City of Tarpon Springs, Florida

Board of Commissioners
324 E. Pine Street
Tarpon Springs, Florida 34689
(727) 938-3711
http://www.ctsfl.us/agenda.htm

WORK SESSION AGENDA
MEDIA ROOM, 2ND FLOOR

THURSDAY, FEBRUARY 5, 2026
12:00 PM

CALL TO ORDER

ROLL CALL

AGENDA ITEMS

1. Logo Selection **(365 Degree Total Marketing)**
2. Construction of New Clerk's Office Building Contract No. 220060-B-JL, Change Order No. 2 - Work Session Discussion Item **(Charles Rudd City Manager, Nick Makris Project Administration Assistant Director)**

ADJOURNMENT

CITY OF TARPON SPRINGS, FL

City Manager

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-3590
Fax (727) 937-8199

MEMORANDUM

To: CRA Board

From: Charles Rudd, City Manager

Date: 1/29/2026

Subject: Logo Selection

After extensive public engagement, research of our community, and working with staff, the consultant has developed and then narrowed down the potential logos to three finalists. Before further developing all the brand extension elements, they would like to get a consensus of the Board as to which logo to use. The consultant will present the process and findings and reveal the final three options. After receiving feedback from the Board, they will finalize the logo and the brand extension for approval at a future meeting.

CITY OF TARPON SPRINGS, FL

CITY MANAGER

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-3590
Fax (727) 937-8199

MEMORANDUM

To: City Commission

From: Charles Rudd, City Manager

Date: 1/29/2026

Subject: Change order request for City Clerk's Building

The contractor for the Clerk's Building has met with each of you to make their case for this final change order to complete the project. Staff has worked with them to further reduce the request since your meetings. This is an opportunity for the Commission to share your views with your colleagues and come to a consensus on how we will proceed. The intention is to facilitate the decision at the February 10th Commission Meeting where time is a concern.

Project Administration Department

324 East Pine Street
Tarpon Springs FL 34689
(727) 942-5638

Memorandum

Date: February 5, 2026

To: Charles Rudd, City Manager

From: Bob Robertson, P.E. Project Administration Department Director

Subject: Construction of New Clerk's Office Building Contract No. 220060-B-JL, Change Order No. 2 – Work Session Discussion Item

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Overview

D-Mar General Contracting is the contractor currently constructing the new Clerk's Office building. They have requested a final change order to bring the project to final completion.

Discussion

This final change order request attempts to capture costs associated with perceived design errors, materials cost escalations, and unforeseen factors. It also provides credits (savings) for items that were either not used or overestimated with respect to final quantities. Credit is also provided for liquidated damages. The table below summarizes the requested funding.

A Temporary Certificate of Occupancy (TCO) was issued for this project by the Building Department on 1/7/2026. Based on this date and accounting for previously approved and additionally requested rain delays, the final liquidated damages amount to 536 calendar days of delay at $375 per day, totaling $201,000 of credit to be discounted on the final project cost as shown in the table below.

Staff have been working with the contractor to negotiate a final change order proposal. The contractor has indicated that they have trimmed all profit out of this job for themselves. They have reduced their initial request from around $800,000 to the final number presented in this proposal. At individual meetings with the Mayor, Vice-Mayor, and Commissioners, D-Mar President Doreen Caudell presented a request for $649,000.

After working further with staff, the Contractor's final proposal is requesting a change order of $398,000 after accounting for all credits and liquidated damages and the contractor's relinquishing of its profit on the project.

Design Deficiencies	$	116,533
Economic Factors	$	277,219
Unforseen Changes	$	202,857
Bond/Insurance	$	76,536
Credits (Cost Savings)	$	(74,146)
Subtotal	$	599,000
Liquidated Damages (credit)	$	(201,000)
Total Change Order Request	**$**	**398,000**

Similar to the previous change, funding for this request would be provided in Project Number WS1961 and would likely be allocated through the following accounts. These have not been verified with the Finance Department.

- 307-8603-519.6200 (Penny Fund), 25% ($99,500)
- 403-8804-536.6200 (Sewer Impact Fund), 25% ($99,500)
- 408-8811-536.6200 (Water Impact Fund), 25% ($99,500)
- 402-8803-536.6200 (Water-Sewer Non-Departmental), 25% ($99,500)

The contractor has stated that **$398,000** is their lowest number, which represents the minimum amount required to complete the project.

Based on that statement, it appears that the City's options are to either accept this final, negotiated change order to complete the project or to call the contractor's surety and file a claim against the bond. Here are some pros and cons of each option:

Option 1: Approve the Contractor's Final Change Order Request ($398,000)

Pros

- Allows the project to be completed without further delay and avoids disruption to close-out activities.
- Resolves all outstanding cost issues in a single, negotiated final change order.
- Reflects significant concessions by the contractor, including the elimination of all contractor profit and a substantial reduction from their original request.
- Accounts for all credits, unused quantities, and liquidated damages already assessed by the City.
- Avoids the administrative, legal, and time burdens associated with pursuing a bond claim.
- Reduces the risk of extended disputes, claims, or litigation that could result in higher overall costs.
- Supports a cooperative close-out process and preserves working relationships with project stakeholders.

Cons

- Requires the City to approve additional project funding beyond the original contract amount.

Option 2: Reject the Change Order and File a Claim Against the Contractor's Surety

Pros
- Preserves the City's position that the remaining costs should be borne by the contractor and/or surety.
- Potentially reduces or eliminates the City's out-of-pocket costs if the bond claim is successful.
- Demonstrates strict enforcement of contract terms and performance requirements.
- Allows the City to formally dispute responsibility for certain costs included in the request.

Cons
- Likely to significantly delay project completion and final acceptance.
- Bond claims are often time-consuming and may take months or longer to resolve.
- No guarantee that the surety will cover the full amount claimed, potentially resulting in additional City expense.
- May require legal assistance, increasing administrative and legal costs.
- Creates uncertainty regarding final project cost and schedule.
- May result in strained relationships and increased risk of litigation or counterclaims.

A discussion on the roof status:

During one-on-one meetings with the Mayor, Vice-Mayor, and Commissioners on January 13, 2026, the condition of the roof and the status of the repairs was discussed. Here is a summary of the roof situation.

I've attached the City building inspector's report that indicates that the roof passed an in-progress inspection on May 29, 2024.

The contractor confirms that they began drywall work shortly after that at the contractor's risk, attempting to keep the project moving forward and avoid further delays. The contractor confirmed that they assessed the risk of proceeding with interior drywall to be low given the recency of rain events that proved the roof was performing adequately without leaking. To our knowledge, the roof has not leaked since its installation. However, it is known that the roof has not passed its final inspection. So rather than tearing out this roof and replacing it, the contractor has proposed installing a secondary TPO membrane roof system over the existing roof. This is common practice and would include a 20-year warranty from the proposed roofing contractor. This solution was also recommended to the City independently by Vasilis Kontos of Kontos Construction.

In our meeting with Ms. Caudell, the Vice-Mayor noted that while this remedy may address the immediate issue, it could reduce the City's long-term roof life. Under normal conditions, the original roof system would have carried a 20-year pro-rata warranty, after which a secondary membrane could have been installed (also carrying a 20-year pro-rata warranty), effectively providing up to 40 years of service life. Because the installation of a third membrane roofing system is not acceptable, proceeding with this option now would eliminate that future opportunity. As a potential compromise, the contractor has offered a 30-year extended warranty for the proposed secondary TPO membrane roofing system.