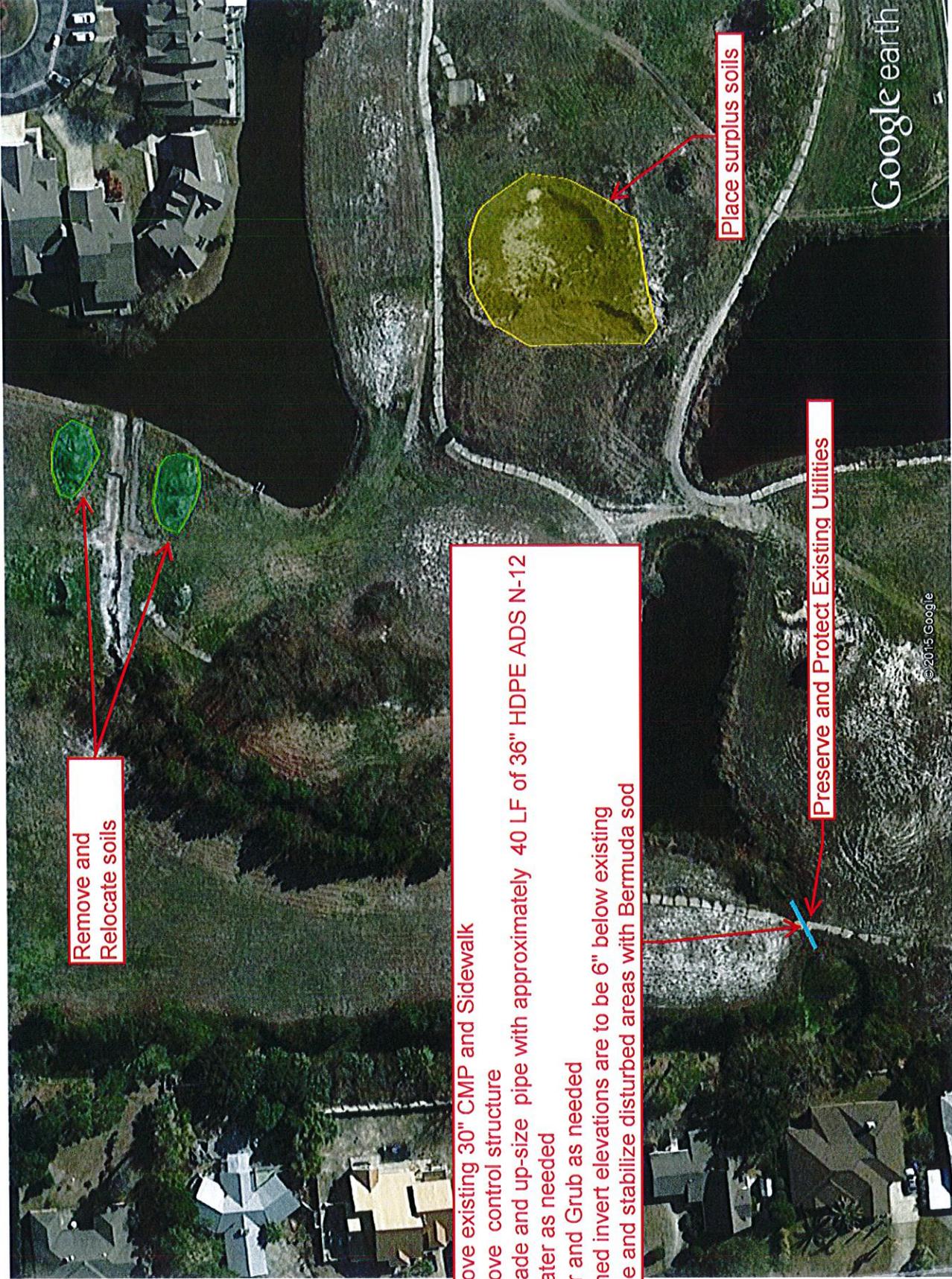
- Utility Services – \$10,719.40
- Brown Construction – \$12,745.09
- Warrington Utility and Excavating - \$24,300.00

Recommendation: City Council authorize Utility Services Co. to remove the existing damaged CMP and Control structure and construct a replacement structure with 36" ADS HDPE N-12 for a Lump Sum cost of \$10,719.40.

Tiger Point Golf Club culvert pipe replacement



Project Location



Remove and Relocate soils

- Remove existing 30" CMP and Sidewalk
- Remove control structure
- Upgrade and up-size pipe with approximately 40 LF of 36" HDPE ADS N-12
- Dewater as needed
- Clear and Grub as needed
- planned invert elevations are to be 6" below existing
- Grade and stabilize disturbed areas with Bermuda sod

Place surplus soils

Preserve and Protect Existing Utilities



Request For Bid

Item	Description	Unit	QTY	Unit Price	Total
001	36" HDPE	LF	40		
002	Remove existing CMP, Sidewalk, Misc. Concrete	LS	1		
003	Stabilization (Bermuda)	LS	1		
004	Relocate soils next to swale cut from lionsgate	LS	1		
005	Dewatering if needed	LS	1		
006	Clearing and Grubbing as Needed	LS	1		
Grand Total					



UTILITY SERVICE CO.

LIONSGATE

JUNE 18, 2015

Request For Bid					
Item	Description	Unit	QTY	Unit Price	Total
001	36" HDPE	LF	40	<i>99.36</i>	<i>3974.40</i>
002	Remove existing CMP, Sidewalk, Misc. Concrete	LS	1	<i>1244.00</i>	<i>1244.00</i>
003	Stabilization (Bermuda)	LS	1	<i>1375.00</i>	<i>1375.00</i>
004	Relocate soils next to swale cut from lionsgate	LS	1	<i>1250.00</i>	<i>1250.00</i>
005	Dewatering if needed	LS	1	<i>2875.00</i>	<i>2875.00</i>
006	Clearing and Grubbing as Needed	LS	1	<i>1.00</i>	<i>1.00</i>
Grand Total					<i>10,119.40</i>

*SIGNED,
Chris TRD*



Since 1995
Certified General &
Underground Utility Contractors
CGC045510 CUC056748 AL44998



Ben Love
City of Gulf Breeze

June 22, 2015

Re: **Tiger Point Golf Club Culvert Replacement**

We are please to provide our price for the following scope of work on the above referenced project.

<u>Storm Drainage</u>						
000	Mobilization	1	LS	\$	1,200.00	\$ 1,200.00
001	36" HDPE Pipe	40	LF	\$	81.57	\$ 3,262.80
002	Remove Existing CMP, Sidewalk, Misc Conc	1	LS	\$	2,312.50	\$ 2,312.50
003	Stabilization	1	LS	\$	1,648.29	\$ 1,648.29
004	Relocate Soils Next to Swale Cut From LG	1	LS	\$	1,821.50	\$ 1,821.50
006	Clearing and Grubbing as Needed	1	LS	\$	1,000.00	\$ 1,000.00
					Total Storm Drainage...	\$ 11,245.09
005	Dewatering (If Needed)	1	LS	\$	1,500.00	\$ 1,500.00

Notes:

- 1 Items not specifically noted are excluded.
- 2 Mobilization includes items such as moving equipment to the site, spotting utilities, etc. not associated with specific items.
- 3 36 " ADS pipe will be cut to fit in existing location as needed. Line items will be billed complete regardless of final length <40'.
- 4 Only concrete in conflict with piping repairs will be removed. All other sidewalk to remain.
- 5 Removal & Replacement of Unsuitable Bedding and Backfill Material is excluded. Bedding and Backfill material to be insitu / existing material unless otherwise noted in scope above.
- 6 Stabilization includes immediate area of pipe repair. 100 SY of Bermuda Sod are included in this items. Condition of existing ground cover do not warrant sod restoration in general. Seed and mulch will be provided to other areas disturbed by traffic to and from the project location and transfer of soils to stockpile.
- 7 Haul off of excess spoil is excluded. Spoil to be transferred to stockpile area indicated on sat view.
- 8 Scope and Price based on information in email by Ben Love.
- 9 Erosion Control is not noted and is excluded.
- 10 Dewatering does not appear to be necessary and stall only be billed if needed for pipe installation.
- 11 Clearing and grubbing is limited to immediate area required for the removal and replacement of the piping.

Thank you for the opportunity to quote this work. Should you have any questions or need further information, please do not hesitate to call.

Sincerely,

GABE JACKSON
Estimator/Project Manager
10200 Cove Ave | Pensacola, FL 32534
850.473.9039 office | 850.473.9063 fax
gabe@thebrownconstruction.com



8401 Untreiner Ave.
Pensacola, FL 32534

Telephone: 850-476-2280
Fax: 850-476-2283
Email: wuediggers@bellsouth.net

Underground Utility: CUC1224889
Fire Main: FPC11-000045

Bid Name: Tiger Point Golf Club Pipe Replacement

6/22/2015

	Description	Quantity	Unit	Unit Price	Amount
1	36" HDPE	40	lf	\$ 80.00	\$ 3,200.00
2	Remove existing CMP, Sidewalk & misc. concrete	1	ls	\$ 3,800.00	\$ 3,800.00
3	Stabilization (Bermuda)	1	ls	\$ 5,000.00	\$ 5,000.00
4	Relocate soils next to swale cut from lionsgate	1	ls	\$ 7,500.00	\$ 7,500.00
5	Dewatering if needed	1	ls	\$ 2,800.00	\$ 2,800.00
6	Clearing & grubbing as needed	1	ls	\$ 2,000.00	\$ 2,000.00
	Grand Total				\$ 24,300.00

Please note price does not include the following:

- ** Any bond
- ** Any removal and/or replacing of unsuitable materials or moisture sensitive
- ** Any fee's (i.e. permits, tie-in, impact, layout, etc.)
- ** Any trucking of contaminated water or fee's for pumping in sanitary sewer system

Please note the following:

- ** Anything not specifically stated in this proposal is excluded
- ** Price will be held for 30 days
- ** We are not responsible for utilities damaged by other companies/contractors (i.e. utilities already approved/installed)
- ** If project start or finish is delayed due to circumstances beyond our control, we reserve the right to modify our prices for any labor, equipment or material price increases
- ** Price subject to change due to any unforeseen circumstance, any utilities encountered that need altering, and/or any material inflation cost
- ** All utilities stop 5' from building & tie in by others

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 6/25/2015

Subject: Bay Design Invoice

Enclosed please find an invoice from Bay Design Associates Architects (Bay Design) for programming and schematic design services related to the Tiger Point Club House. This engagement was authorized by the City Council in February 2014 based on the results of an RFQ process. This work was undertaken between March 2014 and September 2014. In August 2014 the City Council authorized Bay Design to prepare construction documents for the pro-shop renovation. This work never began. Things were subsequently placed on hold in November as the City considered its options.

Bay Design never invoiced the City for the programming and schematic design services and held its invoice in abeyance while the City evaluated the future course for Tiger Point. Now that we have received PCA's report and it appears that no further work will be required from Bay Design, they have submitted their invoice for the work completed. I recommend that it be paid.

I have also enclosed the contract related to the preliminary design work. Should you have any questions, please do not hesitate to contact me.

Recommended motion: That the City Council approve payment to Bay Design in the amount of \$19,247.00 for programming and schematic design services.

Enclosures



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: Recommendation of an Architect for the Tiger Point Clubhouse/Pro Shop Renovation Project

DATE: February 14, 2014

Following the publication of a Request for Qualifications for a three week period ending February 7, 2014, the City received responses from two architectural firms.

Towne + Architects, P.A.

Located in Pensacola, Towne + Architects was established in 2005. Their stated primary focus is institutional buildings... municipal buildings, hospitals and schools. They list the City of Pensacola, Escambia and Walton Counties and Covenant Hospices among their local clients. Recent projects include the expansion of the Pensacola Downtown Library, the Escambia County Wedgewood Community Center and the Training/Emergency Operations Center for Gulf Power.

Towne proposes to use Futch Design, Inc. of New Orleans, Louisiana, relative to their expertise in professional food service facility design. Formed in 1966, Futch offers services to hospitality, education, healthcare and correctional institutions. Their list of relevant projects includes country clubs and restaurants located almost exclusively in the New Orleans area. The one exception being the Camellia Grill in Destin, Florida.

Bay Design Associates Architects

Also located in Pensacola, Bay Design was established in 1992. Bay Design cites their expertise in the design of new hospitality facilities including hotels and restaurants as well extensive experience in commercial renovation projects in the hospitality and non-hospitality areas. Recent relevant projects include Duh on Pensacola's 9th Avenue as well as Cordova Commons and the Hilton Garden Inn Hotel and Meeting/Banquet Facility on Airport Boulevard.

Evaluation

Although two responses does not represent the interest we had hoped for, we have evidence that one respondent, Bay Design, has the ability to serve the City's needs at Tiger Point. Their hospitality related experience is first hand and local. Their portfolio contains numerous, successful projects of similar scope.

Since 2010, Bay Design has designed several City projects... the softball and football concession facilities, the tennis court restrooms and most significantly the New Community Center. Each of these facilities represent a very successful project that was completed with it's allocated budget.

Recommendation

That Council direct staff to negotiate a contract with Bay Design Associates, Inc. for the design and construction management of the renovation of the Tiger Point Main Clubhouse and satellite Pro Shop building.



Bay Design Associates Architects, P.L.
 720 Bayfront Pkwy Ste 200
 Pensacola, FL 32502-6203

Invoice

Invoice #: 2576-A-1.0
 Invoice Date: 15 June 2015
 P.O. Number:

Bill To:
 City of Gulf Breeze
 1070 Shoreline Drive
 Gulf Breeze, FL 32561
 attn: Mr. Edwin Eddy, City Manager

Club House - Renovations & Additions
 PROGRAMMING AND SCHEMATIC DESIGN
 Tiger Point Country Club
 1255 Country Club Road
 Gulf Breeze, FL

Description	scheduled amount	previous invoice	Current invoice Amount
Fee Arrangement			
<u>Fixed Sum</u>			
BASIC SERVICES:			
Programming and Schematic Design* \$19,247.00	\$19,247.00	\$0.00	\$19,247.00
Design Development Not Included (to be determined)			
Construction Documents Not Included (to be determined)			
Bidding and Award Not Included (to be determined)			
Contract Administration Not Included (to be determined)			
Total Basic Services \$19,247.00			
* Fee calc: \$1,101,465 (excluding Pro-Shop @8.75% @20%)			
Total			\$19,247.00
Payments/Credits			\$0.00
Balance Due			\$19,247.00



Agreement for the Provisions of Limited Professional Consultant Services

Date 4 March 2014

Architect of Record (AR)

Bay Design Associates Architects, P.L.
720 Bayfront Parkway, Suite 200
Pensacola, FL 32502

Client

City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

Project Name and Location

Club House - Renovations & Additions
PROGRAMMING AND SCHEMATIC DESIGN
Tiger Point Country Club
1255 Country Club Road
Gulf Breeze, FL

Architects Project Number

2576-B

Fee Arrangement

Fixed Sum

BASIC SERVICES:

Programming and Schematic Design *	\$19,247.00
Design Development	Not Included (to be determined)
Construction Documents	Not Included (to be determined)
Bidding and Award	Not Included (to be determined)
Contract Administration	Not Included (to be determined)
Total Basic Services	\$19,247.00

* Fee calc: \$1,101,465 (excluding Pro-Shop @8.75% @20%)

Project Scope

Renovations and additions to existing Club House building & Site and Parking Lot Improvements.

Terms and Conditions

The Architect of Record (AR) shall perform the Services outlined in this Agreement for the stated fee agreement.

Retainer (not applicable)

Scope of Basic Programming and Schematic Design Services

Prepare-develop programming information and subsequently prepare-develop proposed Renovation-Addition plan options addressing programming information and alternatives. Services shall include the following:

- AR, in conjunction with the Client, and Client's Consultant(s), shall identify and confirm the Client's objectives for the Project, including such elements as image, efficiencies, functionality, cost and schedule.
- The AR shall identify and evaluate the constraints and opportunities that will have an impact on the existing or proposed facility, such as governmental requirements, financial resources, location, access, visibility and building services.
- Information Gathering: The AR shall compile and review existing Project-related documentation, including the following:
 - Available reports on existing facilities, site surveys, construction documents, and other Client documents, including existing program material, if any.
 - Relevant government documents such as applicable codes and ordinances
 - Applicable non-governmental building and planning standards
 - Relevant historical documents and archival materials
- The AR shall conduct a walkthrough of the Client's existing facilities with the appropriate personnel, such as facility manager, and
 - Prepare, as appropriate, a space inventory of existing spaces, equipment and furnishings, (complete/confirm as-built documentation)
 - Identify traffic and circulation patterns, use levels and general adequacy of spaces to accommodate the users, and
 - Prepare a graphic illustration of the existing space utilization, identifying space requirements and relationships for, furniture, equipment, operating procedures, security requirements and communications.
- Based on the information gathered, the AR shall develop performance and design alternatives for the proposed renovations and additions.
- AR shall prepare design graphics and data (schedules, phasing, probable construction costs, etc.) as necessary for presentation to Client, including 'City Council Workshops'. Such design graphics will include developing a Site Plan and Floor Plan and will illustrate the scale and relationships of the project components as a plan drawing.
- AR shall coordinate and meet with Client representatives in Finalizing program requirements and Project Scope for use as Defined Project Scope for Final Design and Construction

~~The Construction Document phase will set forth, in detail, the plans and specifications for the project suitable for permitting. Additionally AR will provide electronic or hard copy files to Client or Client's designated vendor consultant(s). Additionally AR services will include submittals to jurisdictional authorities for plan reviews~~

~~In the *Bidding and Award* phase, the AR will assist the Client in procuring, evaluating and validating bids that are received. If required, the AR will assist the Client in establishing a qualified list of bidders. AR shall prepare addenda to the plans and specifications as required during this phase.~~

~~In the *Construction Administration* phase the AR shall review shop drawing submittals, make written interpretation of the Contract Documents, prepare change orders, and make periodic visits to the project site. The periodic visits shall be conducted to determine the level of completion of the project for certification of Contractor Pay Requests, and for compliance with the construction documents. At the completion of the project the AR shall prepare a Certificate of Substantial Completion.~~

Exclusions (Services not included in Basic Programming and Schematic Design Services)

1. Design Development -Construction Documents-Bidding & Award
2. Contract Administration
3. Geotechnical Services (soil borings)
4. Surveying (boundary and topographic)
5. Phase I environmental surveys
6. Regulatory agency permitting and application fees; Utility Fees, Tap Fees
7. Sprinkler design fabrication drawings and hydraulic calculations.
8. Landscaping and irrigation design
9. Interior design (furniture and equipment selections)

Reimbursable Expense

1. Printing/reproduction costs for permitting and bidding
2. All regulatory fees paid on behalf of the Client

Access to Site

Unless otherwise stated the AR will have access to the site for activities necessary for the performance of Services; the AR will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Invoicing and Payments

Invoices will be submitted monthly for services performed and reimbursable expenses incurred, and are due when rendered, unless otherwise agreed upon. Invoice shall be considered PAST DUE if not paid within 30 calendar days after the invoice date, and the AR may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the Service. A service charge will be assessed at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the invoice date, the Client shall pay cost of collection, including reasonable attorney's fees.

Indemnification

In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the AR, its officers, directors, employees, and sub-consultants (collectively, AR) against all damages, liabilities or costs including

reasonable attorneys' fee and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the AR.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and the AR, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the AR's liability to the Client, for any and all claims, injuries, losses, expenses, damages or claim for expenses arising out of this agreement, from any cause or causes, shall not exceed the greater amount of \$25,000.00 or the amount of the AR's fee (whichever is greater), or other amount agreed upon when added under Special Conditions or Additional Services. Such causes include, but are not limited to, the AR's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Mediation

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of AR's services, the AR may proceed in accordance with applicable law to comply with lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration. The parties shall share the mediator's fees and any filing fees equally.

Changes in Services

Changes in services of the AR, including services required of the ARs Consultants, may be accomplished after execution of the Agreement, if mutually agreed to in writing, without invalidating the Agreement. In the absence of a mutual agreement in writing, the AR shall notify the Client prior to performing such services. If the Client deems that all or part of such change in services is NOT required, the Client shall give prompt written notice to the AR, and the AR shall have no obligation to provide those services.

Hidden Conditions

A condition is hidden if concealed by existing features or is not capable of investigation by reasonable visual observation. If AR has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such condition and, if necessary, all costs necessary to correct said condition. If (1) Client fails to authorize such investigation or correction after due notification, or (2) the AR has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the AR shall not be responsible for the existing condition nor any resulting damages to persons or property.

Ownership of Documents

All documents produced by AR under this agreement shall remain the property of the AR and may not be used by the Client for any other endeavor without written consent of the AR.

Termination of Services

Either party may terminate this agreement upon 10 day written notice should the other fail to perform his/her obligations hereunder. In the event of termination, the Client shall pay AR for all services, rendered to date of termination, and all reimbursable expenses, and reimbursable termination expenses.

Jobsite Safety

Neither the professional activities of the AR, nor the presence of the AR and his or her employees and consultants at a construction/project site, shall relieve the General Contractor of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequencing, techniques, or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any and all regulatory agencies. The AR or his or her personnel have no authority to exercise any control over any construction contractor or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's agreement with the General Contractor. The Client also agrees the Client, the AR and the AR's consultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

Applicable Law

Unless otherwise specified, the laws of the State of Florida shall govern this agreement.

Offered by (AR)

Accepted by (Client)

(signature & date)

(signature & date)

George D. Williams, Manager

(printed name & title)

End of Agreement





City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: June 24, 2015
RE: Low Pressure Main Acceptance – Highpoint Drive

A handwritten signature in black ink, appearing to be "TEL", is written over the "FROM:" line of the memo.

The City received a request to accept for ownership a private low pressure sewer main on public right of way. The main was installed for a single residence and was not turned over to the City for maintenance. The owner of the main has asked that the City accept the forcemain in exchange for one sewer impact fee credit (\$5,200), which is a lost opportunity cost only. The acceptance of the main allows the City to connect up to 25 more customers who would pay impact fees and monthly charges.

Normally the City would not compensate a party for the installation of infrastructure, but in this case the liability of a privately owned forcemain on Highpoint Drive makes the minimal cost acceptable. Highpoint Drive has a very narrow right of way, concrete water pipes and other access issues. The delay to responding to this main break could have major impacts to City infrastructure.

RECOMMENDATION: The City Council accept the private low pressure sewer main on Highpoint Drive for ownership, operation and maintenance in exchange for one sewer impact fee credit to the current owner.

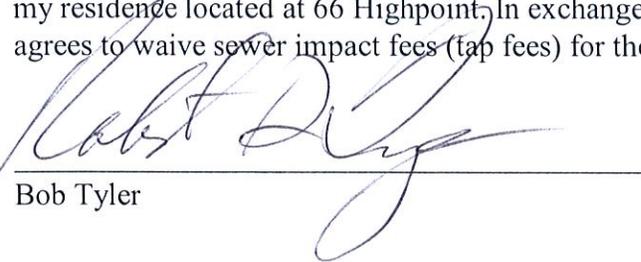
April 22, 2015

Mr. Thomas Lambert,
Assistance to the Director
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32561

RE: Transfer of Force Main- Highpoint Drive

Dear Thomas

This letter serves as transfer of ownership of the two (2) inch sewer force main installed to serve my residence located at 66 Highpoint. In exchange for the receipt of the sewer force main, City agrees to waive sewer impact fees (tap fees) for the house constructed at 68 Highpoint Drive.



Bob Tyler

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 6/25/2015

Subject: Asbestos Survey

In preparation to demolish the Peyton Office Building, the City should determine whether the building has any asbestos containing materials. Under Florida law, this requires a survey/inspection of the building be performed by a licensed asbestos consultant. Obviously, the presence or absence of asbestos will have a significant impact on the methods needed to demolish the Peyton Office Building. Accordingly, it makes sense to perform the survey and include the results in the RFP for the demolition so respondents can accurately prepare their proposals.

In this area there are two licensed asbestos consultants. Both firms were contacted and proposals solicited. Those proposals are enclosed and summarized below:

Vendor	Cost	Samples	Deliverables
PSI	\$1,400.00	30	10 days
Barksdale	\$1,260.00	45	15 days

The work contained in both proposals is similar and complies with applicable regulation. Both firms are using polarized light microscopy to determine asbestos content of sampled materials. As referenced above, both firms are licensed and qualified to do this work. Barksdale is testing 40 samples as compared to PSI's proposal of 30 sampled. This is an approximate 13% difference in cost between the two proposals. On that basis, I recommend that the proposal from Barksdale be accepted. Should you have any questions, please do not hesitate to contact me.

Recommendation: That the City Council accept the proposal from Barksdale Associates of Pensacola, Florida to conduct an asbestos survey of the Peyton Office Building at a cost of \$1,260.00 all in accordance with their proposal dated June 10, 2015 and to fund said expense from the CRA.

Enclosures



Curt Carver <ccarver@gulfbreezefl.gov>

summary of Florida state and federal asbestos renovation and demolition regulations

1 message

Melton, Carol <Carol.Melton@dep.state.fl.us>
To: "ccarver@gulfbreezefl.gov" <ccarver@gulfbreezefl.gov>
Cc: "Curle, Mary Beth" <Mary.Beth.Curle@dep.state.fl.us>

Tue, Jun 2, 2015 at 2:54 PM

Mr. Carver,

I enjoyed our telephone conversation today; and appreciate your efforts to comply with environmental regulations. As briefly discussed, The Florida Department of Business and Professional Regulation licenses the consultants in Florida and provide an online search at <https://www.myfloridalicense.com/wl11.asp?mode=0&SID=> . This allows one to search by a name or by License Type, License Category – Asbestos Contractors and Consultants.

Per your request, the following is a summary of Florida state and federal asbestos renovation and demolition regulations. Department regulations concerning asbestos are applicable to the renovation (maintenance) or demolition of commercial, industrial, institutional, facility components or public structures, buildings or installations (including residential buildings with more than four units). Homes that are demolished or renovated as part of a larger project or installation are also regulated. These regulations are listed in Chapter 62-257 Florida Administrative Code and Title 40, Code of Federal Regulations, Part 61, Subpart M.

Actions to be taken prior to commencing renovation or demolition (wrecking of load bearing structures) activities on a regulated facility include:

- ✓ A thorough inspection of the building or structure for the presence and types of asbestos containing materials before initiating renovation or demolition work. In Florida, a Florida Licensed Asbestos Consultant must conduct the inspection. The consultants are normally listed in the yellow pages of the phone book and may be listed on the internet. The Florida Department of Business and Professional Regulation licenses the consultants in Florida and provide an online search at <https://www.myfloridalicense.com/wl11.asp?mode=0&SID=> . This allows one to search by a name or by License Type, License Category – Asbestos Contractors and Consultants.

- ✓ Written notification of any demolition (even if there is no asbestos in the structure), or renovation that could disturb threshold amounts of regulated asbestos containing material, to the Florida Department of Environmental Protection at least 10 working days before beginning work by completing and submitting the DEP [Notice of Asbestos Renovation or Demolition](#). You can now submit your Notification of Demolition or Asbestos Renovation ONLINE. To submit your

notification, or pay fees for a Notification of Demolition or Asbestos Renovation, you will need to log in to the Florida DEP Business Portal found at <http://www.fldepportal.com/go/submit-registration/> . An email transmittal is also acceptable as long as a copy of the original notification with signature included is saved in an Adobe Acrobat (.pdf) file format, so it can't be modified. Electronic copies of the notification form may be found on our website at: <http://www.dep.state.fl.us/air/rules/forms/asbestos.htm> . The day the email is sent is comparable to the postmark and may be considered day 1 of the 10-working-day (weekends do not count) notification requirement. Notices emailed to NWDAIR@dep.state.fl.us are received by the NWD Office in Pensacola and routed to the appropriate person for review.

✓ Removal of regulated asbestos containing materials, by a Florida licensed asbestos contractor (unless exempted by FS 469.002), before initiating work that could disturb the asbestos containing material. However, Florida Statute (FS) 469.002(2) provides, among other items, that licensure as an asbestos contractor is not required for the moving, removal, or disposal of asbestos-containing roofing material by a roofing contractor certified or registered under part I of chapter 489, if all such activities are performed under the direction of an onsite roofing supervisor trained as provided in s. 469.012. Furthermore, FS 469.002(3) provides, among other items, that licensure as an asbestos contractor or asbestos consultant is not required for the moving, removal, repair, maintenance, or disposal, or related inspections, of asbestos-containing resilient floor covering or its adhesive, if:

- (a) The resilient floor covering is a Category I nonfriable material as defined in NESHAP and remains a Category I nonfriable material during removal activity.
- (b) All such activities are performed in accordance with all applicable asbestos standards of the United States Occupational Safety and Health Administration under 29 C.F.R. part 1926.
- (c) The removal is not subject to asbestos licensing or accreditation requirements under federal asbestos NESHAP regulations of the United States Environmental Protection Agency.
- (d) Written notice of the time, place, and company performing the removal and certification that all conditions required under this subsection are met are provided to the Department of Business and Professional Regulation at least 3 days prior to such removal. The contractor removing such flooring materials is responsible for maintaining proof that all the conditions required under this subsection are met.

Other regulations may apply depending upon the presence and disturbance of asbestos. The asbestos regulations apply to the owner or operator of a demolition or renovation activity. The operator may include the property owner, property manager, consultant, general contractor or subcontractor. Listed below are some website links that might be useful for understanding our Rules concerning renovations and demolitions.

Exemptions listed in FS 469.002 may be found at
[http://www.leg.state.fl.us/Statutes/index.cfm?
App_mode=Display_Statute&Search_String=&URL=0400-
0499/0469/Sections/0469.002.html](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0469/Sections/0469.002.html)

9:07:16 AM 6/4/2015

Data Contained In Search Results Is Current As Of 06/04/2015 09:04 AM.

Search Results

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Asbestos Consultant	BARKSDALE & ASSOCIATES INC	DBA	AX72 Consultant - AX	Current, Active 11/30/2016
Main Address*: 5543 SEA SPRAY DRIVE PENSACOLA, FL 32507				
Asbestos Consultant	FINDLEY, MICHAEL E	Primary	AX72 Consultant - AX	Current, Active 11/30/2016
Main Address*: 5543 SEA SPRAY DRIVE PENSACOLA, FL 32507				
Asbestos Consultant	JERNIGAN, JEREMY RYAN	Primary	AX73 Consultant - AX	Current, Active 11/30/2016
License Location Address*: 175 SOUTH "A" STREET PENSACOLA, FL 32502				
Main Address*: 810 SOUTH J STREET PENSACOLA, FL 32502				
Asbestos Consultant	PROFESSIONAL SERVICE INDUSTRIES INC	DBA	AX73 Consultant - AX	Current, Active 11/30/2016
License Location Address*: 175 SOUTH "A" STREET PENSACOLA, FL 32502				
Main Address*: 810 SOUTH J STREET PENSACOLA, FL 32502				

[Back](#)
[New Search](#)

*** denotes**

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

[1940 North Monroe Street, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida. Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.



Barksdale & Associates, Inc.
Environmental & Industrial Hygiene Services

Proposal

Address:

105 South G Street, Pensacola, FL 32502
 Phone: 850-470-0705 - Fax: 850-429-0277
 Email: john@barksdaleandassociates.com
 Web Site: www.barksdaleandassociates.com

Proposal Submitted To (Client):

Curt Carver
 City of Gulf Breeze
 PO Box 640
 Gulf Breeze, FL 32561
 850-203-6033; ccarver@gulfbreezefl.gov

Job Name/Location:

Asbestos Inspection of Building Materials in a Commercial Building Located at:
 1198 Gulf Breeze Parkway, Gulf Breeze, FL
 Building size: appx. 7,100 square feet

We Hereby Submit This Proposal For the Following Scope of Work:

- Inspection, collection and analysis of building materials for the presence of asbestos; this assessment will generally follow AHERA/EPA protocols for NESHAP renovation/demolition purposes. However, a full AHERA-styled inspection and testing of the buildings will not be performed.
- The inspection and sampling will be performed on accessible suspect asbestos containing building materials on the interior and exterior of the building.
- Additional asbestos and other testing or consulting services may also be provided, as requested by the Client.
- The laboratory turnaround time (TAT) for the analyses will be approximately 5 business days after the lab's receipt of sample, unless otherwise directed by the Client.
- B & A assumes that the property owner or Client will provide complete access to the building.
- B & A will provide a brief letter or form report summarizing the results of the testing and laboratory analyses. The report will provide an interpretation of the results, as well as recommendations for any further actions, as necessary.
- The inspection, sampling and report preparation will be conducted or overseen by John D. Barksdale, an EPA/AHERA-accredited asbestos inspector. The project will be supervised and directed by Michael Findley, a Florida-Licensed Asbestos Consultant. B & A is a Florida Licensed Asbestos Business (License No. ZA407).
- All work will be conducted in general accordance with accepted industry standards.

Limitations and Conditions (Also see attached General Terms and Conditions):

This proposal does not include the cost of repairing any damage to the building that is necessary to properly perform the assessment. Any such incidental damage is the responsibility of the Client or owner. B & A is licensed and insured. References provided upon request. B & A will conduct the inspection/testing and complete the report within 15 business days of proposal acceptance by Client.

Proposed Price and Costs:

Bulk asbestos samples analyzed by polarized light microscopy (PLM) are \$8 each (1 week TAT); analytical method is EPA/600/R-93/116 (reporting limit to <1%).

Job cost: Inspection, sampling & report preparation - **\$900**. Plus:
 PLM asbestos analysis of 45 samples at \$8 each (5 day results) - **\$360**. Total job cost - **\$1,260**.

Payment Terms (Also see attached General Terms and Conditions):

Advance payment or retainer is required for new Clients. Checks, Master Card and/or VISA accepted.

Proposed By:

John D. Barksdale

6/11/15

John D. Barksdale, President
 Proposal Valid For 30 days

Date

Proposal Accepted By (Client):

Signature
 Print Name:

Date

GENERAL TERMS AND CONDITIONS

PROFESSIONAL RESPONSIBILITY. Barksdale & Associates, Inc. (B & A) shall perform services consistent with skill and care ordinarily exercised by other professional consultants in the same geographical area under similar circumstances at the time services are performed, subject to any limitations established by CLIENT as to degree of care, time or expense to be incurred or other limitations of this Agreement. No other representation, warranty or guaranty, express or implied, is included in or intended by B & A's services, proposals, agreements or reports.

RELATIONSHIP OF PARTIES. Nothing shall be construed or interpreted as requiring B & A to assume the status of owner, operator, generator, person who arranges for disposal, transporter or storer, as those terms or any other similar terms are used in any federal, state or local statute, regulation, ordinance or order governing the treatment, handling, storage or disposal of any toxic or hazardous substance or waste.

BILLING AND PAYMENT. Invoices may be submitted monthly and shall be due and payable on receipt. Interest at the rate of one and one-half percent (1.50%), but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. B & A may, at its option, withhold delivery of reports or any other data pending receipt of payment for services rendered.

LIMITATION OF LIABILITY. In consideration of potential liabilities which may be disproportionate to the fees to be earned by B & A, CLIENT agrees to limit the liability of B & A, its officers, directors, shareholders, employees, agents, and representatives to CLIENT for all claims or legal proceedings of any type arising out of or relating to the performance of services under this Agreement (including, but not limited to, B & A's breach of the Agreement, its professional negligence, errors and omissions and other acts) to the greater of \$50,000 or the amount of B & A's fee for the project relating to the services. Failure of CLIENT to give written notice to B & A of any claim of negligent act, error or omission within one (1) year of performance shall constitute a waiver of such claim by CLIENT. Neither party shall be liable for any indirect, special or consequential loss or damages.

INDEMNIFICATION. Subject to the limitation of liability set out above, each party agrees to indemnify, defend and hold harmless the other from any claim, suit, liability, damage, injury, cost or expense, including attorney's fees, (hereafter collectively called "Loss") arising out of any breach of this Agreement and not arising out of willful misconduct.

TIME OF PERFORMANCE. B & A makes no warranties regarding the time of completion of services and shall not be in default of performance under this Agreement where such performance is prevented, suspended or delayed by any cause beyond B & A's control. Neither party will hold the other responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such delays will extend completion dates commensurately.

CHANGED CONDITIONS. If, during the course of the performance of Services, conditions or circumstances develop or are discovered which were not contemplated by B & A and which materially affect B & A's ability to perform or which would materially increase the costs to B & A of performing, then B & A will notify CLIENT in writing, and B & A and CLIENT shall renegotiate in good faith the terms of this Agreement within thirty (30) days. Alternatively, either party shall thereupon have the right to terminate the Agreement; provided, however, that upon any such termination, B & A shall be compensated for services rendered to the date of termination.

ATTORNEY FEES. In the event of any litigation arising from or related to this Agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff, court costs, attorney's fees and all other related expenses in such litigation.

General Terms and Conditions Accepted By (Client):

Signature

Date

Print Name:

June 3, 2015

Mr. Curt Carver
City of Gulf Breeze
PO Box 640
Gulf Breeze, FL 32561
850-203-6033
ccarver@gulfbreezefl.gov

SUBJECT: Proposal for Pre-Demolition Asbestos Building Survey
1198 Gulf Breeze Parkway
Gulf Breeze, FL 32561

Dear Curt:

Professional Service Industries, Inc. (PSI) is pleased to submit this proposal for asbestos-containing materials (ACM) services for the above referenced project. This proposal contains the scope of services to be provided and presents the estimated cost and unit pricing that will apply.

PROJECT INFORMATION

PSI understands that the commercial structure listed above is scheduled for demolition and an asbestos survey will be required. According to data obtained from the Santa Rosa County Property Appraiser website, the structure located at 1198 Gulf Breeze Parkway is approximately 7,000 square feet in size and was constructed in 1976. The purpose of the asbestos survey is to assist the facility owner and contractor performing the renovations in complying with requirements of 40 CFR Part 61, the National Emission Standards for Hazardous Air Pollutants (NESHAP) and 29 CFR 1926.1101, the OSHA Asbestos Construction Standard.

SCOPE OF SERVICES

Given our understanding of the project requirements, the following services are proposed:

Asbestos Survey

- An EPA-accredited inspector will perform a visual assessment of the structure to identify suspected asbestos-containing building materials. The location, quantity, and condition of each suspect material will be noted.
- The inspector will conduct bulk sampling of any suspect materials in accordance with the sampling requirements listed in 40 CFR Part 763, the Asbestos Hazard Emergency Response Act (AHERA).
- Samples will be shipped to PSI's NVLAP accredited environmental laboratory in Pittsburgh, Pennsylvania for analysis by the EPA recommended method, Polarized Light Microscopy (PLM). If PLM results indicate levels between "trace" and 10% asbestos, the Client has the option to analyze the samples further by PLM Point Count Analysis to better quantify the asbestos content or assume the material to be asbestos containing. Materials having point count results $\leq 1\%$ asbestos are considered non-ACM. If the Client chooses this analysis, an additional charge of \$40.00 per sample will be added for each sample analyzed by Point Counting.
- The roof of the building will be included as part of this survey. PSI will not be responsible for any damage to the building or its contents as a result of the destructive sampling of the roofing material.
- A written report of our findings including review by our Florida Licensed Asbestos Consultant (FLAC) will

be provided. The report will include copies of the laboratory analytical results and a summary table including a description of each suspect material along with the location, condition and quantity of each material.

COST AND SCHEDULE

Given the outlined scope of services and our experience, we propose to complete the project on a lump sum basis of \$1,400, including up to 30* samples

* If required, Client will be billed for \$15 each additional sample analyzed, which may change the above estimated cost. If additional analysis of samples by Point Counting is requested, an additional \$40.00 per sample will be charged.

Based on our current work load we expect to be able to initiate the field work within two (2) to three (3) business days after receiving a signed copy of this proposal authorizing PSI to perform the scope of work identified above. The written report is estimated to be delivered within five (5) to seven (7) business days after sample collection is completed.

Professional Service Industries, Inc. appreciates the opportunity to provide this proposal. After your review of this proposal, if you have any questions, please feel free to contact us. The project can be scheduled upon receipt of a signed copy of this proposal. The work will be performed pursuant to the General Conditions, attached herewith and incorporated into the proposal. We look forward to working with you.

Respectfully submitted,
PROFESSIONAL SERVICE INDUSTRIES, INC.



Jeremy Jernigan, CIH, CSP, CHMM, FLAC #AX73
Principal Consultant/Senior Scientist



Steve Freeman, PG
Project Manager

Attachment: PSI General Conditions

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention
Phone Number	Phone Number
Fax Number	Fax Number

Florida Asbestos Business Organization License Number ZA101



GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK. CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.**
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 6/23/2015

Subject: Workers' Compensation

As you know, the City has been experiencing an increase in workers' compensation claims. The City has a history of self-funding workers' compensation and that has proved cost effective in the long term. However, that trend appears to have reversed in the last three years. This year is particularly troubling. Not only has the frequency increased over the last year, but the seriousness of the injuries has also increased. As a result, we are experiencing a rapid rise in both medical and lost time expenses. The FY15 Budget is consistent with prior years and provides a total of \$8,800 in workers' compensation medical expense across all funds. As of June 23rd, we have paid over \$173,000 in program expenses. Most of this expense is in the Police Department. Based on on-going medical treatments, I would expect that number to increase further by year end.

As this year progressed, it became obvious that the City needed specialized assistance in this area. We retained the services of Emerald Coast Rehab Associates (ECRA) to review bills and provide medical management of the more serious claims. They also assisted City staff in program development to meet reporting requirements. Overall the bill review process has been successful. Since retaining them, they have reviewed over \$353,863 in medical claims. Through the review process these claims have been reduced to \$131,114. The cost for this review has been \$10,622, yielding a net savings of \$212,127. This reduction is compliant with applicable workers' compensation fee schedules that City staff would have had difficulty managing.

Even though we have retained ECRA, there is a considerable amount of staff time devoted to claims administration, reporting and bill payment. This has shifted resources away from payroll and other accounting functions. The specialized nature of this work is also creating a certain amount of departmental stress. It has become apparent to me that the City should no longer manage this function in-house. Accordingly, I recommend that we develop an RFP for workers' compensation claims management. In consultation with ECRA, I have spoken with a third party administrator and received a proposal for claims handling at an annual cost of \$10,800, plus a per bill review of \$5.80. The RFP process will determine if that is a competitive cost, however

at that price point, I believe it is in the best interest of the City to pursue this option. It will provide greater efficiency, provide better internal and external reporting capacity and free up staff time for other functions. This will also provide us a different source for bill review and reduce the current cost of ECRA. I would expect to continue to use ECRA for medical management on the more serious injury claims.

I also believe that the City should pursue some level of insurance coverage for workers compensation claims. While we have been well served by self-insurance in the past, the trend over the last four years would warrant further examination of this policy. Should you have any questions regarding this matter, please do not hesitate to contact me.

Recommended motion: That the City Council authorize staff to prepare a RFP for workers' compensation third party claims administration and advertise said RFP. The results of the RFP process would then be presented to the City Council for contract award.

Enclosures

06/23/2015 REVENUE AND EXPENDITURE REPORT FOR GULF BREEZE
 PERIOD ENDING 06/30/2015

GL NUMBER	DESCRIPTION	2014-15		YTD BALANCE	
		AMENDED BUDGET		06/30/2015	% BDGT USED
Fund 001 - GENERAL FUND					
Expenditures					
Dept 0200-INTERNAL SERVICES					
001-0200-524.24-00	WORKERS COMPENSATION	\$1,000.00	\$20,452.76	2045.28%	
Total Dept 0200-INTERNAL SERVICES		\$1,000.00	\$20,452.76	2045.28%	
Dept 0500-LAW ENFORCEMENT					
001-0500-524.24-00	WORKERS COMPENSATION	\$2,800.00	\$148,361.51	5298.63%	
Total Dept 0500-LAW ENFORCEMENT		\$2,800.00	\$148,361.51	5298.63%	
Dept 0600-FIRE CONTROL					
001-0600-524.24-00	WORKERS COMPENSATION	\$5,000.00	\$243.27	4.87%	
Total Dept 0600-FIRE CONTROL		\$5,000.00	\$243.27	4.87%	
Fund 001 - GENERAL FUND:					
TOTAL EXPENDITURES		\$8,800.00	\$169,057.54	1921.11%	
Fund 403 - SOUTH SANTA ROSA UTILITY					
Expenditures					
Dept 1400-SSRU: WATER OPERATIONS					
403-1400-524.24-00	WORKERS COMPENSATION	\$0.00	\$453.13	100.00%	
Total Dept 1400-SSRU: WATER OPERATIONS		\$0.00	\$453.13	100.00%	

06/23/2015 REVENUE AND EXPENDITURE REPORT FOR GULF BREEZE
 PERIOD ENDING 06/30/2015

GL NUMBER	DESCRIPTION	2014-15 AMENDED BUDGET	YTD BALANCE		% BDGT USED
			NORMAL (ABNORMAL)	06/30/2015	
Dept 1700-COLLECTION - OPERATIONS					
403-1700-524.24-00	WORKERS COMPENSATION	\$0.00	\$626.86		100.00%
Total Dept 1700-COLLECTION - OPERATIONS		\$0.00	\$626.86		100.00%
Dept 2300-SEWER WWTP - OPERATIONS					
403-2300-524.24-00	WORKERS COMPENSATION	\$0.00	\$3,370.86		100.00%
Total Dept 2300-SEWER WWTP - OPERATIONS		\$0.00	\$3,370.86		100.00%
Fund 403 - SOUTH SANTA ROSA UTILITY:					
TOTAL EXPENDITURES		\$0.00	\$4,450.85		100.00
TOTAL EXPENDITURES - ALL FUNDS		\$8,800.00	\$173,508.39		1971.69%

CITY OF GULF BREEZE

**REQUEST FOR PROPOSALS FOR WORKERS'
COMPENSATION THIRD PARTY ADMINISTRATIVE
SERVICES AND ADJUSTING SERVICE PROVIDER**



**City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32561**

**REQUEST FOR PROPOSALS THIRD PARTY
ADMINISTRATIVE (TPA) SERVICES FOR
SELF-INSURED WORKERS' COMPENSATION CLAIMS**

Notice is hereby given that the City of Gulf Breeze (the City) is calling for and requesting proposals for TPA services and adjusting service provider for self-insured workers' compensation program.

The RFP/RFQ is available at www.cityofgulfbreeze.us/request-for-proposals/ or by contacting Curt Carver, Deputy City Manager at ccarver@gulfbreezefl.gov. All sealed proposals must be in writing and delivered by hand, Fed Ex, or mail to the Office of the City Clerk, City of Gulf Breeze, 1070 Shoreline Drive, Gulf Breeze, Florida 32561, and must be received by 10:00 a.m., July 20, 2015. The proposal will be publicly opened at this time. Only proposals received by the stated time and date will be considered. Proposals received after the time set for opening will be rejected and returned to the submitter.

All proposals shall be sealed and clearly labeled "**RFP-TPA SERVICES**" and addressed to: City of Gulf Breeze, City Clerk, 1070 Shoreline Drive, Gulf Breeze, Florida 32561. Proposals are to be typed on the firm's letterhead, specifically referring to the project and the scope of services, containing all required information. Submittals shall include one (1) original, four (4) copies of the proposal, and one (1) and an electronic copy in PDF form (on CD or flash/thumb drive).

Questions concerning this request should be in writing and directed to:

Curt Carver
Deputy City Manager
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32561
ccarver@gulfbreezefl.gov
Facsimile 850-934-5114

The City encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The City does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The City reserves the right: (1) to accept or reject any and/or all proposals either in whole or in part; (2) to waive any and all technicalities and to waive any defect in a bid which does not materially alter the specifications; and (3) to make such awards which best suit the needs of the City of Gulf Breeze.

The City reserves the right to select the proposal that best fits the requirements of the City, enter into contract negotiations, and/or request revised proposals from the recommended

extra space
↓

Respondent. If the City and the recommended or selected Respondent cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with another recommended selected Respondent. This process will continue until a contract acceptable to the City has been executed or all selected proposals are rejected. No Respondent shall have any rights against the City arising from such negotiations or termination thereof.

The City reserves the right to check all references furnished and consider responses received in determining the award. The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of the Agreement and to verify the accuracy of the contents of proposals.

DRAFT

MINIMUM SPECIFICATIONS

THIRD PARTY ADMINISTRATIVE SERVICES (TPA) AND ADJUSTING SERVICE PROVIDER FOR SELF-INSURED WORKERS COMPENSATION CLAIMS

Section A - Purpose

The purpose of this invitation is to retain a TPA and adjusting service provider for Gulf Breeze's self-insured workers' compensation program. The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFP to the Deputy City Manager, fax number at (850) 934-5114 or e-mail address at ccarver@gulfbreezefl.gov. The City will respond to written, emailed or faxed, inquiries received at least three (3) working days prior to the deadline for submission of proposals and responses will be posted on the City's website.

Please note that the City does not desire to use the services of any insurance agent or other representative in locating qualified TPAs. As such, the City will be approaching prospective TPAs directly, without the services of anyone providing "finder" or "locator" services. The City will not pay any fees, commissions or any other form of compensation, either on a direct or indirect basis.

The City also desires to use the services of independent TPAs only and will not consider proposals from TPA firms owned by, subsidiary of, controlled by, or affiliated with, any insurance company, insurance agency or brokerage firm.

Section B - Background

The City of Gulf Breeze currently administers its own workers' compensation self-insurance fund. There are approximately 150 employees.

Over the past three fiscal years, the City has experienced the following claims:

Fiscal Year	Total Workers' Compensation Hours	Medical Paid to Date	Total Lost Days
2012	\$9,646	\$9,646	0
2013	\$49,031	\$49,031	14
2014	\$22,093	\$17,391	35.84

NOTE: In addition to the above, the City has approximately fifteen (15) aging older claims amongst the three fiscal years.

Section C - Scope of Services

The following are the minimum services required. The City may require other services not included here and the TPA's flexibility in providing such services may be a factor in the selection process.

Administration:

The City's accounting system operates on a fiscal year which runs from 10/1 through 9/30. For example, any claims occurring between 10/01/14 – 9/30/15, would fall into Fiscal Year 2015.

The TPA shall acknowledge and accept:

- All records are property of the City.
- Promptly deliver any claim file requested by the City.
- Provision of a secure storage facility for City records.
- File maintenance and record management including retention and destruction of files in accordance with FS 119 Florida's Public Records Law.

The TPA agrees to provide:

- Secure claim information via computer downloads.
- The ability to provide three licenses (or "seats") for access to on-line claims data.
- Preparation, maintenance, filing of legally required reports.
- Dealing directly with the State of Florida regarding resolution of late medical and indemnity payments (including any resulting from bill review).
- Payment of penalties incurred.
- Payment of any and all resulting penalties, fines and/or other costs imposed by the State of Florida.
- Preparation, maintenance and filing of reports required by excess insurers.
- The establishment and management of a controlled disbursement account funded by the City for TPA's use for payments within the settlement authority limit or for payments authorized by the City for ongoing expenses such as workers' compensation payments to claimants.
- The preparation, maintenance, and submission of monthly fund balances to Steve Milford, Director of Finance. A complete explanation of fund requirements and accounting procedures must be provided.
- Preparation and maintenance of funding monthly loss run and monthly loss fund activity reports, in a format specified by the City. Monthly reports must show all reimbursements and recoveries (excess carrier, SDTF, etc.) including SIR, as a separate cumulative line item for each claim listed. These entries must be shown separately from the paid to date line item. All data must be sorted by Fiscal Year.
- Monthly invoicing for claims providing itemization of reimbursement and adjuster fees (either on a time and expense or flat rate basis) with backup. This is needed to facilitate the City's ability to internally cost allocate claim expenses and fees.

- To prepare specialized reports as required by the City on a timely basis. Samples are attached for your review.
- To provide adequate and necessary (as determined solely by the City) on-site training regarding the use of claims software to run customized reports and review claims handling.

Claims Handling:

The City seeks a TPA who will process claims from “cradle to grave” in a timely, highly professional manner, and in accordance with the State of Florida laws. As part of claims handling, the TPA must be able to provide prompt, courteous contact for all types of claimants. For workers’ compensation claims handling, regular on-going communication with injured employees from inception to disposition of the claim, assistance in returning employees to restrictive duty positions or to back to full duty, identifying and defending fraudulent claims, and keeping an open line of communication with the Office of the City Clerk is necessary.

Workers’ compensation claims: Designated Adjuster needs to be aware that the City pays injured workers their full salary the first 7 days of disability and offsets salary by the amount of the comp check.

Wage statements are to be requested from the City.

Copies of all Claim correspondence are to be sent to the Office of the City Clerk.

Establish a file for each claim.

Investigate all claims and recommend the amount of loss reserve to be established for each claim.

Review all claims on a quarterly basis and either adjust or recommend adjustments to reserves. Reserve changes greater than \$10,000.00, will require written approval from the City Manager or his/her designee.

Maintain an adequate number of phone lines to ensure access to TPA’s local office with 24 hour per day toll free telephone availability. The TPA’s field adjusters should have mobile phones to communicate with the City.

Provide a written chronology of all actions taken with respect to each claim investigated. Document claim activity in claim notes. The initial liability investigation report is due within 24 hours of the initial investigation. Workers’ compensation reporting to the City should be on a regular periodic basis.

The ability to adjust, settle, or resist all claims within the discretionary settlement authority limit granted by the City and to issue settlement checks directly from the TPA within the authority limit.

For workers' compensation claims, within 24 hours of notice of injury, contact any employee that loses time from the job. Within 48 hours of notice of injury, contact other injured employees that may need major medical treatment.

WC Adjuster to contact the injured worker every 14 days until the injured worker returns to work. The WC Adjuster must document these conversations in claim notes.

Ability to direct and assist defense attorney with investigations and attend hearings or depositions, as needed.

Medical Bill Review capability to review for medical necessity, medical protocol, and audit fees in compliance with Florida fee schedule and check writing capability for timely payment. Ability to override fee schedule when agreements have been made regarding payment.

Ability to keep the City staff advised of changes in the workers' compensation law.

The Office of the City Clerk will have final approval for all outside vendors utilized.

The TPA is responsible for providing all IRS required Form 1099s to vendors relating to the vendors' services.

Section D- Pricing

The City would prefer cost proposals with rate caps. These can be either rates proposed on a "not to exceed" basis or on an "actual dollar-cap" per year basis.

COMPLETE THE ATTACHED PRICING RESPONSE PAGE

Section E- Miscellaneous Requirements

The prospective TPA shall, during the continuance of the work under this agreement:

- a. Maintain Worker's Compensation and Employer's Liability Insurance in the amount of \$1,000,000 to meet the statutory requirements of the State of Florida, to protect themselves from any liability or damage for injury (including death) to any of their employees, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.
- b. Maintain Comprehensive General Liability Insurance, at Consultant's sole expense, in the amount of \$2,000,000.00 combined single limit for bodily injury and property damage, with a broadened pollution endorsement.
- c. Maintain Automobile Liability Insurance including Property Damage covering all used or

operated automobiles and equipment used in connection with the work in the amount of \$2,000,000.00 per occurrence. Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

- d. Maintain a standard form policy of fire and extended coverage insurance on the premises, including clubhouse, related buildings and furnishings, and all personal property and equipment.
- e. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The City shall be named as a named additional insured.
- f. Insurance Carrier must be rated by A.M. Best with a minimum rating of A-VII.
- g. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the City.
- h. Cancellation of Insurance: No change or cancellation in insurance shall be made without thirty (30) days written notice to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any Firm fail to provide acceptable evidence of current insurance within five (5) days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached and justifying the termination thereof.

The parties recognize that the Consultant is an independent Contractor. Consultant agrees to assume liability for and indemnify, hold harmless, and defend the City, its officers, any appointed committee members, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the Consultant, its officers, employees, agents, and representatives.

Consultant's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the City and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

The prospective TPA must also be able to comply and agree with the following:

- To provide a Fidelity Bond with limits as determined by the City.
- That the TPA is legally entitled to conduct business in the State of Florida and its adjusters are licensed to handle claims in the State of Florida.
- To agree to allow the City (or its representatives) to conduct complete and necessary (in the City's sole opinion) file audits to take place at any of the TPA's offices, with or without advance notice to the TPA.

Section F - Evaluation of Qualifications

The RFP response of prospective TPAs will be evaluated on:

- Their responses to the criteria listed under Section C, scope of services.
- Their depth of understanding of the City's requirements.
- The pricing outlined in the Pricing Response Form.
- Their ability to comply with the Miscellaneous Requirements outlined in Section E.
- Past performance of the TPA in providing services to local governments.
- Experience of the TPA in providing services to local governments.
- The TPA's commitment to the City's standards of service as outlined in the claims handling objectives.
- TPA's willingness to contact claimants and injured workers as specified.
- Other non-objective factors as may be determined to be in the best interest the City.

Section G - Submittal Requirements

Include a brief history, profile and summary of the firm's qualifications and capacity.

Include resumes of individuals who will be assigned to work with, or consult with, the City. Include supervisory individuals to whom those assigned will report.

Document the experience of the firm in performing the types of consulting services identified in section C, "Scope of Services."

Provide examples of similar work performed for other local governments.

Provide a list of 5 (at least 3 of which are public entities) references (with client identity, contact name, phone number, fax number, mailing and e-mail addresses) for which work has been performed no more than five years in the past.

Provide the: client identity, contact name, phone number, fax number, mailing and e-mail addresses for three firms whose business you have lost in the last three years. Do not include clients whose business you lost due to the client going out of business, or due to any merger or acquisition. Also, provide specific explanatory details as to why such identified clients were lost by your TPA.

Describe the firm's understanding of the City's Claim Handling Objective in Section C of this RFP.

Provide any additional information that may be of value to the City during the selection process. Include this information in a separate section of the TPA's qualifications clearly marked "Additional Information."

Describe the firm's ability and willingness to comply with the requirements of Section E "Miscellaneous Requirements." Include this information in a separate section of the TPA's qualifications clearly marked "Miscellaneous Requirements."

Provide a work plan describing how the firm will fulfill each requirement in the "Scope of Services (Section C)." Address each requirement individually and clearly indicate which requirement is being addressed.

Detailed listing of pricing (Section D) must be provided.

Provide a copy of your new claim packet sent out to injured workers following filling a claim

Provide a copy of routine claim correspondence to claimants, attorneys, rehab nurses and medical providers.

Provide samples of denial letters and settlement letters.

Provide samples of WC initial report and status reports.

Provide samples of invoices and backup for Flat Rate, T&E and Claim Reimbursement

Provide list of vendors used for rehab, surveillance, subrogation, and medical bill review with fees and qualifications.

Explain, in detail, the "Transition" plan that you propose to be implemented by both the City and your firm in order to assure an orderly of services should your firm be selected by the City as the

new TPA.

Describe a detailed explanation of your policies, procedures and audits of compliance with "privacy" standards, regulations and "best practices".

Provide details as to your firm's caseload, training, education and staffing policies.

Describe any lines or types of business, other than TPA services, in which your firm is currently engaged, or is planning to be engaged in, during the period of time that is anticipated by this RFP.

Provide copies of your corporate "Corporate Quality" standards and "Continuous Improvement Process" methodology.

Explain, in detail, the "Service and Performance Level" guarantees that you are willing to include in your contractual agreement with the City.

Describe your staff retention program and success rate in the past three (3) years.

List the experience and education requirements and standards for your claims representatives, adjusters, examiners, and supervisors.

Provide an organizational chart showing all those positions that would "touch" the City's claims adjudication process.

Provide details of your firm's capabilities of electronically interfacing with managed care providers in order to achieve optimal efficiency for all those parties involved in the claims adjudication process.

Describe your firm's policy as to sources of revenue, compensation, financial consideration, overrides, bonuses or rebates which might be received by your firm that would be in addition to the fees and the expense reimbursement that is outlined on the "Pricing Response Page" included in your response to this RFP.

Provide complete information as to your firm's ownership, affiliates, subsidiaries, corporate entity holdings, pending changes in ownership or majority holdings, possible mergers or acquisitions, potential bankruptcy or any other adverse financial filing, reporting or difficulty, pending material litigation, planned office closure or planned reduction in force.

Provide detailed information as to all investigatory, criminal or ethics violation proceedings that are planned or have already commenced or that have concluded within the last ten (10) years involving your firm.

Disclose any existing or potential conflict of interest between the work expected to be performed for the City and any other business interest, service or activity of your firm.

Failure to respond to each of the requirements in this RFP may be the basis for rejecting a response. The City of Gulf Breeze is not liable for any cost incurred by proposers in replying to this RFP.

Section H- Term of Contract

All prices are firm for a period of three years. After the three year period, for each subsequent year, the City may approve the option of renewing the contract at the same or a lesser price for a period not to exceed two (2) years with the agreement of both parties.

Section I - Personnel

All personnel assigned to perform any work for the City are subject to approval by the City. Replacement personnel must have equivalent education and experience to the individuals whom they replace. Resumes of any personnel assigned to perform work for the City may be required by the City.

Section J - State and Federal Compliance

A. Public Entity Crimes

In accordance with Florida Statutes Sec. 287.133(2)(a), "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 a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for 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." By submitting a proposal in response to this RFP, the persons and firms submitting the proposal shall be deemed read and understood the above-quoted provisions of Section 287.133(2) (a) and confirm that they are not precluded from submitting their proposal on the basis thereof.

B. A "Drug Free Workplace Certification" attached hereto must be received at the time of the proposal.

**REQUEST FOR PROPOSAL (RFP)
THIRD PARTY ADMINISTRATIVE SERVICES (TPA)**

PRICING RESPONSE PAGE

Company Name: _____

Address: _____

Telephone: _____

Federal Tax ID: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____

Email address: _____

Web-Site URL: _____

Per Case Pricing Options (include flat rate and time and expense) : _____

Reduced pricing option for takeover claims/per claim: _____

Record only/per claim: _____

Medical only/per claim: _____

Complex Medical Only/per claim: _____

Lost-Time/per claim: _____

General Liability/per claim: _____

Automobile Liability/per claim: _____

File Set up/per claim: _____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature _____

Date _____

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 6/24/2015

Subject: Management Agreement with PCA

At the last City Council meeting, there was a consensus of the City Council to develop an agreement with Private Club Associates (PCA) for the management of Tiger Point Golf Course. This direction was the result of their report on Tiger Point and the recommendations contained therein. Since that time, we have received a proposal from PCA. That proposal is in the process of being reviewed and revised by the City Attorney and staff. It should be returned to PCA today for their review and comment.

While this has been a tight schedule, it would be my hope that a final document will be presented to the City Council at their Executive Committee meeting on July 1st. Accordingly, I would request that the matter be placed on the agenda for their consideration and action. Should the document be finalized before the meeting, it will be emailed to Councilmembers in advance of the meeting.

Should you have any questions, please do not hesitate to contact me.

Recommendation: That the City Council consider a management agreement with Private Club Associates at the Executive Committee meeting on July 1, 2015.

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 6/24/2015

Subject: FY16 Budget Schedule

The Department Directors are scheduled to submit their respective budgets on June 26th. The Santa Rosa County Property Appraiser should certify the taxable value on or about July 1, 2015. The following governmental entities have scheduled public hearings as outlined below. These are dates that the City cannot conflict with in their compliance with TRIM. They are:

Santa Rosa School Board:	July 30 th and September 10 th
Santa Rosa County	September 8 th and September 15 th

With the above in mind, I would like to suggest the following schedule for the initial FY16 budget process:

- Monday, July 20, 2015 Deliver Budget to City Council
- Saturday, July 25, 2015 Budget Workshop
- Wednesday, July 29, 2015 Established Proposed Millage Rate

Assuming a July 1st certification, TRIM requires the City to advise the County Property Appraiser of the millage rate, roll back rate and schedule for the initial budget hearing no later than August 4, 2015. Between September 3rd and 18th, the City should hold the first of two hearings. The second hearing should be scheduled between September 18th and October 3rd. I would suggest that these hearings be scheduled during the regularly scheduled City Council meetings on September 9th and September 21st.

The period from July 29th (establishing the millage rate) and September 9th (the initial budget hearing) provides sufficient time for the City Council to continue its review of the FY16 budget. Potential dates include: August 12th and September 2nd, which are normally scheduled Executive Committee meetings. Obviously, additional non-scheduled dates could be selected based on direction from the City Council and their needs to review the spending plan. Additional Saturday workshops maybe useful.

In summary, a potential schedule is:

- Monday, July 20th Deliver Budget to City Council
- Saturday, July 25th Budget Workshop
- Wednesday, July 29th Established Proposed Millage Rate
- Saturday, August 8th Budget Workshop
- Wednesday, August 12th Budget Review
- Wednesday, September 2nd Budget Review
- Wednesday, September 9th First Budget Hearing
- Wednesday, September 21st Final Budget Hearing

Should you have any questions, please do not hesitate to contact me.

Recommendation: That the City Council approve the budget review schedule as outlined above.



City of Gulf Breeze

OFFICE OF THE CITY CLERK

MEMORANDUM

To: Edwin A. Eddy, City Manager
Curt Carver, Deputy City Manager

From: Leslie A. Guyer, City Clerk *LAG*

Date: 06/19/15

Subject: "Shade" Meeting Procedures

Section 447.605(1) F.S. provides an exemption to the Florida Sunshine Law relative to collective bargaining. To hold a Shade meeting under this exemption the following procedures must be followed:

The initial request for a Shade meeting must be made to the Council at a public meeting. *(Initial Request at the July 1st Executive meeting and approval at the Regular Meeting on Monday, July 6th)*

Prior to holding the Shade meeting, the City must give reasonable public notice of the time and date of the Shade meeting and the names of the persons who will be attending the meeting. *(Notice given on the July 15th Executive Agenda to hold the Shade meeting on Monday, July 20th)*

Additionally, the Shade meeting must commence at an open meeting in which the Mayor announces the commencement of the Shade meeting, the estimated length of the meeting, and the names of the persons who will be attending the meeting.

Upon the conclusion of the Shade meeting, the public meeting is reopened, and the Mayor must announce that the Shade meeting has concluded.

Select Year:

The 2014 Florida Statutes

[Title XXXI](#)

LABOR

[Chapter 447](#)

LABOR ORGANIZATIONS

[View Entire Chapter](#)**447.605 Public meetings and records law; exemptions and compliance.—**

(1) All discussions between the chief executive officer of the public employer, or his or her representative, and the legislative body or the public employer relative to collective bargaining shall be closed and exempt from the provisions of s. [286.011](#).

(2) The collective bargaining negotiations between a chief executive officer, or his or her representative, and a bargaining agent shall be in compliance with the provisions of s. [286.011](#).

(3) All work products developed by the public employer in preparation for negotiations, and during negotiations, shall be confidential and exempt from the provisions of s. [119.07\(1\)](#).

History.—s. 3, ch. 74-100; s. 23, ch. 77-343; s. 18, ch. 91-269; s. 302, ch. 96-406; s. 1075, ch. 97-103.

Copyright © 1995-2015 The Florida Legislature • [Privacy Statement](#) • [Contact Us](#)

The 2014 Florida Statutes

[Title XIX](#)

[Chapter 286](#)

[View Entire Chapter](#)

PUBLIC BUSINESS

PUBLIC BUSINESS: MISCELLANEOUS PROVISIONS

286.011 Public meetings and records; public inspection; criminal and civil penalties.—

(1) All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, including meetings with or attended by any person elected to such board or commission, but who has not yet taken office, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. The board or commission must provide reasonable notice of all such meetings.

(2) The minutes of a meeting of any such board or commission of any such state agency or authority shall be promptly recorded, and such records shall be open to public inspection. The circuit courts of this state shall have jurisdiction to issue injunctions to enforce the purposes of this section upon application by any citizen of this state.

(3)(a) Any public officer who violates any provision of this section is guilty of a noncriminal infraction, punishable by fine not exceeding \$500.

(b) Any person who is a member of a board or commission or of any state agency or authority of any county, municipal corporation, or political subdivision who knowingly violates the provisions of this section by attending a meeting not held in accordance with the provisions hereof is guilty of a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

(c) Conduct which occurs outside the state which would constitute a knowing violation of this section is a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

(4) Whenever an action has been filed against any board or commission of any state agency or authority or any agency or authority of any county, municipal corporation, or political subdivision to enforce the provisions of this section or to invalidate the actions of any such board, commission, agency, or authority, which action was taken in violation of this section, and the court determines that the defendant or defendants to such action acted in violation of this section, the court shall assess a reasonable attorney's fee against such agency, and may assess a reasonable attorney's fee against the individual filing such an action if the court finds it was filed in bad faith or was frivolous. Any fees so assessed may be assessed against the individual member or members of such board or commission; provided, that in any case where the board or commission seeks the advice of its attorney and such advice is followed, no such fees shall be assessed against the individual member or members of the board or commission. However, this subsection shall not apply to a state attorney or his or her duly authorized assistants or any officer charged with enforcing the provisions of this section.

(5) Whenever any board or commission of any state agency or authority or any agency or authority of any county, municipal corporation, or political subdivision appeals any court order which has found said board, commission, agency, or authority to have violated this section, and such order is affirmed, the court shall

assess a reasonable attorney's fee for the appeal against such board, commission, agency, or authority. Any fees so assessed may be assessed against the individual member or members of such board or commission; provided, that in any case where the board or commission seeks the advice of its attorney and such advice is followed, no such fees shall be assessed against the individual member or members of the board or commission.

(6) All persons subject to subsection (1) are prohibited from holding meetings at any facility or location which discriminates on the basis of sex, age, race, creed, color, origin, or economic status or which operates in such a manner as to unreasonably restrict public access to such a facility.

(7) Whenever any member of any board or commission of any state agency or authority or any agency or authority of any county, municipal corporation, or political subdivision is charged with a violation of this section and is subsequently acquitted, the board or commission is authorized to reimburse said member for any portion of his or her reasonable attorney's fees.

(8) Notwithstanding the provisions of subsection (1), any board or commission of any state agency or authority or any agency or authority of any county, municipal corporation, or political subdivision, and the chief administrative or executive officer of the governmental entity, may meet in private with the entity's attorney to discuss pending litigation to which the entity is presently a party before a court or administrative agency, provided that the following conditions are met:

(a) The entity's attorney shall advise the entity at a public meeting that he or she desires advice concerning the litigation.

(b) The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.

(c) The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court reporter's notes shall be fully transcribed and filed with the entity's clerk within a reasonable time after the meeting.

(d) The entity shall give reasonable public notice of the time and date of the attorney-client session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the person chairing the meeting shall announce the termination of the session.

(e) The transcript shall be made part of the public record upon conclusion of the litigation.

History.—s. 1, ch. 67-356; s. 159, ch. 71-136; s. 1, ch. 78-365; s. 6, ch. 85-301; s. 33, ch. 91-224; s. 1, ch. 93-232; s. 210, ch. 95-148; s. 1, ch. 95-353; s. 2, ch. 2012-25.