



# City of Tarpon Springs, Florida

Board of Commissioners  
324 East Pine Street  
Tarpon Spring, Florida 34689  
(727) 938-3711

<http://www.ctsfl.us/agenda.htm>

## REGULAR SESSION AGENDA TUESDAY, JUNE 23, 2026 6:00 PM - CITY HALL AUDITORIUM

### CALL TO ORDER

### ROLL CALL

**REFLECTION:** Pastor Patti Hanks, Unitarian Universalist Church

### PLEDGE OF ALLEGIANCE

### SPECIAL PRESENTATION

1. Anclote Harbor Land Preservation Fund

### PROCLAMATIONS

2. LGBTQ + Pride Month (**Mayor John Koulianos**)
3. 250th Anniversary of the United States of America (**Mayor John Koulianos**)

### PUBLIC COMMENTS

### CONSENT AGENDA

4. Attorney Fee: Johnson Jackson PLLC Invoices 17028, 17029 (**Mark LeCouris, City Manager**)
5. Satisfaction/Release of Liens (**Irene Jacobs, City Clerk**)
6. Award File No. 260174-N-AS, OVIVO OEM Parts and Service (**Thomas Kiger Public Services Director, Raymond Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager, Janina Lewis Procurement Services Director**)
7. Award File No. 260177-N-AS, Flygt Submersible Pumps and Parts (**Thomas Kiger Public Services Director, Raymond Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager, Janina Lewis Procurement Services Director**)
8. Extend File 200010-C-AM Purchasing Card Services (**Janina Lewis, Procurement Services Director**)
9. Renew File No. 240125-C-PH, Concrete Mix Materials – Batch Mix Delivered (**Chris Cotta Public Works Director, Anthony Mannello Streets & Stormwater Supervisor, Janina Lewis Procurement Services Director**)
10. Extend File No. 250186-C-PH, Shade and Shelter Services (**Chris Cotta Public Works Director, James Burke Parks and Parkways Maintenance Supervisor, Janina Lewis Procurement Services Director**)
11. Renew Interlocal Agreement with Forward Pinellas for Planning and Mapping Support Services (**Allie Keen, Interim Planning Director**)

### BUSINESS ITEMS

12. Approve Request for Qualifications (RFQ) No. 250177-S-JL, Construction Manager at Risk Continuing Services, Phase 2 Construction for Golf Course Clubhouse (**Thomas Kiger Public Services Director, Janina Lewis Procurement Services Director**)

13. Consensus On Final City Seal And Marketing Logo Design (**Jordan Van Loo, PIO/Marketing Specialist**)

#### **ORDINANCES AND RESOLUTIONS**

14. **Ordinance 2026-11; (1st Reading)** Vacating a portion of the Lake Butler Heights Subdivision Plat (**Application #24-58**)(**Legislative**)(**Allie Keen, Interim Planning Director**)
15. **Resolution 2026-22;** Site Plan Revision to Remove Condition #7 from Resolution 2022-42 for property located at 121 E. Tarpon Ave. (**Application 26-34**)(**Allie Keen, Interim Planning Director**)(**Quasi-Judicial**)

#### **BOARD AND STAFF COMMENTS**

#### **ADJOURNMENT**

# *City of Tarpon Springs, Florida*

## **PROCLAMATION**

**WHEREAS**, the month of June is widely celebrated across the United States as Pride Month, commemorating the historic June 1969 uprising at the Stonewall Inn that launched the modern movement for LGBTQ+ civil rights; and

**WHEREAS**, our Nation was founded on equality and freedom for all, and these rights adapt as society faces new challenges; and

**WHEREAS**, for more than half a century, the month of June has been recognized across the country as a period dedicated to acknowledging individuals who opposed discriminatory laws at Stonewall and other locations; and

**WHEREAS**, every American should live without fear of prejudice, discrimination, violence, and hatred based on race, ethnicity, religion, and gender orientation; and

**WHEREAS**, the LGBTQ+ community are family members, friends, neighbors, and coworkers, contributing meaningfully to our community's economic, cultural and civic life; and

**WHEREAS**, while our society has made great strides in recognizing equal dignity and rights, the ongoing pursuit requires continued vigilance against discrimination; and

**WHEREAS**, the City of Tarpon Springs is dedicated to promoting a community environment that upholds respect, dignity, diversity, and equal opportunity for all individuals.

**NOW, THEREFORE**, I, John M. Koulianos, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the month of June 2026 as

***LGBTQ+ Pride Month***

**IN WITNESS WHEREOF**, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida to be affixed this 23<sup>rd</sup> day of June 2026.

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*City Clerk & Collector*

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*Mayor*

# *City of Tarpon Springs, Florida*

## **PROCLAMATION**

**WHEREAS**, on July 4, 2026, the United States will celebrate its 250th Anniversary, recognizing the historical significance of the signing of the Declaration of Independence and the founding of our nation; and

**WHEREAS**, our Founders established a nation based on equality, unalienable rights, and the pursuit of happiness, principles that have guided America's legacy of freedom; and

**WHEREAS**, the Board of Commissioners calls on the community to join in this celebration, reflect on our nation's journey, and recommit to the founding principles that make America strong and united; and

**WHEREAS**, on Saturday, July 4, 2026, the City of Tarpon Springs acknowledges Independence Day in our beautiful Craig Park with our annual picnic for our residents and visitors as we celebrate our independence; and

**WHEREAS**, on Saturday, July 4, 2026, the City of Tarpon Springs will hold its annual fireworks display that is a part of this Independence Day tradition.

**NOW, THEREFORE**, I, John M. Koulianos, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim July 4, 2026, as

### ***250<sup>th</sup> Anniversary of the United States of America***

**IN WITNESS WHEREOF**, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida to be affixed this 23<sup>rd</sup> day of June 2026.

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*City Clerk & Collector*

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*Mayor*

# INVOICE

Johnson Jackson PLLC  
 100 N Tampa St, Suite 1800  
 Tampa, FL 33602

Invoice #: 17028  
 Date: 06-10-2026  
 Due On: 07-10-2026

City of Tarpon Springs  
 324 E Pine Street Tarpon Springs  
 Tarpon Springs, FL 34689

*MLP*  
 6-11-2021

Matter Number:0010.0001 City of Tarpon Springs/General

### Services

Date	TK	Description	Hours	Rate	Total
05-05-26	REC	Draft Charles Rudd separation agreement and conduct research regarding statutory cap on settlement payments.	2.60	225.00	\$585.00
05-05-26	EGJ	Phone conference with Andrew Salzman regarding employment matter	0.20	225.00	\$45.00
05-05-26	KDJ	Call with Erin regarding Tarpon Springs resignation issue; review details of severance agreement.	0.20	225.00	\$45.00
05-06-26	EGJ	Revise Severance Agreement	1.10	225.00	\$247.50
05-06-26	REC	Revise Charles Rudd separation agreement to reflect paid administrative leave.	0.40	225.00	\$90.00
05-11-26	EGJ	Phone conference with Andrew Salzman; analyze City Charter	0.80	225.00	\$180.00
05-13-26	EGJ	Phone conference with Mark LeCouris	0.20	225.00	\$45.00

Services Subtotal: \$1,237.50

### Expenses

05-31-26		5/31 - Westlaw Research	1.00	0.77	\$0.77
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Expenses Subtotal: \$0.77

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Subtotal:	\$1,238.27
Total Invoice Due:	\$1,238.27
Payment	\$0.00

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Please make all amounts payable to: Johnson Jackson PLLC  
TAX ID: 82-0921194

# INVOICE

Johnson Jackson PLLC  
 100 N Tampa St, Suite 1800  
 Tampa, FL 33602

Invoice #: 17029  
 Date: 06-10-2026  
 Due On: 07-10-2026

City of Tarpon Springs  
 324 E Pine Street Tarpon Springs  
 Tarpon Springs, FL 34689

Matter Number:0010.0020 City of Tarpon Springs/ [REDACTED]

*OM/*  
 6/15/2024

Services

Date	TK	Description	Hours	Rate	Total
05-11-26	EGJ	Phone conferences with Mark Lecouris; phone conference with Andrew Salzman; exchange multiple emails with Dean Ringers law firm regarding upcoming depositions	1.60	225.00	\$360.00
05-19-26	EGJ	Attend deposition of Jane Kniffen and rescheduling conference	0.80	225.00	\$180.00
05-19-26	EGJ	Phone conference with Patti Chapman regarding depositions	0.40	225.00	\$90.00
05-20-26	EGJ	Attend deposition preparation meeting for Paul Smith	1.00	225.00	\$225.00
05-21-26	EGJ	Prepare for and attend deposition preparation meeting with Mark Lecouris; review documents and correspondence submitted by Cassandra James to the Board of Commissioners and to Jane Kniffen	2.60	225.00	\$585.00
05-22-26	EGJ	Attend deposition of Mark Lecouris	3.90	225.00	\$877.50
05-22-26	EGJ	Review correspondence regarding scheduling of deposition of Tony Manello; phone conference with Patti Chapman	0.20	225.00	\$45.00
05-22-26	EGJ	Attend deposition of Paul Smith	4.40	225.00	\$990.00
05-26-26	EGJ	Deposition of Jane Kniffen	6.80	225.00	\$1,530.00
Services Subtotal:					\$4,882.50

Expenses

05-27-26		05262026 - EGJ - Travel for Deposition of Jane Kniffen	1.00	44.38	\$44.38
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Expenses Subtotal: \$44.38

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Subtotal:	\$4,926.88
Total Invoice Due:	\$4,926.88
Payment	\$0.00

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Please make all amounts payable to: Johnson Jackson PLLC  
TAX ID: 82-0921194

**OFFICE OF THE CITY CLERK**

**INTER-DEPARTMENTAL MEMO**

**TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS**

**SUBJECT: SATISFACTION/RELEASE OF LIENS REGULAR SESSION JUNE 23, 2026**

Authorization is requested for the Mayor to execute Satisfaction and/or Release of Lien for the properties listed below. All monies owed the City for delinquent utility liens, street, and/or lot mowing assessments including interest and/or penalties, or administrative fees have been paid in full.

<b>OWNER'S NAME</b>	<b>TYPE OF LIEN</b>	<b>ACCOUNT NUMBER</b>
<b>HANS M. CHARLES – LOUIS MANDALY C. CHARLES – LOUIS</b>	<b>UTILITY LIEN</b>	<b>72009-280001284</b>
<b>BAIA CADDINAS, LLC</b>	<b>UTILITY LIEN</b>	<b>80363-280005889</b>
<b>ALESIA G. MILLER</b>	<b>UTILITY LIEN</b>	<b>61323-271305124</b>
<b>PETER KOUSATHANAS</b>	<b>UTILITY LIEN</b>	<b>38707-271203159</b>
<b>PETER KOUSATHANAS</b>	<b>CODE ENFORCEMENT LIEN</b>	<b>26-80000758</b>



## Memorandum

**Date:** June 23, 2026  
**To:** Mayor and Board of Commissioners  
**Through:** Janina Lewis, Procurement Services Director  
**From:** Anela Saday, Senior Procurement Analyst  
**Subject:** Award File No. 260174-N-AS, OVIVO OEM Parts and Service (**Thomas Kiger Public Services Director, Raymond Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager, Janina Lewis Procurement Services Director**)

### Recommendation

Award File No. 260174-N-AS, Single Source Purchase of OVIVO and Eimco Water Technologies OEM Replacement Parts and Service to OVIVO USA, LLC, for a one (1) year period effective June 30, 2026 through June 29, 2027, in an estimated annual amount not to exceed \$80,000, for the Public Services Department – Advanced Wastewater Treatment Facility (AWWTF).

### Background

The AWWTF was constructed in 1986 using treatment equipment from Eimco Water Technologies which was later acquired by OVIVO U.S.A., LLC. The purpose of this contract is to provide as needed OVIVO OEM replacement parts and services that are used in critical equipment at AWWTF, including the aeration basins, clarifiers, and sand filters. This equipment is highly specialized and exact match replacement parts are needed to properly maintain operational efficiencies and compliance with FDEP high-level disinfection requirements (see attached memo). OVIVO USA LLC is the exclusive manufacturer and seller of all OVIVO and Eimco Water Technologies-brand water and wastewater equipment and OEM parts in the United States.

### Funding

FY26/27 budgets; AWWTF account nos. 402-4603-536.4600 – Water-Sewer (WS) Combination Services Repairs & Maintenance and 402-4603-536.5200 – WS Operating Supplies

### Strategic Plan Objective

N/A



## Public Services Department

### Memorandum

**Date:** June 11, 2026

**To:** Janina Lewis, Procurement Services Director

**Through:** Thomas Kiger, Public Services Director *TK*  
Raymond Page, Utilities Superintendent

**From:** Robert Marcincuk, Wastewater Division Manager

**Subject:** Authorize as-needed Sole Source purchases of proprietary replacement parts and services from Ovivo USA, LLC.

#### Recommendation

Authorize as-needed Sole Source purchases for replacement equipment, parts, supplies, and repair services for maintaining wastewater aeration, clarifiers, sand filters, and existing proprietary wastewater processing equipment utilized by the Advanced Wastewater Treatment Facility (AWWTF) from Ovivo USA, LLC, for a one (1) year period, in an estimated amount not to exceed \$80,000.

#### Background

The AWWTF was constructed in 1986 using treatment process equipment from Eimco Water Technologies. Eimco is now a part of Ovivo USA, LLC, and Ovivo is the sole-source provider for OEM parts supplier for critical equipment at the AWWTF, including the aeration basins, clarifiers and the sand filters. This equipment is highly specialized and exact match replacement parts are required. The aeration basins stabilize the wastewater, the clarifiers remove suspended solids from wastewater, and the gravity filters provide filtration to meet FDEP high-level disinfection requirements. These processes are essential components of the AWWTF. This authorization enables the wastewater division to expedite critical OEM parts and equipment to minimize process downtime and costs associated with scheduled maintenance or emergency repairs.

#### Funding

Funds are available in the FY26-27 Budgets in the Sewage Treatment repair & maintenance and operating supplies accounts 402-4603-536-46.00, and 402-4603-536-52.00 respectively.



**Ovivo USA, LLC**  
4246 Riverboat Rd., Suite 300  
Salt Lake City, Utah 84123

**Tel:** 801.931.3000  
**Fax:** 801.931.3080

Date: 06-08-2026

Re: Sole Source Letter

Dear Robert Marcincuk,

Please be advised that OVIVO USA, LLC is the exclusive manufacturer and seller of all OVIVO®, Eimco Water Technologies®, Brackett Green®, Brackett Bosker®, Jones + Attwood™, Aerostrip®, and Enviroquip® brand Municipal Water and Wastewater Equipment and Parts in the United States.

Local Sales Agent:

**Austin Moore**



M: 813-300-7415

If you have any questions regarding this, please contact Douglas King.

Sincerely,

**Douglas King**

**Product Manager – USA Aftermarket Rebuilds Group**

4246 Riverboat Road, Suite 300 Salt Lake City, UT 84123

**C:** (801) 824-0975



## Memorandum

**Date:** June 23, 2026  
**To:** Mayor and Board of Commissioners  
**Through:** Janina Lewis, Procurement Services Director  
**From:** Anela Saday, Senior Procurement Analyst  
**Subject:** Award File No. 260177-N-AS, Flygt Submersible Pumps and Parts (**Thomas Kiger Public Services Director, Raymond Page Utilities Superintendent, Robert Marcincuk Wastewater Division Manager, Janina Lewis Procurement Services Director**)

### Recommendation

Award File No. 260177-N-AS, Single Source Purchase of Flygt Submersible Pumps and Parts to Xylem Water Solutions U.S.A., Inc., for a one (1) year period effective from the date of award, in a total estimated amount not to exceed \$100,000, for the Public Services Department – Advanced Wastewater Treatment Facility (AWWTF).

### Background

AWWTF currently utilizes three (3) submersible Flygt pumps for continuous return of activated sludge (RAS) pumping into the biological treatment processes. The RAS basin has space constraints and was retrofitted and standardized with these model Flygt pumps over 20 years ago. The Flygt pumps performed reliably over this time, and it would be cost prohibitive to retrofit mounting and adapter plates to select another model. The City's last purchase of Flygt pumps was in 2011 and AWWTF recently experienced two consecutive failures which exhausted AWWTF's spare inventory. These pumps are required for proper treatment plant function and are identified in AWWTF's existing FDEP domestic wastewater operating permit. The purpose of this contract is to furnish and deliver three (3) Flygt OEM submersible pumps and associated parts to replace the City's Flygt pumps that surpassed their useful life and provide a spare (see attached memo). Xylem Water Solutions U.S.A., Inc., is the sole-authorized vendor for Flygt products and is the only authorized service repair and warranty provider in the state of Florida (east of the Apalachicola river).

### Funding

FY26 budget; 402-4603-536.6300 project #WS2624 - AWWTF Water-Sewer Combination Services/Improvements other than Buildings.

### Strategic Plan Objective

N/A



## Public Services Department

### Memorandum

**Date:** June 12, 2026

**To:** Janina Lewis, Procurement Services Director

**Through:** Thomas Kiger, Public Services Director

TK

Raymond Page, Utilities Superintendent

**From:** Robert Marcincuk, Wastewater Division Manager

**Subject:** Authorize sole source purchase of three replacement Xylem Flygt pumps for the Advanced Wastewater Treatment Facility (AWWTF)

#### Recommendation

Authorize sole source purchases for three replacement Flygt submersible pumps and as needed parts from Xylem Water Solutions USA, Inc. Flygt Products for a one (1) year term with an annual amount not to exceed \$100,000.00

#### Background

The AWWTF currently utilizes three submersible Flygt pumps for continuous return of activated sludge (RAS) pumping into the biological treatment processes. The RAS basin has space constraints and was retrofitted and standardized with these model Flygt pumps more than twenty years ago. Flygt pumps have provided very dependable service over the 20+ years, and it would be cost prohibitive to retrofit mounting and adapter plates to select another model.

Our last purchase of Flygt pumps occurred in 2011 and AWWTF recently experienced two consecutive failures and has exhausted our spare inventory. These pumps are required for proper treatment plant function and are identified in our existing FDEP domestic wastewater operating permit. The original sole source pricing offered by Xylem for one replacement pump is \$29,102.90 and considered fair market value for these high-quality submersible pumps. However, the vendor has applied a 5% discount for ordering all three pumps in one order, the new reduced price is \$27,484.67 per pump.

#### Funding

Funds are budgeted in FY26 Sewage Treatment Renewal & Replacement account 402-4603-536-6300 WS2624.



**Xylem Water Solutions USA, Inc.  
Flygt Products**

June 12, 2026

455 Harvest Time Drive  
Sanford, FL 32771  
Tel (407) 880-2900  
Fax (407) 880-2962

**ALL BIDDING CONTRACTORS**

Quote # 2026-APO-0777  
Project Name: Tarpon Springs 3152 Replacement  
Job Name:

**3152/620 Replacement Quote**

Qty	Part Number	Description	Unit Price	Extended Price
3	3153.185-YYYY	Flygt Model NP-3153.185 10" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 15 HP 1150 RPM motor, 625 impeller, 1 x 50 Ft. length of submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 25,883.20	\$ 77,649.60
<b>Total Price</b>				<b>\$ 77,649.60</b>
<b>Freight Charge</b>				<b>\$ 4,805.00</b>
<b>Total Price</b>				<b>\$ 82,454.60</b>

**Terms & Conditions**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

**As of October 14<sup>th</sup>, 2024, all orders must meet a minimum dollar value of \$1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.**

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

**Freight Terms:** 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)  
See Freight Payment (Delivery Terms) below.

**Taxes:** State, local and other applicable taxes are not included in this quotation.

**Back Charges:** Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.



**Tariff Changes:** The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

**Shortages:** Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Sincerely,

Stephen Toolsie  
Sales Representative  
Phone: 407-553-4148  
Cell: 407-793-4407  
stephen.toolsie@xylem.com  
Fax: 407-880-2962





**Customer Acceptance**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2026-APO-0777  
Customer Name: ALL BIDDING CONTRACTORS  
Job Name:  
Total Amount: \$ 77,649.60  
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





**XYLEM WATER SOLUTIONS USA, INC. – FLYGT PRODUCTS**  
455 Harvest Time Drive. Sanford Florida 32771  
Phone: 407-880-2900 • Fax: 407-880-2962

May 29, 2026

City of Tarpon Springs  
Attn: Robert Marcincuk

Subject: FLYGT PRODUCTS – SALES & SERVICE

Please be advised that Xylem Water Solutions USA, Inc. is the only authorized vendor for Flygt Products and is the only authorized service repair and warranty organization in the State of Florida; (East of the Apalachicola River). Our staff is properly trained to provide you the best service available.

Thank you for your interest in Flygt Products. Do not hesitate to call me if you have any questions regarding distribution or any other matter.

Sincerely,

*Stephen Toolsie*  
Stephen Toolsie  
Sales Representative





## Memorandum

**Date:** June 23, 2026  
**To:** Mayor and Board of Commissioners  
**Through:** Janina Lewis, Procurement Services Director  
**From:** Janina Lewis, Procurement Services Director  
**Subject:** Extend File 200010-C-AM Purchasing Card Services (**Janina Lewis, Procurement Services Director**)

### Recommendation

Extend File No. 200010-C-JL utilizing the revenue producing Florida State Term Contract No. 84121500-15-01, Purchasing Card Services with Bank of America, N.A. through January 4, 2027 for various City departments.

### Background

On January 5, 2016, the State of Florida Department of Management Services (DMS) executed an agreement with Bank of America, N.A. for purchasing card (PCard) services. On September 24, 2019 the Board awarded the contract. On April 1, 2021, the State of Florida Department of Management Services renewed the contract. On April 13, 2021, the Board awarded the renewal contract. On April 11, 2025, the State of Florida Department of Management Services issued Amendment No. 8 to renew the contract services and, effective December 15, 2025, Amendment No. 9 extends services through July 4, 2026. On January 13, 2026, the Board approved the extension. On March 10, 2026, the DMS executed Amendment 10, extending the agreement. Last year, the City received a rebate of \$37,000.

The purpose of this contract is for a qualified financial institution to provide PCard services with card payments eligible for revenue sharing or rebates back to eligible users. The rebate is tiered based on annual spend, billing cycle and grace period and will be paid to the City annually.

The State of Florida Department of Management Services has agreed that State Agencies and local government entities in the State of Florida may utilize the purchasing card program.

### Funding

N/A

### Strategic Plan Objective

N/A



**CONTRACT AMENDMENT NO.: 10**  
Contract No.: **84121500-15-01**  
Contract Name: **Purchasing Card Services**

**This Contract Amendment No. 10** ("Amendment") to Contract No. 84121500-15-01 ("Term Contract") is made by the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **Bank of America, N.A** ("Contractor"), with its principal place of business located at 620 S. Tryon Street Charlotte, NC 28255; collectively referred to herein as the "Parties."

**WHEREAS** the Parties entered into the Term Contract, which became effective on January 5, 2016, for the provision of Purchasing Card Services;

**WHEREAS**, the Term Contract was previously amended to extend the term with a new expiration date of July 4, 2026;

**WHEREAS** the Parties agreed that the Term Contract may be amended by mutual agreement as provided in Exhibit B, Special Contract Conditions, subsection 6.9, Modification and Severability;

**WHEREAS** the Department desires to amend the Term Contract to include a six-month contract extension, pursuant to section 287.057(13), Florida Statutes, with a new expiration date of January 4, 2027, and the Contractor agrees to such extension.

**ACCORDINGLY**, and in consideration of the mutual promises contained in the Term Contract documents, the Parties agree as follows:

**I. Contract Amendment.**

All references to Contract contained within the previously executed Contract documents are hereby amended to refer to the underlying agreement as "Term Contract."

**II. Contract Extension.** The Term Contract is extended for a period of six months pursuant to the same terms and conditions of the Term Contract and any executed written amendments, with a new Term Contract expiration date of January 4, 2027.

**III. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Term Contract, the terms of this Amendment shall control.

**IV. Effect.** The terms and conditions of the Term Contract, as previously amended, are incorporated by reference as if fully re-written herein. The terms and conditions of the Amended Term Contract not amended herein will remain in full effect. This Amendment is effective when signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by the undersigned duly authorized representatives.



**CONTRACT AMENDMENT NO.: 10**  
 Contract No.: **84121500-15-01**  
 Contract Name: **Purchasing Card Services**

**State of Florida:**  
**Department of Management Services**

**Contractor:**  
**Bank of America, N.A.**

By: DocuSigned by:  
 Tom Berger  
 4810BB6123514E1...

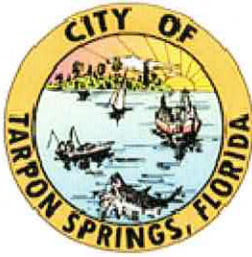
By: DocuSigned by:  
 Glenna Thompson  
 38ECFE08B8C44BE...

**Name:** Tom Berger  
**Title:** Interim Secretary

**Name:** Glenna Thompson  
**Title:** Senior Vice President

**Date:** 3/10/2026 | 9:50 AM EDT

**Date:** 3/7/2026 | 2:50 PM EST



# CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615  
Fax (727) 937-1766

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## MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*  
**DATE:** 01/13/2026  
**SUBJECT:** Extend File No. 200010-C-CM Utilizing the Revenue Producing Florida State Term Contract No. 84121500-15-01, Purchasing Card Services

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### RECOMMENDATION:

Extend File No. 200010-C-JL utilizing the revenue producing Florida State Term Contract No. 84121500-15-01, Purchasing Card Services with Bank of America, N.A., through July 4, 2026, for various City departments.

### BACKGROUND:

On January 5, 2016, the State of Florida Department of Management Services executed an agreement with Bank of America, N.A., for purchasing card (PCard) services. On September 24, 2019 the Board awarded the contract. On April 1, 2021, the State of Florida Department of Management Services renewed the contract. On April 13, 2021, the Board awarded the renewal contract. On April 11, 2025, the State of Florida Department of Management Services issued Amendment No. 8 to renew the contract services and, effective December 15, 2025, Amendment No. 9 extends services through July 4, 2026.

The purpose of this contract is for a qualified financial institution to provide PCard services with card payments eligible for revenue sharing or rebates back to eligible users. The rebate is tier based on annual spend, billing cycle and grace period and will be paid to the City annually. The City's estimated rebate for FY25 is \$37,000.

The State of Florida Department of Management Services has agreed that State Agencies and local government entities in the State of Florida may utilize the purchasing card program.

Accepted by: *Ch. [Signature]*  
City Manager

Attest: *Janina S. Lewis*  
City Clerk





**CONTRACT AMENDMENT NO.: 9**  
Contract No.: **84121500-15-01**  
Contract Name: **Purchasing Card Services**

**This Contract Amendment No. 9** ("Amendment") to Contract No. 84121500-15-01 ("Term Contract") is made by the Department of Management Services ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **Bank of America, N.A.** ("Contractor"), with its principal place of business located at 620 S. Tryon Street, Charlotte, NC 28255; collectively referred to herein as the "Parties."

**WHEREAS** the Parties entered into the Term Contract, which became effective on January 5, 2016, for the provision of Purchasing Card Services;

**WHEREAS** the Term Contract was previously amended to renew the term with a new expiration date of January 4, 2026;

**WHEREAS** the Parties agreed that the Term Contract may be amended by mutual agreement as provided in Exhibit B, Special Contract Conditions, subsection 6.9, Modification and Severability;

**WHEREAS** the Parties desire to amend the Term Contract to include a six-month contract extension, pursuant to section 287.057(13), Florida Statutes, with a new expiration date of July 4, 2026.

**ACCORDINGLY**, and in consideration of the mutual promises contained in the Term Contract documents, the Parties agree as follows:

**I. Contract Amendment.**

- a. All references to Contract contained within the previously executed Contract documents are hereby amended to refer to the underlying agreement as "Term Contract."
- b. The contract is amended to add the following as a new Section VIII. to the Term Contract:

**Termination Related to Statutory Certifications.** At the Department or the Contractor's option, the Term Contract may be terminated for convenience without contractual damages owed by the Contractor if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

- c. The contract is amended to add the following as a new Section VIV. to the Term Contract:

**Certifications.** With delivery of this Amendment, and each year on the anniversary date of the Contract, the Contractor agrees upon request to submit to the Department a



**CONTRACT AMENDMENT NO.: 9**  
 Contract No.: **84121500-15-01**  
 Contract Name: **Purchasing Card Services**

completed PUR 7801, Vendor Certification Form. The Contractor certifies as set forth in the PUR 7801, and subject to the conditions set forth therein, to the best of its knowledge as of the date hereof, there is no pending or threatened action in writing, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. Additionally, the Contractor shall promptly notify the Department and Customer in writing if its ability to perform is compromised during the term of the Contract (including potential inability to renew the Contract due to section 287.138 or 908.111, F.S.) or if it or to its knowledge its suppliers, subcontractors, or consultants under the Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department and Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Customer's delay.

**II. Contract Extension.** The Term Contract is extended for a period of six months pursuant to the same terms and conditions of the Term Contract and any executed written amendments, with a new Term Contract expiration date of July 4, 2026.

**III. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Term Contract, the terms of this Amendment shall control.

**IV. Effect.** The terms and conditions of the Term Contract, as previously amended, are incorporated by reference as if fully re-written herein. All terms and conditions contained in the Term Contract shall continue in full effect. This Amendment is effective when signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by the undersigned duly authorized representatives.

**State of Florida:**  
**Department of Management Services**

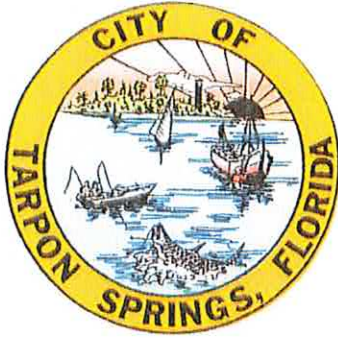
DocuSigned by:  
 By: *Pedro Allende*  
C94713928499485...

**Name:** Pedro Allende  
**Title:** Secretary  
**Date:** 12/15/2025 | 10:54 AM EST

**Contractor:**  
 Bank of America, N.A.

DocuSigned by:  
 By: *Glenna Thompson*  
362CF20688C44BE...

**Name:** Glenna Thompson  
**Title:** Senior Vice President  
**Date:** 12/12/2025 | 4:22 PM EST



# CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street  
P. O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615  
Fax (727) 937-1766

## MEMORANDUM

**TO:** Honorable Mayor and Board of Commissioners  
**THRU:** Jay Jackus, CPPO, CPPB, NIGP-CPP, Procurement Services Director  
**FROM:** Anthony McGee, NIGP-CPP, CPPB, MBA, Senior Procurement Analyst  
**DATE:** 04/13/2021  
**SUBJECT:** Renew File No. 200010-C-CM Utilizing the Revenue Producing Florida State Term Contract No. 84121500-15-01, Purchasing Card Services

### RECOMMENDATION:

Renew File No. 200010-C-JL utilizing the revenue producing Florida State Term Contract No. 84121500-15-01, Purchasing Card Services with Bank of America, N.A. through January 4, 2026 for various City departments.

### BACKGROUND:

On January 5, 2016, the State of Florida Department of Management Services executed an agreement with Bank of America, N.A. for purchasing card (PCard) services. On September 24, 2019 the Board awarded the contract. On April 1, 2021, the State of Florida Department of Management Services renewed the contract. Last year, the City received a rebate of \$52,649.07.

The purpose of this contract is for a qualified financial institution to provide PCard services with card payments eligible for revenue sharing or rebates back to eligible users. The rebate is tiered based on annual spend, billing cycle and grace period and will be paid to the City annually.

The State of Florida Department of Management Services has agreed that State Agencies and local government entities in the State of Florida may utilize the purchasing card program.

Accepted by: \_\_\_\_\_

  
City Manager

Attest: \_\_\_\_\_

  
City Clerk



# CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615  
Fax (727) 937-1766

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## MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**THRU:** Jay Jackus, CPPO, CPPB, Procurement Services Director  
**FROM:** Cathy Morgan, CPPO, CPPB, Senior Procurement Analyst (C.M.)  
**DATE:** 09/24/2019  
**SUBJECT:** Award File No. 200010-C-JL Utilizing the Revenue Producing Florida State Term Contract No. 84121500-15-01, Purchasing Card Services

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### RECOMMENDATION:

Award File No. 200010-C-JL utilizing the revenue producing Florida State Term Contract No. 84121500-15-01, Purchasing Card Services with Bank of America, N.A. for the period October 1, 2019 through January 4, 2021

### BACKGROUND:

On January 5, 2016, the State of Florida Department of Management Services executed an agreement with Bank of America, N.A. for purchasing card (PCard) services. The purpose of this contract is for a qualified financial institution to provide PCard services with card payments eligible for revenue sharing or rebates back to eligible users. The rebate is tiered based on annual spend, billing cycle and grace period and will be paid to the City annually.

The State of Florida Department of Management Services has agreed that State Agencies and local government entities in the State of Florida may utilize the purchasing card program. This contract has one (1) five year renewal option.

The City is utilizing Hillsborough County's Cooperative Contract which will expire September 30, 2019. Hillsborough County will be using the Florida State Term Contract for their purchasing card services. The City has received rebates for FY18 of \$49,606; FY17 \$44,599; FY16 \$47,792; FY15 \$53,566 and FY14 \$49,197.

Accepted by:   
City Manager

Attest:   
City Clerk





**AMENDMENT NO.: 7 - Renewal**  
State Term Contract No.: 84121500-15-01  
State Term Contract Name: Purchasing Card Services

This Amendment No. 7 ("Amendment"), effective April 6, 2021 to the Purchasing Card Services State Term Contract No. 84121500-15-01 ("STC" or "Contract"), is made by and between the State of Florida, Department of Management Services ("Department"), and Bank of America N.A. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein have the meaning assigned to them in the STC, unless otherwise defined herein.

**WHEREAS**, on January 5, 2016, the Department entered into the STC with the Contractor for the provision of Purchasing Card services;

**WHEREAS**, on January 5, 2021, the Department renewed the STC with the Contractor for a period of 30 days;

**WHEREAS**, on February 4, 2021, the Department renewed the STC with the Contractor for a period of 60 days;

**WHEREAS**, the Parties agreed that the STC may be renewed in accordance with Section 26, Renewal, of STC Exhibit B: General Contract Conditions, Form PUR 1000 (10/06); and

**WHEREAS**, the Parties wish to renew and amend the STC as set forth herein.

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

**I. STC Exhibit B.** The STC is amended to replace STC Exhibit B: General Contract Conditions, Form PUR 1000 (10/06), in its entirety with Exhibit B: Special Contract Conditions. Any and all references in the STC to Exhibit B: General Contract Conditions, Form PUR 1000 (10/06), are hereby amended to refer to Exhibit B: Special Contract Conditions, which is incorporated into the STC by reference herein.

**II. STC Exhibit C.** The STC is amended to rename STC Exhibit C: Special Contract Conditions as Exhibit C: Additional Special Contract Conditions. Any and all references in the STC to Exhibit C: Special Contract Conditions are hereby amended to refer to Exhibit C: Additional Special Contract Conditions.

**III.** The following sections contained in Exhibit B, Special Contract Conditions are hereby deleted or replaced in their entirety with the following:

Section 2.3.2 Termination for Convenience – This section is hereby deleted in its entirety.

Section 3.2.2 Preferred Pricing – This section is hereby deleted in its entirety.

Department of  
**MANAGEMENT  
SERVICES**



We serve those who serve Florida

**AMENDMENT NO.: 7 - Renewal**  
State Term Contract No.: 84121500-15-01  
State Term Contract Name: Purchasing Card Services

Section 3.4 Purchase Order -This section is hereby deleted in its entirety.

Section 6.1 Subcontracting - This section is hereby deleted in its entirety.

Section 7.5 Indemnification – This section is hereby deleted in its entirety.

Section 7.6 Limitation of Liability- This section is hereby deleted in its entirety and replaced with the following:

**Limitation of Liability.** For all claims against the Contractor under any Contract, and regardless of the basis on which the claim is made, the Contractor's liability under a Contract for direct damages shall be limited to the greater of \$100,000, or the dollar amount of the Contract. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

**IV.** The following sections contained in Exhibit C, Additional Special Contract Conditions are hereby deleted or replaced in their entirety with the following:

Section 11.4 Limitation of Liability - This section is hereby deleted in its entirety and replaced with the following:

**Section 11.4 Limitation and Liability**

The limitation of liability provisions of paragraph 1, Section 7.6, Exhibit B, Special Contract Conditions, apply to the Contract, with the following clarifications: notwithstanding any provisions to the contrary, the Contractor shall reimburse any actual costs to the State for a loss due to fraud committed by the employees or Subcontractors of the Contractor.

Section 12.3 Termination for Other Than Cause:

Subsection 12.3.1 - Either party may, terminate the Contract at any time by giving six (6) months written notice to the other party.



**AMENDMENT NO.:** 7 - Renewal  
 State Term Contract No.: 84121500-15-01  
 State Term Contract Name: Purchasing Card Services

**V. STC Renewal.** The STC is hereby renewed, effective April 6, 2021, with a new expiration date of January 4, 2026, under the same terms and conditions, except as amended herein.

**VI. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**VII. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the STC, the terms of this Amendment shall control.

**VIII. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the STC, as previously amended, shall continue in full force and effect.

**IN WITNESS WHEREOF,** the Parties have executed this Amendment by their duly authorized representatives.

**State of Florida:**  
**Department of Management Services**

By: Tami Fillyaw  
 Name: Tami Fillyaw  
 Title: Chief of Staff

Date: 4/1/2021 | 2:52 PM EDT

**Contractor:**  
**Bank of America, N.A**

By: Glenna S. Thompson  
 Name: Glenna S. Thompson  
 Title: Senior Vice President

Date: 4/1/2021 | 9:42 AM PDT



Memorandum

**Date:** June 23, 2026  
**To:** Mayor and Board of Commissioners  
**Through:** Janina Lewis, Procurement Services Director  
**From:** Patricia Hall, Senior Procurement Analyst  
**Subject:** Renew File No. 240125-C-PH, Concrete Mix Materials – Batch Mix Delivered (**Chris Cotta Public Works Director, Anthony Mannello Streets & Stormwater Supervisor, Janina Lewis Procurement Services Director**)

**Recommendation**

Renew File No. 240125-C-PH, Concrete Mix Materials – Batch Mix Delivered utilizing the Pinellas County Contract No. 23-0285-ITB-Goods with Concrete On Call in an estimated annual amount not to exceed \$80,000.00 from June 23, 2026 through May 8, 2027 for the Public Works Department – Streets and Stormwater Division.

**Background**

On May 9, 2023, Pinellas County awarded a contract for concrete mix materials to Concrete On Call. On July 16, 2024, the Board approved the use of this contract. On May 29, 2026, Pinellas County renewed this contract for an additional year. The purpose of this contract is to provide ready mix and batch mix concrete on an as-needed basis. Approximately \$57,000.00 has been expended this year to date (see attached memo).

The Pinellas County contract is a competitively bid cooperative contract which includes a provision for other governmental agencies to utilize this contract.

**Funding**

Funding will be identified at the time orders are placed.

**Strategic Plan Objective**

N/A



# CITY OF TARPON SPRINGS, FL

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615  
Fax (727) 937-1766

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## MEMORANDUM

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**TO:** Janina Lewis, CPPO, CPP-NIGP, FCCM, Procurement Services Director  
**THRU:** Chris Cotta, Public Works Director *Chris Cotta*  
**FROM:** *AM* Anthony Mannello, Streets and Stormwater Supervisor  
**DATE:** June 4, 2026  
**SUBJECT:** Renew File No. 240125-C-PH, Concrete Mix Materials, Delivered, Utilizing Pinellas County Cooperative Bid No. 23-0285-ITB-Goods

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### RECOMMENDATION:

Renew File No. 240125-C-PH, Concrete Mix Materials, Delivered, Pinellas County Bid No. 23-0285-ITB-Goods to Concrete on Call, Inc. for concrete mix materials in an estimated annual amount of \$80,000 effective from June 23, 2026 through May 8, 2027, for City-wide use. Purchase orders will only be issued against approved budgets.

### BACKGROUND:

On May 9, 2023, Pinellas County awarded a cooperative contract for concrete mix materials which included ready mix and batch mix concrete. Pinellas County competitively bid and awarded this cooperative contract, which included a provision for all government agencies to utilize this contract.

The purpose of this contract is to provide ready mix and batch mix concrete on an as needed basis. This contract is for a sixty (60) month period with unit pricing adjustable at twelve (12) months after the date of award and then annually based on the Producer Price Index (PPI).

**FUNDING:** Funding will be identified as orders are placed.



CLOSED

Awarded

# CONCRETE MIX MATERIALS, BATCH MIX – DELIVERED (CO-OP)

⚙ Invitation to Bid (ITB)

🏛 PUBLIC WORKS

📍 15012, 15015, 15016, 15035, 75070

**Project ID:** 23-0285-ITB

**Release Date:** Monday, January 9, 2023

**Due Date:** Thursday, February 9, 2023 3:00pm

🚩 Posted 📅 Monday, January 9, 2023 9:02am

*All dates & times in Eastern Time*

# CONCRETE MIX MATERIALS, BATCH MIX – DELIVERED (CO-OP)

## CONTRACT INFORMATION



Status

✓ Active

Start Date

May 9, 2023

Duration

Limited Term. Initial Term: 12 months

Summary

5/9/2023 - \$819,570.00

Renewal Options

Option 1: 12 months  
Activated on Mar 14, 2024

Option 2: 12 months  
Activated on Apr 15, 2025

Option 3: 12 months  
Activated on May 29, 2026

Option 4: 12 months

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End Date  
May 8, 2027

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Internal Reference ID  
None

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Contract ID  
23-0285-ITB

---

Vendor  
Concrete On Call INC

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Procurement Contact  
Jason O'Toole, CPPB  
Procurement Analyst Coordinator  
Email: [jo'toole@pinellas.gov](mailto:jo'toole@pinellas.gov)  
Phone: (727) 464-4104

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Department  
PUBLIC WORKS

---

Contains Cooperative Language  
Yes

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Acquired via Cooperative  
No

---

Bid Protest  
No

---

Contract Claim  
No

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Associated Project  
CONCRETE MIX MATERIALS, BATCH MIX - DELIVERED (CO-OP)

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Procurement Classification  
Invitation to Bid (ITB)

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Contract Type

---

Funding Source

---

Category Codes


15012, 15015, 15016, 15035, 75070

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**CONTRACT DOCUMENTS**


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Solicitation Document

 [23-0285-ITB-Goods - Concrete Mix Materials - Batch Mix Delivered \(Co-Op\).pdf](#)

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Agreement


 [BCC Approved Goods and Services Agreement 23-0285-ITB - Concrete Mix Materials Batch Mix Delivered \(Co-Op\).pdf](#)

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Vendor Submittal

 [Bid Submittals - Line Items 1-5.xlsx](#)


 [Bid Submittals - Line Items 6-11.xlsx](#)

 [Bid Submittals - Unspecified.xlsx](#)

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Amendment/Change Order

 [First Amendment - FE.pdf](#)

 [Second Amendment - FE.pdf](#)

 [Third Amendment - FE.pdf](#)

# PURCHASE ORDER

07/17/24

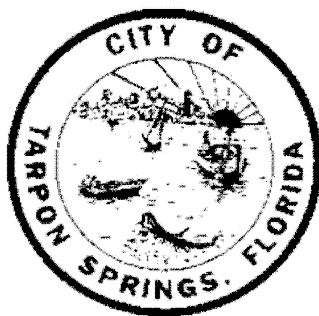
ORDER DATE

240792

No.

## CITY OF TARPON SPRINGS

324 E. PINE STREET  
P.O. BOX 5004  
TARPON SPRINGS, FLORIDA 34689



CONCRETE ON CALL INC  
PO BOX 1577  
PINELLAS PARK, FL 33780

CITY OF TARPON SPRINGS  
LOCATIONS AND QUANTITIES  
SPECIFIED FOLLOWING ITEM

240125-C-PH

26795

QUANTITY	UNIT	COMMODITY #	DESCRIPTION	ITEM	UNIT COST	TOTAL
			<p>CONCRETE MIX MATERIALS - AS NEEDED</p> <p>EFFECTIVE DATE: 07/16/24 EXPIRATION DATE: 05/08/25 NOT TO EXCEED: 60000.00</p> <p>REMARKS: In accordance with File No. 240125-C-PH BOC approved 7/16/2024 Pinellas County Contract No. 23-0285-ITB-Goods Effective through 5/08/2025</p>			

### BILLING INSTRUCTIONS:

1. Our Purchase Order Number MUST appear on all Packages, Invoices, etc.
2. Your Invoice must state list price, price to city and terms. - Provide 2 (two) copies.
3. Unless otherwise stated, all prices are delivered F.O.B., Tarpon Springs, Florida.
4. See Purchase Order Terms and Conditions on the reverse hereof.
5. Mail Original Invoice to:

Tax Exemption No. 85-8012621696C-2  
Federal ID No. 59-6000437

FINANCE DEPARTMENT, CITY OF TARPON SPRINGS, P.O. BOX 5004, TARPON SPRINGS, FL 34688-5004.

This Form contains an Electronic Signature

VENDOR COPY

AUTHORIZED SIGNATURE



# CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615

## MEMORANDUM

**TO:** Honorable Mayor and Board of Commissioners

**THRU:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *dl*

**FROM:** Patty Hall, CPPB, Senior Procurement Analyst *PH*

**DATE:** 7/16/2024

**SUBJECT:** Award File No. 240125-C-PH, Concrete Mix Materials – Batch Mix Delivered Utilizing the Pinellas County Contract No. 23-0285-ITB-Goods

### RECOMMENDATION:

Award File No. 240125-C-PH, Concrete Mix Materials – Batch Mix Delivered utilizing the Pinellas County Contract No. 23-0285-ITB-Goods with Concrete On Call in an estimated annual amount not to exceed \$80,000.00 through May 8, 2025 for the Public Works Department – Streets and Stormwater Division.

### BACKGROUND:


On May 9, 2023, Pinellas County awarded a contract for concrete mix materials to Concrete On Call. The purpose of this contract is to provide ready mix and batch mix concrete on an as-needed basis. Approximately \$50,000.00 has been expended this year to date. The term of this contract is for a one (1)-year period with four (4) additional annual renewals. Pricing may be adjusted at twelve (12) months after the date of award and then annually based on the Producer Price Index (PPI) (see attached memo).

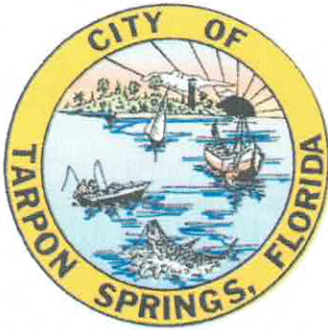
The Pinellas County contract is a competitively bid cooperative contract which includes a provision for other governmental agencies to utilize this contract.

**FUNDING:** Funding will be identified at the time orders are placed.

Accepted by: *[Signature]* City Manager

Attest: *[Signature]* City Clerk





# CITY OF TARPON SPRINGS, FL

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615  
Fax (727) 937-1766

---

## MEMORANDUM

---

**TO:** Janina Lewis, CPPO, CPP-NIGP, Procurement Services Director  
**THRU:** Tom Funcheon, Public Works Director  
**FROM:** Anthony Mannello, Streets and Stormwater Supervisor  
**DATE:** July 19, 2024  
**SUBJECT:** Award File No. 240125-C-PH, Concrete Mix Materials, Delivered, Utilizing Pinellas County Cooperative Bid No. 23-0285-ITB-Goods

---

### RECOMMENDATION:

Award File No. 240125-C-PH, Concrete Mix Materials, Delivered, Pinellas County Bid No. 23-0285-ITB-Goods to Concrete on Call, Inc. for concrete mix materials in an estimated annual amount of \$80,000 effective from date of award through May 8, 2028, for City-wide use. Purchase orders will only be issued against approved budgets.

### BACKGROUND:

On May 9, 2023, Pinellas County awarded a cooperative contract for concrete mix materials which included ready mix and batch mix concrete. Pinellas County competitively bid and awarded this cooperative contract, which included a provision for all government agencies to utilize this contract.

The purpose of this contract is to provide ready mix and batch mix concrete on an as needed basis. This contract is for a sixty (60) month period with unit pricing adjustable at twelve (12) months after the date of award and then annually based on the Producer Price Index (PPI).

**FUNDING:** Funding will be identified as orders are placed.

AGREEMENT

**GOODS AND SERVICES AGREEMENT**

**THIS GOODS AND SERVICES AGREEMENT** is made as of the 9th day of May 2023 (effective date), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and *Concrete On Call* ("Contractor"), (individually, "Party," collectively, "Parties").

**WITNESSETH:**

**WHEREAS**, the County requested proposals pursuant to 23-0285-ITB-Goods for Concrete Mix Materials – Batch Mix Delivered (Co-Op); and

**WHEREAS**, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

**WHEREAS**, Contractor represents that it has the experience and expertise to provide Goods and perform the Services as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

**1. Definitions**

- A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including any other information designated in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

**2. Execution of Agreement**

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

AGREEMENT

3. **Conditions Precedent**

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. **Services**

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Road and Bridge Section Manager or Public Works Designee.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. **Term of Agreement:**

**Initial Term** - The term of this Agreement shall commence on the effective date and shall remain in full force and for (12) twelve months, or until termination of the Agreement, whichever occurs first.

Unit prices are held firm for the duration of the Agreement.

**Term Extension** - The Parties may extend the term of this Agreement for four (4) additional (12) twelve month period(s) beyond the primary contract period, subject to written notice of agreement from the County and the Contractor.

Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Producer Price Index (PPI) or 8%, whichever is less, for all Urban Consumers, Producer Price Index (PPI) for Ready-Mix Concrete, Series Id: PCU327320327320C, Not Seasonally Adjusted, Area: South region, Base Date: 201212 based on the 12 months prior. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

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It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted between 90-120 days prior to contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above shall not be considered.

**6. Orders**

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

**7. Delivery / Claims**

Prices on the Schedule of Prices are F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County, unless special delivery charges apply (Item 10 of Schedule). Actual delivery address(es) will be identified at time of order. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.

**8. Inspection**

In County's sole discretion, goods rejected due to inferior quality or workmanship will be returned to Contractor at Contractor's expense and are not to be replaced except upon receipt of written instructions from County.

**9. Material Quality**

All goods and materials purchased and delivered pursuant to this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt must be exchanged within 24 hours of notice to the Contractor at no charge to County.

**10. Material Safety Data**

In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

**11. Purchase Order Number**

Each order will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

**12. Variation in Quantity**

County assumes no liability for goods or materials produced, processed or shipped in excess of the amounts ordered pursuant to the terms of this Agreement.

**13. Warranty**

Seller warrants that the goods are of first quality and as described in Prices Schedule. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

**14. Compensation and Method of Payment**

**A. Goods and Services Fee** - As total compensation for the Goods and Services, the County shall pay the Contractor the sums as provided in this Section Compensation and Method Payment ("Goods and Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Goods and Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to provide Goods and perform all of the Services required by this Agreement. In no event will the Goods and Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

**B. Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed amount of \$819,570.00 for Goods and Services completed and accepted herein, payable on a fixed-fee basis, as needed, for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

**AGREEMENT**

**C. Travel Expenses** – All costs include all delivery fuel and overhead costs associated

**D. Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

**E. Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to Clerks Finance. Copies of the signed delivery load tickets will be emailed with an invoice to PWSMaterialreceipts@pinellas.gov.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis.

All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**15. Acceptance of Services**

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Roadway Maintenance Section Manager, Department of Public Works or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to *Concrete On Call*. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

**16. Discounts**

Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date or receipt of goods, or the date of approved invoice, whichever is later.

**17. Subcontracting/Assignment.**

**A. Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

**B. Assignment** - This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

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**18. Personnel**

**A. E-Verify** - The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

**B. Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement

**C. Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

**19. Name Changes**

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

**20. Compliance with Laws**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and

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health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**21. Applicable Law and Venue**

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

**22. Public Entities Crimes**

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**23. Waiver**

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

**24. Due Authority**

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

**25. Termination****A. Contractor Default Provisions and Remedies of County**

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:
  - i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
  - ii. Contractor breaches Confidential Information Section of this Agreement;
  - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
  - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

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**B. County Default Provisions and Remedies of Contractor**

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
  - i. the County fails to make timely undisputed payments as described in this Agreement;
  - ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

**C. Termination for Convenience**

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

**26. Time is of the Essence**

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

**27. Confidential Information and Public Records**

- A. **County Confidential Information** - Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

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**If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor’s duty to provide public records relating to this agreement, the contractor shall contact:**

**Pinellas County Board of County Commissioners**

**Purchasing and Risk Management Division**

**400 S. Ft. Harrison Ave, 6th Floor,**

**Clearwater, FL 33756**

**Public Records Liaison**

**Phone: 727-464-3237**

**Email: [mcchartier@pinellas.gov](mailto:mcchartier@pinellas.gov)**

**28. Audit**

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

**29. Digital Accessibility**

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 (“WCAG 2.0”) at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County’s sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the “Accessibility Issue”) that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor’s receipt of a non-compliance notice (“Notice”), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) (“Initial Meeting”).

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

**AGREEMENT**

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, “Indemnification.”

**30. Liability and Insurance**

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.
- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney’s fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney’s fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers’ Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the “ADA”) except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor’s negligence or willful action or failure to act.
- D. **Contractor’s Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers’ compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor’s assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

**31. County’s Funding**

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

**32. Survival**

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

**33. Notices**

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Kelli Hammer Levy  
Director, Public Works

**AGREEMENT**

22211 US Hwy 19 Bldg 1

Clearwater, FL 33765

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn: Gordon Wardell

President

Concrete On Call

P.O. Box1577

Pinellas Park, FL 33780

**34. Conflict of Interest**

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

**35. Right to Ownership**

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

**36. Amendment**

This Agreement may be amended by mutual written agreement of the Parties hereto.

**37. Severability**

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full

**AGREEMENT**

force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

**38. No Third-Party Beneficiary**

The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

**39. Force Majeure**

“Force Majeure Event” means any act or event that (i) prevents a Party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other Party’s (the “Performing Party”) obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party’s performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party’s obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

**40. Order of Precedence**

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

- A. Pinellas County Agreement
- B. Exhibit A - Specifications – 23-0285-ITB-Goods
- C. Exhibit B – Insurance Requirements
- D. Exhibit C – Payment Schedule
- E. Exhibit D – Payments/Invoices
- F. Exhibit E – Dispute Resolutions for Pinellas County Board of County Commissioners in Matters of Invoice Payments

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

**41. Entirety**

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

**(Signature Page Follows)**

AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

Board of County Commissioners

*Janet C. Long*  
By Janet C. Long  
Chair

*Concrete On Call Inc*  
Name of Firm

By: *W. Gordon Warden*  
Signature

*W. Gordon Warden*  
Print Name

*President*  
Title



ATTEST: KEN BURKE, CLERK

By: *Ken Burke*

APPROVED AS TO FORM  
By: *Keiah Townsend*  
Office of the County Attorney

**SPECIFICATIONS**

**EXHIBIT A – Specifications**

**A. OBJECTIVE**

Contractor will furnish and deliver concrete mix materials, specifically batch mix, and other related materials to the County at designated sites within Pinellas County on an “as-needed” basis.

**B. BACKGROUND**

Concrete mix and other materials are utilized by the County's various Departments, including Utilities, Parks and Preserves, and Public Works Divisions (Stormwater, Response and Roadway Maintenance) crews for sidewalk repair and construction, curbs, gutters, roadways, bridges, and other concrete work.

**C. REQUIREMENTS**

1. Contractor shall have a minimum of two (2) concrete delivery trucks to service two (2) County crews to be located in north and south areas, to provide points to all areas of Pinellas County.
2. Contractor shall disclose their manufacturing plant location with address and contact information.
3. The County reserves the option to visit the Contractor's material site for quality control purposes at any time during the contract term.
4. Contractor shall have the capability of providing various batch mix strengths at the sites.
5. Materials: Batch mix concrete shall conform to ASTM C685 – Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing.  
FDOT Standard Specifications for Road and Bridge Construction

Requirements Checklist Items on the following page.

**SPECIFICATIONS**

Requirements Checklist Items

1. Contractor Truck and Equipment List

**VEHICLES**

Description	Year	Model	GVW	Vehicle ID#	Item #
18' Equipment Trailer	2008	Loudo Trailers	12000	1L9BU18287N383296	Trailer
Concrete Truck #8-Mack	2007	Mack CTP713	66000	1M2AT04CX7M003888	Truck
Concrete Truck #9-Mack	2013	Mack GU813	69000	1M2AX13CODM021291	Truck
Concrete Truck #10-Mack	2015	Mack GU813	70000	1M2AX13C5FM027252	Truck
Concrete Truck #12 - Mack	2016	Mack GU813	80000	1M2AX13C8GM030700	Truck
Concrete Truck #14 - Mack	2016	Mack GU813	80000	1M2AX13CXGM030701	Truck
Concrete Truck #15 - Mack	2016	Mack GU813	80000	1M2AX13C1GM030702	Truck
Concrete Truck #17 - Mack	2018	Mack GU813	80000	1M2AX13CIJM039875	Truck
Concrete Truck #18 - Mack	2018	Mack GU813	80000	1M2AX13C0JM041326	Truck
Concrete Truck #19 - Mack	2019	Mack GU813	80000	1M2GR2GC5KM002866	Truck
Service Pick Up F250 Ford	2016	Ford F250		1FT7X2A66GED45359	Pick Up 250
Dump Trailer - Down 2 Earth	2018	DTE612DT5.2B	10400	5MYDT1224JB057654	Trailer
Concrete Truck #20 - Mack	2019	Mack GU813	80000	1M2GR2GC6KM010135	Truck
Concrete Truck #21 - Mack	2020	Mack GU813	80000	1M2GR2GC1LM017060	Truck
Concrete Truck #22 - Mack	2020	MACK Grante 64BR	80000	1M2GR2GCXLM018322	Truck
Concrete Truck #23 - Mack	2021	MACK Grante 64BR	80000	1M2GR2GC5MM020433	Truck
Concrete Truck #24 - Mack	2021	MACK Grante 64BR	80000	1M2GR2NC8MM001958	Truck
Concrete Truck #25 - Mack	2021	MACK Granite 84BR	80000	1M2GR2NC6MM002154	Truck
Concrete Truck #26 - Mack	2022	MACK Granite 84BR	80000	1M2GR2NC3NM002565	Truck

2. Manufacturing Plant Location with address and contact information

**Concrete On Call Inc**

Post Office Box 2079, Palmetto, Florida 34220

Fax 727-573-1081 Email: wgwardell@yahoo.com cocinvoices@yahoo.com

(727) 573-4683 (941) 746-0288 (813) 221-4683

Pinellas County Yard  
12354 44th Street North  
Clearwater, Florida

Hillsborough Yard  
911 Skipper Road  
Tampa, Florida

Bradenton Yard  
3606 15th Street East  
Bradenton, Florida

**SPECIFICATIONS**

**D. SCOPE**

Contractor shall provide all equipment, delivery, materials, supervision, and incidentals for the transporting, measuring, batching, mixing and pumping of concrete materials to prepared job sites. Materials shall be in a fresh and unhardened condition. Materials include on site batch mix, mesh, flowable fill and pumping services. The County will provide a Concrete Washout area for Contractor at each site location.

It is expected that materials will be required several days per week, averaging fourteen (14) cubic yards per week delivered to multiple worksites. The County will attempt to concentrate deliveries in specific areas and provide advance notice of weekly needs whenever possible.

Pumping Services: On occasion, the County may require pumping services for pours beyond a common delivery pour distance of ten feet (10') or of unusual height conditions. The Contractor shall be required to mobilize and provide the labor and material as provided for in Exhibit C, Payment Schedule

**E. DELIVERABLES**

**SAMPLES & MATERIAL TESTING**

1. The County reserves the right to have an independent testing laboratory visit any site during the work and take quality control samples to ensure concrete meets specifications. The results of these tests shall remain the property of the County and will become a part of the permanent record of that installation.
2. The County will hold the Contractor responsible to delineate and replace, at no cost to the County, all concrete that does not meet the 28-day compressive strength requirements. Replacement work shall be complete within thirty (30) calendar days of written or electronic notification from the County. The Contractor shall reimburse the County for the cost of the testing lab for both the preliminary sample and post condition tests.
3. In the event the concrete does not meet requirements more than three (3) times during the contract term, County may deem the Contractor is in breach of contract which may lead to termination of contract.

**DELIVERY SCHEDULE**

NOTE: Time is of the essence, and the performance of Services and product delivery of shall be made strictly in accordance with the schedule set out in these Specifications.

- a. Contractor shall work with the County to coordinate the constant demand of materials and deliveries. At a minimum, product delivery shall be on demand within seventy-two (72)-hour notice.

Example: if product is ordered at 7:00AM Monday then product will be delivered at 7:00AM Thursday/(Or earlier agreed to time)

- b. It is imperative that deliveries be made as scheduled, as crews are mobilized at the site(s) awaiting material. Repetitive delivery delays exceeding a one (1) hour maximum time from the scheduled delivery may be deemed a default subject to termination pursuant to Section 25 of the Agreement.

**DELIVERY TICKETS**

Tickets: A concrete load ticket shall accompany every delivery. The ticket shall clearly include the following details:

- a. Name and address of work site;
- b. Name of person receiving material;
- c. Number of cubic yards;

**SPECIFICATIONS**

- d. Clearly identifies the type and strength of mix;
- e. Batch mix: Provide batcher's signature certifying that the batch was produced and delivered per the work request and in accordance with specifications.
- f. Copies of signed delivery load tickets shall be emailed with invoice to [PWMaterialReceipts@pinellas.gov](mailto:PWMaterialReceipts@pinellas.gov)

**DELIVERY MINIMUM/ALLOWABLE CHARGE**

The minimum order size established for this contract is three (3) cubic yards per load. The delivery charge identified in Exhibit A, Payment Schedule will be applicable only when consecutive pours at multiple sites within a two (2) mile radius fall below a three (3) cubic yard minimum.

Delivery Charge: A delivery charge will be available when consecutive pours at multiple sites within a two (2) mile radius fall below a three (3) cubic yard minimum.

**UNSPECIFIED MATERIALS**

Unspecified work is defined as minor purchases not listed elsewhere in this scope which may be required due to unexpected conditions. Unspecified work is not guaranteed as part of the contract and must be properly authorized by the County before performed. The County and Contractor will mutually agree on cost for unspecified. There is no guarantee that the funds identified at Exhibit C, Payment Schedule, Unspecified Materials will ever be required.

## INSURANCE

**EXHIBIT B - INSURANCE REQUIREMENTS****1. LIMITATIONS ON LIABILITY**

By submitting a Bid, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Bid I that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

**2. INDEMNIFICATION**

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

**3. INSURANCE:**

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- A. Submittals should include the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at

**INSURANCE**

[InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Vendor or their agent prior to the expiration date.

- 1) Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Vendor of this requirement to provide notice.
- 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

D. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

- 1. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
- 2. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
- 3. Provide that County will be an additional indemnified party of the subcontract;
- 4. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
- 5. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
- 6. Assign all warranties directly to the County; and
- 7. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.
- 5) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

**INSURANCE**

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non- owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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- 4) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above.

Limits

Each Occurrence	\$ 4,000,000
General Aggregate	\$ 4,000,000

- 5) **Pollution Legal/Environmental Legal Liability Insurance** for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;

**INSURANCE**

- b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- c. Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

- 6) Property Insurance Vendor will be responsible for all damage to its own property, equipment and/or materials.

PAYMENT SCHEDULE

**EXHIBIT C - PAYMENT SCHEDULE**

**Concrete Batch Mix Delivered Onsite**

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	3,000 PSI-Mixed On-Site	875	Cubic Yard	\$225.00
2	3,500 PSI-Mixed On Site	30	Cubic Yard	\$235.00
3	4,000 PSI-Mixed on Site	280	Cubic Yard	\$245.00
4	5,000 PSI-Mixed On Site	0	Cubic Yard	\$255.00
5	3,000 PSI-Chatt Rock (2" Pump Mix) Mixed on Site	10	Cubic Yard	\$225.00

**Other Materials Onsite**

Line Item	Description	Quantity	Unit of Measure	Unit Cost
6	Flowable Fill, 150 PSI Max, Pump Application	45	Cubic Yard	\$225.00
7	Fiber Mesh Reinforcement (.75" Residential)	840	Cubic Yard	\$10.00
8	Fiber Mesh Reinforcement (1 ½" Commercial)	1680	Cubic Yard	\$15.00
9	Pumping Services (Minimum 2 Hours)	210	Per Hour	\$135.00
10	Deliver charge applicable for loads that fall below three (3) yard minimum, including consecutive pours ordered at multiple sites within a two (2) mile radius and fall below a minimum of three (3) cubic yards	90	Each	\$55.00
11	Emergency Services Fee (1-hour acknowledgement response time with a four (4) hour on site response time	5	Each	\$600.00

All costs include all delivery fuel and overhead costs associated

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	<b>Unspecified Materials:</b> For items not specifically listed on contract. Unspecified funds stated are an estimate only and no guarantee is given or implies as to the amount that will be used during the contract period.	45000	Dollar	\$45,000.00

**PAYMENT/INVOICES**

**EXHIBIT D - PAYMENT/INVOICES**

**PAYMENT/INVOICES:**

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

**Contractor Information**            Company name, mailing address, phone number, contact name and email address as provided on the PO

**Remit To**            Billing address to which you are requesting payment be sent

**Invoice Date**        Creation date of the invoice

**Invoice Number**      Company tracking number

**Shipping Address**    Address where goods and/or services were delivered

**Ordering Department** Name of ordering department, including name and phone number of contact person

**PO Number**          Standard purchase order number

**Ship Date**            Date the goods/services were sent/provided

**Quantity**            Quantity of goods or services billed

**Description**        Description of services or goods delivered

**Unit Price**          Unit price for the quantity of goods/services delivered

**Line Total**          Amount due by line item

**Invoice Total**        Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at ([www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase)).

**DISPUTE RESOLUTION**

**EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  - 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
  - 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

## FIRST AMENDMENT

This Amendment is made and entered into this 13 day of March, 2024, by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Concrete On Call (hereinafter referred to as "Contractor"), (individually referred to as "Party", collectively "Parties").

### WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on May 9, 2023, pursuant to Pinellas County Contract No. 23-0285-ITB (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Concrete Mix Materials – Batch Mix Delivered (Co-Op) for County; and

WHEREAS, Section Thirty-Six ("Amendment") of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for a renewal of the contracted goods and services, at the same prices, terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. In accordance with Section 5 ("Term of Agreement"), subsection "Term Extension", the parties agree to exercise a twelve (12) month extension resulting in a new contract end date of May 8, 2025.
2. Section 14 ("Compensation and Method of Payment"), subsection B ("Spending Cap and Payment Structure"), is revised to reflect an increase in the amount of Eight-Hundred Nineteen Thousand, Five Hundred Seventy Dollars and Zero Cents (\$819,570.00), for a new total not-to-exceed sum of One-Million, Six-Hundred Thirty-Nine Thousand, One-Hundred Forty-Dollars and Zero Cents (\$1,639,140.00).
3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day and year first written above.

Pinellas County Florida, a political subdivision of the State of Florida

Contractor: Concrete On Call, Inc  
By: [Signature]  
Signature  
Name: W. Gordon Wardell  
Typed, printed, or stamped  
Title: PRESIDENT, CONCRETE ON CALL INC  
Date: 2-29-24

County: Barry Burton  
By: \_\_\_\_\_  
Signature  
Name: Barry Burton  
Typed, printed, or stamped  
Title: County Administrator

**APPROVED AS TO FORM**  
By: Keiah Townsend  
Office of the County Attorney

<b>PINELLAS COUNTY GOVERNMENT, FLORIDA</b>	
<b>Award Tabulation</b>	
<b>Bid No.: 23-0285-ITB - Goods (rebid)</b>	
<b>Bid Title :Concrete Mix Materials, Batch Mix Materials, Onsite (Co-op)</b>	
<b>Vendor</b>	<b>Amount</b>
Concrete On Call	\$ 819,570.00
	\$ 370,460.00
<b>Total Awards</b>	<b>\$ 1,190,030.00</b>
	County Spending*
	Co-op Estimate Spending

\*Award recommendation in the amount of \$819,570.00 (12-month term) for County requirements. Cooperative expenditures are \$370,460.00, for a total County and Cooperative expenditure in the amount of \$1,190,030.00."

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	Flowable Fill, 150 PSI Max, Pump Application	135	Cubic Yard	\$225.00	\$30,375.00
7	Fiber Mesh Reinforcement (.75" Residential)	1078	Cubic Yard	\$10.00	\$10,780.00
8	Fiber Mesh Reinforcement (1 1/2 " Commercial)	455	Cubic Yard	\$15.00	\$6,825.00
9	Pumping Services (Minimum 2 Hours)	233	Per hour	\$135.00	\$31,455.00
	Delivery Charge Applicable for Loads that fall Below three (3) Yard Minimum. Including consecutive pours ordered at multiple sites within a two (2) mile radius and fall below a minimum of three (3) cubic yards.	85	Each	\$50.00	\$4,250.00
	Emergency Services Fee (1-hour acknowledgement response 11 time with a four (4) hour on site response time.	20	EACH	\$600.00	\$12,000.00
	<b>Total</b>				<b>\$95,685.00</b>



## Memorandum

**Date:** June 23, 2026  
**To:** Mayor and Board of Commissioners  
**Through:** Janina Lewis, Procurement Services Director  
**From:** Patricia Hall, Senior Procurement Analyst  
**Subject:** Extend File No. 250186-C-PH, Shade and Shelter Services (**Chris Cotta Public Works Director, James Burke Parks and Parkways Maintenance Supervisor, Janina Lewis Procurement Services Director**)

### Recommendation

Extend File No. 250186-C-PH, Shade and Shelter Services, Utilizing Hillsborough County Contract No. 24-24720, to Creative Shade Solutions, Inc., in an estimated amount of \$75,000, for the period of May 27, 2026 through December 31, 2026 for the Public Works Department – Parks and Parkways Division.

### Background

On June 5, 2024, Hillsborough County awarded contract No. 24-24720 to Creative Shade Solutions, Inc. On May 27, 2025, the Board approved the use of this contract. Hillsborough County has extended this contract for an additional six (6) months. The purpose of this contract is to provide shaded areas for the public at several locations throughout the City. This contract is effective through December 31, 2026 (see attached memo).

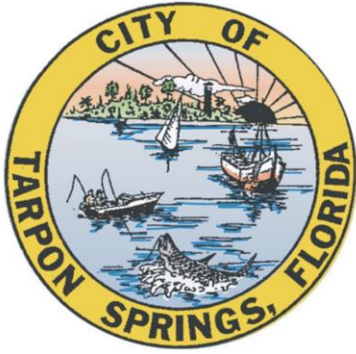
This contract has been awarded by virtue of a public competitive process through Hillsborough County and is available to all governmental agencies.

### Funding

Parks and Parkways account 001-1403-572.46-00, Repairs and Maintenance, or as orders are placed.

### Strategic Plan Objective

N/A



# CITY OF TARPON SPRINGS

## PUBLIC WORKS DEPARTMENT

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5610

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### MEMORANDUM

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**TO:** Janina Lewis, Procurement Services Director

**THROUGH:** Chris Cotta, Public Works Director *Chris Cotta*

**FROM:** James Burke, Parks and Parkways Maintenance Supervisor *James Burke*

**DATE:** 06/15/2026

**SUBJECT:** Extend File No. 250186-C-PH, Shade and Shelter Services

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#### RECOMMENDATION:

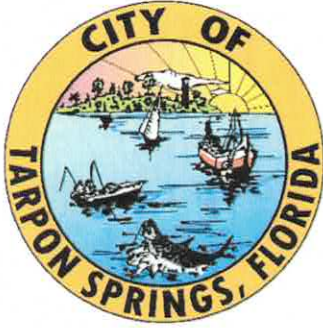
Authorization to piggyback Hillsborough County Blanket Agreement No. 224300670 for shade and shelter services establishing an upper spending limit of \$75,000 and awarding Creative Shade Solutions. This cooperative contract will allow the City to procure shade structures and associated services through an established, competitively solicited agreement.

#### BACKGROUND:

The city has used Creative Shade Solutions since 2019 to create shade structures at multiple locations throughout the city. Utilizing this contract will enhance our ability to provide shaded areas for the public and city employees, improving comfort and safety in outdoor public spaces and utilizing emergency services during hurricanes. The agreement is effective through December 31, 2026, at which time it will be reviewed for potential renewal or replacement.

#### FUNDING:

Parks and Parkways 001-1403-572.46-00 or the division that is utilizing the contract.



# CITY OF TARPON SPRINGS, FL

## Procurement Services

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615

### MEMORANDUM

**TO:** Honorable Mayor and Board of Commissioners  
**THRU:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*  
**FROM:** Patty Hall, CPPB, Senior Procurement Analyst *PH*  
**DATE:** 5/27/2025  
**SUBJECT:** Award File No. 250186-C-PH, Shade and Shelter Services

### RECOMMENDATION:

Award File No. 250186-C-PH, Shade and Shelter Services, Utilizing Hillsborough County Contract No. 24-24720, to Creative Shade Solutions, Inc., in an estimated amount of \$190,000, for the period of May 27, 2025 through June 4, 2026 for the Public Works Department – Parks and Parkways Division.

### BACKGROUND:

On June 5, 2024, Hillsborough County awarded contract No. 24-24720 to Creative Shade Solutions, Inc. The purpose of this contract is to provide shaded areas for the public at several locations throughout the City such as the new fitness park, replacement of shade sails at the Sponge Docks and a new shade structure at the Discovery Playground. This contract is effective through June 4, 2026 (see attached memo).

This contract has been awarded by virtue of a public competitive process through Hillsborough County and is available to all governmental agencies.

**FUNDING:** Parks and Parkways account 001-1403-572.46-00 or as orders are placed.

Accepted: *Ch Ad*  
City Manager

Attest: *K Michelle Manon*  
for City Clerk



# CITY OF TARPON SPRINGS

## PUBLIC WORKS DEPARTMENT

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5610

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### MEMORANDUM

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**TO:** Janina Lewis, Procurement Services Director  
**THROUGH:** Bob Robertson, P.E. Interim Public Works Director   
**FROM:** James Burke, Parks and Parkways Maintenance Supervisor *James Burke*  
**DATE:** 05/20/2025  
**SUBJECT:** File No. 250186-C-PH, Creative Shade Solutions for Shade and Shelter Services

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#### RECOMMENDATION:

Authorization is requested to piggyback Hillsborough County RFQ No. 24720 for shade and shelter services to provide expanded shade coverage for the City of Tarpon Springs, establishing an upper spending limit of \$190,000 and awarding to Creative Shade Solutions. This cooperative contract will allow the City to procure shade structures and associated services through an established, competitively solicited agreement.

#### BACKGROUND:

The city has used Creative Shade Solutions since 2019 to create shade structures at multiple locations throughout the city like Splash Park, Sunset Beach Playground, Public Works Complex and The Sports Complex on Jasmine Ave.

Utilizing this contract will enhance our ability to provide shaded areas for the public and city employees, improving comfort and safety in outdoor public spaces. The contract is effective through June 4, 2026, at which time it will be reviewed for potential renewal or replacement.

The maximum amount of \$190,000 under this contract is for several current and proposed projects, including but not limited to:

- Fitness Park Shade Sails – \$9,500
- Replacement of Shade Sails at the Sponge Docks Roundabout – \$5,100
- New Shade Structure at Discovery Playground – Estimated at \$160,000
- Repairs and maintenance of existing shade sails – Balance of the requested funds

These projects are part of the City's continued efforts to enhance recreational amenities and provide safe, sun-protected environments throughout our parks and public areas.

#### FUNDING:

Parks and Parkways 001-1403-572.46-00 or the division that is utilizing the contract.

# Agenda Item Cover Sheet

Agenda Item N<sup>o</sup>: A-28

Meeting Date 6/5/2024

Consent Section

Regular Section

Public Hearing

<b>Subject:</b> Award a two (2) year contract to the overall lowest, responsive, and responsible bidder for ongoing and as-needed purchases and installation of shade and shelter structures (ITB-24-24720) for the Parks & Recreation Department at a total cost of \$1,817,190.00.			
<b>Department Name:</b> Procurement Services			
<b>Contact Person:</b> Scott Stromer		<b>Contact Phone:</b> 301-7095	
<b>Sign-Off Approvals:</b>			
<b>Tom Fesler</b>	<b>5/24/2024</b>	<b>Scott Stromer</b>	<b>5/23/2024</b>
Assistant County Administrator	Date	Department Director	Date
<b>Kevin Brickey</b>	<b>5/23/2024</b>	<b>Sacha Brown-Taylor</b>	<b>5/23/2024</b>
Management and Budget – Approved as to Financial Impact Accuracy	Date	County Attorney – Approved as to Legal Sufficiency	Date
<b>N/A</b>	<b>N/A</b>		
Deputy or Chief County Administrator	Date		

**Staff's Recommended Board Motion:**  
Award a two (2) year contract to the overall lowest, responsive, and responsible bidder, Creative Shade Solutions Inc., for ongoing and as-needed purchases and installation of shade and shelter structures at park locations throughout the County (ITB-24-24720) for the Parks & Recreation Department at a total cost of \$1,817,190.00. In this case, there were no Certified Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) firms and no Registered Small Business Enterprise (SBE) firms for the specified goods and services; therefore, no participation goal or set-aside was established for this procurement. Funding is available in the requesting department's operating and capital budgets, and purchase orders will only be issued against approved budgets.

**Financial Impact Statement:**  
Funding is available in the requesting department's operating and capital budgets, and purchase orders will only be issued against approved budgets.

**Background:**  
The recommended award amount is approximately 2.5% (\$44,425.00) higher than the requesting department's estimate. Effective competition and transparency were achieved through the use of competitive sealed bidding for this procurement, and the requesting department determined the pricing to be fair, reasonable, and consistent with previous purchases of similar structures and services. The structures will allow for expanded use of playgrounds during summer days when temperatures would otherwise render play equipment too hot for activities. The resulting contract will be made available to the Hillsborough County Governmental Purchasing Council.

**DELEGATIONS TO DIRECTOR OF PROCUREMENT:**  
 Unilateral Change Orders up to \$25,000 for additions within the scope of the contract  
 Unilateral Extensions  
 Unilateral Renewals  
 Additional Purchase Option(s)





PROCUREMENT SERVICES

PO Box 1110, Tampa, FL 33601-1110
(813) 301-7095 | Fax: (813) 272-6290

DATE: April 9, 2024

TO: Joshua Merino, Special Projects Coordinator, Parks and Recreation Department

FROM: Lisa Leavitt, Senior Buyer, Procurement Services

CHIEF FINANCIAL ADMINISTRATOR
Tom Fesler

SUBJECT: Recommendation for Award for RFQ No. 24720 Shade and Shelter Services. Estimated Cost \$1,772,765.00

Response Due Date to Procurement: April 15, 2024

1. Creative Shade Solutions, Inc. \$680,940.00 {Group-1} + \$1,061,250.00 {Group-2} + \$75,000.00( Allowance) = \$1,817,190.00

2. Reference checks are satisfactory: [X] YES [ ] NO

3. Recommend award as responsive/responsible bidder: [X] YES [ ] NO

4. Request Next Bidder? [ ] YES [X] NO

5. Provide a statement that addresses the reason(s) for your recommendation or rejection.

The Parks and Recreation Department recommends the County award ITB-24-24720-Shade and Shelter Services to Creative Shade Solutions, Inc., based on good references and as they have successfully accomplished shade and structures projects for PRD in the past.

6. If recommending award, provide a justification for the +/- 3% variance of the award amount comparison to estimate (abstract).

PRD's initial submitted estimate is in line with Creative Shade Solutions' bid amount.

7. Provide a description of what is being procured that you would like communicated to the approver(s) (e.g. County Administrator or Board of County Commissioners).

8. Provide a description of the expected outcome of this procurement that you would like communicated to the approver(s) (e.g. County Administrator or Board of County Commissioners).

9. Funding: [X] Operating [ ] Grant: Grant Title [X] Capital Project No(s): Purchase Orders shall only be issued against approved and available FY budgets.

Fiscal Approved By: Denise Armstrong (Digital signature box)

Date:

Recommendation Approved By: Rick Valdez (Digital signature box)
Department Director

Date:



**Hillsborough  
County Florida**

**MINORITY AND SMALL BUSINESS ENTERPRISES DIVISION**

PO Box 1110 Tampa, FL 33601-1110  
(813) 272-6210

**BOARD OF COUNTY  
COMMISSIONERS**

Donna Cameron Cepeda  
Harry Cohen  
Ken Hagan  
Pat Kemp

Gwendolyn "Gwen" Myers  
Michael Owen  
Joshua Wostal

**COUNTY ADMINISTRATOR**

Bonnie M. Wise

**COUNTY ATTORNEY**

Christine M. Beck

**COUNTY INTERNAL AUDITOR**

Peggy Caskey

**ASSISTANT COUNTY ADMINISTRATOR**

Ron Barton

DATE: April 19, 2024  
TO: Lisa Leavitt, Procurement Services  
*Gwen Sevaetasi*  
FROM: Gwen Sevaetasi, Minority & Small Business  
Special Projects Coordinator  
SUBJECT: ITB-24-24720: Shade and Shelter Structures

The Department of Minority & Small Business Enterprises has reviewed the subject bid submitted by Creative Shade Solutions, Inc. The bid was reviewed to assess its compliance with the Hillsborough County Affirmative Action/Equal Employment Opportunity Standards which conform to Executive Order 11246 as amended which includes Revised Order No. 4.

Employment matrix submitted by Creative Shade Solutions, Inc. indicates that it has a permanent workforce which consists of 13 employees. Pursuant to Hillsborough County's Affirmative Action Requirements, Creative Shade Solutions, Inc. has furnished a copy of its Affirmative Action/Equal Opportunity Policy Statement. Based on the submitted documents we find Creative Shade Solutions, Inc. documents are in material compliance with Hillsborough County requirements.

The Minority & Small Business Enterprise Department finds that the bid submitted by Creative Shade Solutions, Inc. meets the requirements.

**Notice of Intent to Award for Invitation to Bid: ITB 24-24720 Shade and Shelter Structures**

**POSTED DATE: April 25, 2024**

**Notice:** Pursuant to Hillsborough County Ordinance 13-24, Protest Process and Procedures and Cone of Silence, the bidder(s) identified are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See the following link for specific ordinance details: [HTTPS://LIBRARY.MUNICODE.COM/FL/HILLSBOROUGH\\_COUNTY](https://library.municode.com/fl/hillsborough_county)

						Creative Shade Solutions Inc		Industrial Shadeports, Inc		KorKat		
						Group 1 Total Cost		\$1,166,412.00		\$1,059,038.00		
						Group 2 Total Cost		\$0		\$0		
						Allowance Amount		\$0		\$0		
						# of Lines Selected		0		0		
						Total Award Amount		\$0		\$0		
#	Locked	Items	Selected	Lowest	Unit of Measure	Estimated Quantities	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost
1		Group 1: Shade Structures (40)										
#1-1		Months 1-6: Triangle Shade Sails with fabric roof and 9' eave height	\$25,000.00	\$25,000.00	Square Foot (Feet)	5000	\$5	\$25,000.00	\$10.50	\$52,500.00	No Bid	No Bid
#1-2		Months 1-6: Triangle Shade Sails Installation	\$20,000.00	\$20,000.00	Job (s)	2	\$10,000.00	\$20,000.00	\$10,795.00	\$21,590.00	No Bid	No Bid
#1-3		Months 1-6: Cantilever Shade Sails (20 x 24) with fabric roof and 9' eave height	\$15,000.00	\$15,000.00	Each	2	\$7,500.00	\$15,000.00	\$12,772.00	\$25,544.00	\$15,303.00	\$30,606.00
#1-4		Months 1-6: Cantilever Shade Sails (20 x 24) Installation	\$14,000.00	\$14,000.00	Job (s)	2	\$7,000.00	\$14,000.00	\$14,370.00	\$28,740.00	\$23,403.00	\$46,806.00
#1-5		Months 1-6: Cantilever Shade Sails (16 x 24) with fabric roof and 9' eave height	\$14,000.00	\$14,000.00	Each	2	\$7,000.00	\$14,000.00	\$10,242.00	\$20,484.00	\$12,784.00	\$25,568.00
#1-6		Months 1-6: Cantilever Shade Sails (16 x 24) Installation	\$13,000.00	\$13,000.00	Job (s)	2	\$6,500.00	\$13,000.00	\$12,570.00	\$25,140.00	\$20,884.00	\$41,768.00
#1-7		Months 1-6: Hexagon Umbrella Shade Sails (17 x 17) with fabric roof and 9' eave height	\$12,000.00	\$12,000.00	Each	2	\$6,000.00	\$12,000.00	\$8,395.00	\$16,790.00	\$9,864.00	\$19,728.00
#1-8		Months 1-6: Hexagon Umbrella Shade Sails (17 x 17) Installation	\$7,000.00	\$7,000.00	Job (s)	2	\$3,500.00	\$7,000.00	\$14,370.00	\$28,740.00	\$17,964.00	\$35,928.00
#1-9		Months 1-6: Concrete Flatwork	\$38,850.00	\$27,750.00	Cubic Yard (s)	111	\$350	\$38,850.00	\$450	\$49,950.00	\$250	\$27,750.00
#1-10		Months 1-6: Hourly Labor Rate	\$9,375.00	\$9,375.00	Hour (s)	75	\$125	\$9,375.00	\$295	\$22,125.00	\$150	\$11,250.00
#1-11		Months 7-12: Triangle Shade Sails (or equivalent) with fabric roof and 9' eave height	\$25,000.00	\$25,000.00	Square Foot (Feet)	5000	\$5	\$25,000.00	\$10.50	\$52,500.00	No Bid	No Bid
#1-12		Months 7-12: Triangle Shade Sails Installation	\$20,000.00	\$20,000.00	Job (s)	2	\$10,000.00	\$20,000.00	\$10,795.00	\$21,590.00	No Bid	No Bid
#1-13		Months 7-12: Cantilever Shade Sails (20 x 24) with fabric roof and 9' eave height	\$15,000.00	\$15,000.00	Each	2	\$7,500.00	\$15,000.00	\$12,772.00	\$25,544.00	\$16,527.00	\$33,054.00
#1-14		Months 7-12: Cantilever Shade Sails (20 x 24) Installation	\$14,000.00	\$14,000.00	Job (s)	2	\$7,000.00	\$14,000.00	\$14,370.00	\$28,740.00	\$25,275.00	\$50,550.00
#1-15		Months 7-12: Cantilever Shade Sails (16 x 24) with fabric roof and 9' eave height	\$14,000.00	\$14,000.00	Each	2	\$7,000.00	\$14,000.00	\$10,242.00	\$20,484.00	\$13,807.00	\$27,614.00
#1-16		Months 7-12: Cantilever Shade Sails (16 x 24) Installation	\$13,000.00	\$13,000.00	Job (s)	2	\$6,500.00	\$13,000.00	\$12,570.00	\$25,140.00	\$22,555.00	\$45,110.00
#1-17		Months 7-12: Hexagon Umbrella Shade Sails (17 x 17) with fabric roof and 9' eave height	\$12,000.00	\$12,000.00	Each	2	\$6,000.00	\$12,000.00	\$8,395.00	\$16,790.00	\$10,653.00	\$21,306.00
#1-18		Months 7-12: Hexagon Umbrella Shade Sails (17 x 17) Installation	\$7,000.00	\$7,000.00	Job (s)	2	\$3,500.00	\$7,000.00	\$14,370.00	\$28,740.00	\$19,401.00	\$38,802.00
#1-19		Months 7-12: Concrete Flatwork	\$38,850.00	\$27,750.00	Cubic Yard (s)	111	\$350	\$38,850.00	\$450	\$49,950.00	\$250	\$27,750.00
#1-20		Months 7-12: Hourly Labor Rate	\$9,375.00	\$9,375.00	Hour (s)	75	\$125	\$9,375.00	\$295	\$22,125.00	\$150	\$11,250.00
#1-21		Months 13-18: Triangle Shade Sails with fabric roof and 9' eave height	\$25,000.00	\$25,000.00	Square Foot (Feet)	5000	\$5	\$25,000.00	\$10.50	\$52,500.00	No Bid	No Bid
#1-22		Months 13-18: Triangle Shade Sails Installation	\$20,000.00	\$20,000.00	Job (s)	2	\$10,000.00	\$20,000.00	\$10,795.00	\$21,590.00	No Bid	No Bid
#1-23		Months 13-18: Cantilever Shade Sails (20 x 24) with fabric roof and 9' eave height	\$15,000.00	\$15,000.00	Each	2	\$7,500.00	\$15,000.00	\$12,772.00	\$25,544.00	\$17,849.00	\$35,698.00
#1-24		Months 13-18: Cantilever Shade Sails (20 x 24) Installation	\$14,000.00	\$14,000.00	Job (s)	2	\$7,000.00	\$14,000.00	\$14,370.00	\$28,740.00	\$27,297.00	\$54,594.00
#1-25		Months 13-18: Cantilever Shade Sails (16 x 24) with fabric roof and 9' eave height	\$14,000.00	\$14,000.00	Each	2	\$7,000.00	\$14,000.00	\$10,242.00	\$20,484.00	\$14,911.00	\$29,822.00
#1-26		Months 13-18: Cantilever Shade Sails (16 x 24) Installation	\$13,000.00	\$13,000.00	Job (s)	2	\$6,500.00	\$13,000.00	\$12,570.00	\$25,140.00	\$24,359.00	\$48,718.00
#1-27		Months 13-18: Hexagon Umbrella Shade Sails with fabric roof and 9' eave height	\$12,000.00	\$12,000.00	Each	2	\$6,000.00	\$12,000.00	\$8,395.00	\$16,790.00	\$11,505.00	\$23,010.00
#1-28		Months 13-18: Hexagon Umbrella Shade Sails (17 x 17) Installation	\$7,000.00	\$7,000.00	Job (s)	2	\$3,500.00	\$7,000.00	\$14,370.00	\$28,740.00	\$20,953.00	\$41,906.00
#1-29		Months 13-18: Concrete Flatwork	\$38,850.00	\$27,750.00	Cubic Yard (s)	111	\$350	\$38,850.00	\$450	\$49,950.00	\$250	\$27,750.00
#1-30		Months 13-18: Hourly Labor Rate	\$9,375.00	\$9,375.00	Hour (s)	75	\$125	\$9,375.00	\$295	\$22,125.00	\$150	\$11,250.00
#1-31		Months 19-24: Triangle Shade Sails with fabric roof and 9' eave height	\$27,500.00	\$27,500.00	Square Foot (Feet)	5000	\$5.50	\$27,500.00	\$10.50	\$52,500.00	No Bid	No Bid
#1-32		Months 19-24: Triangle Shade Sails Installation	\$20,000.00	\$20,000.00	Job (s)	2	\$10,000.00	\$20,000.00	\$10,795.00	\$21,590.00	No Bid	No Bid
#1-33		Months 19-24: Cantilever Shade Sails (20 x 24) with fabric roof and 9' eave height	\$15,000.00	\$15,000.00	Each	2	\$7,500.00	\$15,000.00	\$12,772.00	\$25,544.00	\$19,277.00	\$38,554.00
#1-34		Months 19-24: Cantilever Shade Sails (20 x 24) Installation	\$14,000.00	\$14,000.00	Job (s)	2	\$7,000.00	\$14,000.00	\$14,370.00	\$28,740.00	\$29,481.00	\$58,962.00
#1-35		Months 19-24: Cantilever Shade Sails (16 x 24) with fabric roof and 9' eave height	\$14,000.00	\$14,000.00	Each	2	\$7,000.00	\$14,000.00	\$10,242.00	\$20,484.00	\$16,104.00	\$32,208.00
#1-36		Months 19-24: Cantilever Shade Sails (16 x 24) Installation	\$13,000.00	\$13,000.00	Job (s)	2	\$6,500.00	\$13,000.00	\$12,570.00	\$25,140.00	\$26,308.00	\$52,616.00
#1-37		Months 19-24: Hexagon Umbrella Shade Sails (17 x 17) with fabric roof and 9' eave height	\$13,000.00	\$13,000.00	Each	2	\$6,500.00	\$13,000.00	\$8,395.00	\$16,790.00	\$12,426.00	\$24,852.00
#1-38		Months 19-24: Hexagon Umbrella Shade Sails (17 x 17) Installation	\$8,000.00	\$8,000.00	Job (s)	2	\$4,000.00	\$8,000.00	\$14,370.00	\$28,740.00	\$22,629.00	\$45,258.00
#1-39		Months 19-24: Concrete Flatwork	\$40,515.00	\$27,750.00	Cubic Yard (s)	111	\$365	\$40,515.00	\$450	\$49,950.00	\$250	\$27,750.00
#1-40		Months 19-24: Hourly Labor Rate	\$11,250.00	\$11,250.00	Hour (s)	75	\$150	\$11,250.00	\$295	\$22,125.00	\$150	\$11,250.00
						Group 2 Total Cost		\$1,061,250.00		\$2,884,686.00		
						Creative Shade Solutions Inc		Industrial Shadeports, Inc		KorKat		
						\$1,061,250.00		\$0		\$2,884,686.00		
#	Locked	Items	Selected	Lowest	Unit of Measure	Estimated Quantities	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost
1		Group 2: Shelter Structures (48)										
#1-1		Months 1-6: Titan (50 x 64) (8 post) with 9' eave height - ecoat (Poligon Model No. RAM 50 x 64 or equivalent)	\$36,000.00	\$36,000.00	Each	1	\$36,000.00	\$36,000.00	No Bid	No Bid	\$184,234.00	\$184,234.00
#1-2		Months 1-6: Installation for Titan (50 x 64) (8 post) - ecoat or equivalent	\$22,000.00	\$22,000.00	Job (s)	1	\$22,000.00	\$22,000.00	No Bid	No Bid	\$196,284.00	\$196,284.00
#1-3		Months 1-6: Multi-Rib Shelter (16 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 16 x 24 or equivalent)	\$22,800.00	\$21,614.00	Each	1	\$22,800.00	\$22,800.00	No Bid	No Bid	\$21,614.00	\$21,614.00
#1-4		Months 1-6: Installation for Multi-Rib Shelter (16 x 24) - hot dipped galvanized or equivalent	\$12,000.00	\$12,000.00	Job (s)	1	\$12,000.00	\$12,000.00	No Bid	No Bid	\$32,164.00	\$32,164.00
#1-5		Months 1-6: Multi-Rib Shelter (16 x 24) with 9' eave height - ecoat (Poligon Model No. RAM 16 x 24 or equivalent)	\$15,350.00	\$15,350.00	Each	1	\$15,350.00	\$15,350.00	No Bid	No Bid	\$18,971.00	\$18,971.00
#1-6		Months 1-6: Installation for Multi-Rib Shelter (16 x 24) - ecoat or equivalent	\$12,000.00	\$12,000.00	Job (s)	1	\$12,000.00	\$12,000.00	No Bid	No Bid	\$29,521.00	\$29,521.00
#1-7		Months 1-6: Multi-Rib Shelter (20 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 20 x 24 or equivalent)	\$22,300.00	\$22,300.00	Each	1	\$22,300.00	\$22,300.00	No Bid	No Bid	\$24,550.00	\$24,550.00
#1-8		Months 1-6: Installation for Multi-Rib Shelter (20 x 24) - hot dipped galvanized or equivalent	\$15,000.00	\$15,000.00	Job (s)	1	\$15,000.00	\$15,000.00	No Bid	No Bid	\$35,100.00	\$35,100.00
#1-9		Months 1-6: Multi-Rib Shelter (20 x 24) with 9' eave height - ecoat (Poligon Model No. RAM 20 x 24 or equivalent)	\$20,900.00	\$20,900.00	Each	1	\$20,900.00	\$20,900.00	No Bid	No Bid	\$21,371.00	\$21,371.00
#1-10		Months 1-6: Installation for Multi-Rib Shelter (20 x 24) - ecoat or equivalent	\$12,000.00	\$12,000.00	Job (s)	1	\$12,000.00	\$12,000.00	No Bid	No Bid	\$31,921.00	\$31,921.00
#1-11		Months 1-6: Concrete Flatwork	\$54,337.50	\$38,812.50	Cubic Yard (s)	155.25	\$350	\$54,337.50	No Bid	No Bid	\$250	\$38,812.50
#1-12		Months 1-6: Hourly Labor Rate	\$18,750.00	\$11,250.00	Hour (s)	75	\$250	\$18,750.00	No Bid	No Bid	\$150	\$11,250.00
#1-13		Months 7-12: Titan (50 x 64) (8 post) with 9' eave height - ecoat (Poligon Model No. RAM 50 x 64 or equivalent)	\$37,500.00	\$37,500.00	Each	1	\$37,500.00	\$37,500.00	No Bid	No Bid	\$198,973.00	\$198,973.00

#1-14	Months 7-12: Installation for Titan (50 x 64) (8 post) - ecoat or equivalent	\$22,000.00	\$22,000.00	Job (s)	1	\$22,000.00	\$22,000.00	No Bid	No Bid	\$211,987.00	\$ 211,987.0
#1-15	Months 7-12: Multi-Rib Shelter (16 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 16 x 24 or equivalent)	\$22,800.00	\$22,800.00	Each	1	\$22,800.00	\$22,800.00	No Bid	No Bid	\$23,343.00	\$ 23,343.0
#1-16	Months 7-12: Installation for Multi-Rib Shelter (16 x 24) - hot dipped galvanized or equivalent	\$12,000.00	\$12,000.00	Job (s)	1	\$12,000.00	\$12,000.00	No Bid	No Bid	\$34,737.00	\$ 34,737.0
#1-17	Months 7-12: Multi-Rib Shelter (16 x 24) with 9' eave height - ecoat (Poligon Model No. RAM 16 x 24 or equivalent)	\$15,350.00	\$15,350.00	Each	1	\$15,350.00	\$15,350.00	No Bid	No Bid	\$20,489.00	\$ 20,489.0
#1-18	Months 7-12: Installation for Multi-Rib Shelter (16 x 24) - ecoat or equivalent	\$12,000.00	\$12,000.00	Job (s)	1	\$12,000.00	\$12,000.00	No Bid	No Bid	\$31,883.00	\$ 31,883.0
#1-19	Months 7-12: Multi-Rib Shelter (20 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 20 x 24 or equivalent)	\$22,300.00	\$22,300.00	Each	1	\$22,300.00	\$22,300.00	No Bid	No Bid	\$26,514.00	\$ 26,514.0
#1-20	Months 7-12: Installation for Multi-Rib Shelter (20 x 24) - hot dipped galvanized or equivalent	\$15,000.00	\$15,000.00	Job (s)	1	\$15,000.00	\$15,000.00	No Bid	No Bid	\$37,908.00	\$ 37,908.0
#1-21	Months 7-12: Multi-Rib Shelter (20 x 24) with 9' eave height - ecoat (Poligon Model No. RAM 20 x 24 or equivalent)	\$20,900.00	\$20,900.00	Each	1	\$20,900.00	\$20,900.00	No Bid	No Bid	\$23,081.00	\$ 23,081.0
#1-22	Months 7-12: Installation for Multi-Rib Shelter (20 x 24) - ecoat or equivalent	\$12,000.00	\$12,000.00	Job (s)	1	\$12,000.00	\$12,000.00	No Bid	No Bid	\$34,475.00	\$ 34,475.00
#1-23	Months 7-12: Concrete Flatwork	\$54,337.50	\$38,812.50	Cubic Yard (s)	155.25	\$350	\$54,337.50	No Bid	No Bid	\$250	\$38,812.50
#1-24	Months 7-12: Hourly Labor Rate	\$18,750.00	\$11,250.00	Hour (s)	75	\$250	\$18,750.00	No Bid	No Bid	\$150	\$11,250.00
#1-25	Months 13-18: Titan (50 x 64) (8 post) with 9' eave height - ecoat (Poligon Model No. RAM 50 x 64 or equivalent)	\$38,000.00	\$38,000.00	Each	1	\$38,000.00	\$38,000.00	No Bid	No Bid	\$214,891.00	\$214,891.00
#1-26	Months 13-18: Installation for Titan (50 x 64) (8 post) - ecoat or equivalent	\$22,000.00	\$22,000.00	Job (s)	1	\$22,000.00	\$22,000.00	No Bid	No Bid	\$228,946.00	\$228,946.00
#1-27	Months 13-18: Multi-Rib Shelter (16 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 16 x 24 or equivalent)	\$22,800.00	\$22,800.00	Each	1	\$22,800.00	\$22,800.00	No Bid	No Bid	\$25,211.00	\$25,211.00
#1-28	Months 13-18: Installation for Multi-Rib Shelter (16 x 24) - hot dipped galvanized or equivalent	\$12,000.00	\$12,000.00	Job (s)	1	\$12,000.00	\$12,000.00	No Bid	No Bid	\$37,516.00	\$37,516.00
#1-29	Months 13-18: Multi-Rib Shelter (16 x 24) with 9' eave height - ecoat (Poligon Model No. RAM 16 x 24 or equivalent)	\$15,350.00	\$15,350.00	Each	1	\$15,350.00	\$15,350.00	No Bid	No Bid	\$22,128.00	\$22,128.00
#1-30	Months 13-18: Installation for Multi-Rib Shelter (16 x 24) - ecoat or equivalent	\$12,000.00	\$12,000.00	Job (s)	1	\$12,000.00	\$12,000.00	No Bid	No Bid	\$34,434.00	\$34,434.00
#1-31	Months 13-18: Multi-Rib Shelter (20 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 20 x 24 or equivalent)	\$22,300.00	\$22,300.00	Each	1	\$22,300.00	\$22,300.00	No Bid	No Bid	\$28,635.00	\$28,635.00
#1-32	Months 13-18: Installation for Multi-Rib Shelter (20 x 24) - hot dipped galvanized or equivalent	\$15,000.00	\$15,000.00	Job (s)	1	\$15,000.00	\$15,000.00	No Bid	No Bid	\$40,941.00	\$40,941.00
#1-33	Months 13-18: Multi-Rib Shelter (20 x 24) with 9' eave height - ecoat (Poligon Model No. RAM 20 x 24 or equivalent)	\$20,900.00	\$20,900.00	Each	1	\$20,900.00	\$20,900.00	No Bid	No Bid	\$24,928.00	\$24,928.00
#1-34	Months 13-18: Installation for Multi-Rib Shelter (20 x 24) - ecoat or equivalent	\$12,000.00	\$12,000.00	Job (s)	1	\$12,000.00	\$12,000.00	No Bid	No Bid	\$37,233.00	\$37,233.00
#1-35	Months 13-18: Concrete Flatwork	\$54,337.50	\$38,812.50	Cubic Yard (s)	155.25	\$350	\$54,337.50	No Bid	No Bid	\$250	\$38,812.50
#1-36	Months 13-18: Hourly Labor Rate	\$18,750.00	\$11,250.00	Hour (s)	75	\$250	\$18,750.00	No Bid	No Bid	\$150	\$11,250.00
#1-37	Months 19-24: Titan (50 x 64) (8 post) with 9' eave height - ecoat (Poligon Model No. RAM 50 x 64 or equivalent)	\$40,000.00	\$40,000.00	Each	1	\$40,000.00	\$40,000.00	No Bid	No Bid	\$232,082.00	\$232,082.00
#1-38	Months 19-24: Installation for Titan (50 x 64) (8 post) - ecoat or equivalent	\$22,000.00	\$22,000.00	Job (s)	1	\$22,000.00	\$22,000.00	No Bid	No Bid	\$247,262.00	\$247,262.00
#1-39	Months 19-24: Multi-Rib Shelter (16 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 16 x 24 or equivalent)	\$22,800.00	\$22,800.00	Each	1	\$22,800.00	\$22,800.00	No Bid	No Bid	\$27,228.00	\$27,228.00
#1-40	Months 19-24: Installation for Multi-Rib Shelter (16 x 24) - hot dipped galvanized or equivalent	\$12,000.00	\$12,000.00	Job (s)	1	\$12,000.00	\$12,000.00	No Bid	No Bid	\$40,518.00	\$40,518.00
#1-41	Months 19-24: Multi-Rib Shelter (16 x 24) with 9' eave height - ecoat (Poligon Model No. RAM 16 x 24 or equivalent)	\$15,350.00	\$15,350.00	Each	1	\$15,350.00	\$15,350.00	No Bid	No Bid	\$23,899.00	\$23,899.00
#1-42	Months 19-24: Installation for Multi-Rib Shelter (16 x 24) - ecoat or equivalent	\$12,000.00	\$12,000.00	Job (s)	1	\$12,000.00	\$12,000.00	No Bid	No Bid	\$37,188.00	\$37,188.00
#1-43	Months 19-24: Multi-Rib Shelter (20 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 20 x 24 or equivalent)	\$22,300.00	\$22,300.00	Each	1	\$22,300.00	\$22,300.00	No Bid	No Bid	\$30,926.00	\$30,926.00
#1-44	Months 19-24: Installation for Multi-Rib Shelter (20 x 24) - hot dipped galvanized or equivalent	\$15,000.00	\$15,000.00	Job (s)	1	\$15,000.00	\$15,000.00	No Bid	No Bid	\$44,216.00	\$44,216.00
#1-45	Months 19-24: Multi-Rib Shelter (20 x 24) with 9' eave height - ecoat (Poligon Model No. RAM 20 x 24 or equivalent)	\$20,900.00	\$20,900.00	Each	1	\$20,900.00	\$20,900.00	No Bid	No Bid	\$26,922.00	\$26,922.00
#1-46	Months 19-24: Installation for Multi-Rib Shelter (20 x 24) - ecoat or equivalent	\$12,000.00	\$12,000.00	Job (s)	1	\$12,000.00	\$12,000.00	No Bid	No Bid	\$40,212.00	\$40,212.00
#1-47	Months 19-24: Concrete Flatwork	\$54,337.50	\$38,812.50	Cubic Yard (s)	155.25	\$350	\$54,337.50	No Bid	No Bid	\$250	\$38,812.50
#1-48	Months 19-24: Hourly Labor Rate	\$18,750.00	\$11,250.00	Hour (s)	75	\$250	\$18,750.00	No Bid	No Bid	\$150	\$11,250.00



# Invitation to Bid

Shade and Shelter Structures

ITB-24-24720

[HCFLGov.net/Vendors](https://www.hcflgov.net/Vendors)  
(813) 272-5790



**Hillsborough  
County Florida**  
Procurement Services

# IMPORTANT INFORMATION

SOLICITATION TYPE: Invitation to Bid

SOLICITATION NUMBER: ITB-24-24720

SOLICITATION TITLE: Shade and Shelter Structures

BRIEF DESCRIPTION: The Hillsborough County Parks and Recreation Department (PRD) seeks qualified Contractors to provide, deliver, and install various shade and shelter structures throughout Hillsborough County parks.

PRIMARY CONTACT: **Lisa Leavitt, Procurement Analyst**  
(813) 663-3218; [LeavittL@hcflgov.net](mailto:LeavittL@hcflgov.net)

SUBMISSION: The County shall only accept Offers through its Electronic Bidding System. Offers delivered by non-electronic means, facsimile, electronic mail (e-mail) or electronic means other than through the County's Electronic Bidding System will **not** be considered.

CONE OF SILENCE: A Cone of Silence is in effect for this procurement; therefore, no bidder, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding this procurement and/or a related protest, except as otherwise provided herein. The Cone of Silence does not prohibit a bidder from communicating with the County's Director of Procurement, Procurement staff, or the attorney assigned to this procurement. Violating the Cone of Silence may disqualify the bidder from consideration for award.

## 1. SPECIFICATIONS

### 1.1. Scope

The Hillsborough County Parks and Recreation Department (PRD) seeks a qualified Contractor to provide ongoing and as-needed delivery and installation of various shade and shelter structures at various locations throughout the County.

### 1.2. Minimum Qualifications

1.2.1 The Bidder/Proposer or principal thereof shall demonstrate recent verifiable successful experience in providing substantially similar services in scope and magnitude.

1.2.2 The Bidder/Proposer shall provide and meet the following requirements:

1.2.2.1 Provide proof of installed reference sites with six (6) structures for similar scope of project and installation that are engineered to IBC 2009 Specifications.

1.2.2.2 Provide fabric samples to demonstrate fabric color range and powder color selections.

1.2.2.3 Bidder/Proposer shall design, engineer, manufacture, and erect the fabric shade structures including the foundations.

1.2.2.4 Bidder/Proposer shall engineer to IBC 2009 requirements with similar scope.

1.2.2.5 Steel manufacturers shall be accredited by IAS (International Accreditation Service) for Structural Steel Fabrication under UBC 97 & 2000 Section 1701.7 and IBC 2012 Section 1704.2.2.

1.2.2.6 The Bidder/Proposer shall have a Corporate Quality Control program and manual describing their complete quality assurance program.

1.2.2.7 The Bidder/Proposer shall have an in-house warranty and service department and local office to assist in repairs and service calls.

1.2.2.8 The Bidder/Proposer or principal thereof shall bid for every six (6) month period to accommodate for possible market volatility and increase of materials and gasoline prices. It is the Bidders' responsibility to project for every possible occurrence in the market and bid accordingly. No contract increases shall be considered beyond the Bidder's/Proposer's submitted prices for the six (6) month period.

1.2.2.9 The County reserves the right before award recommendation to inspect the facilities and organization; or to take any other action necessary to determine the legitimacy of the Bidder's submittal and its ability to perform all services and/or provide all commodities under this contract at or above a satisfactory level. Hillsborough County further reserves the right to reject bids where investigation and evaluation or other evidence submitted indicates an inability of the Bidder/Proposer to meet any requirements or to perform the services and/or provide commodities requested herein.

### 1.3 Minimum Requirements

1.3.1 All necessary overhead costs, labor, personnel, vehicles, tools, materials, equipment, etc., needed to successfully perform and complete requested services herein shall be included in already identified and provided bid lines and shall not be paid separately by the County. The Contractor shall have in their possession all necessary tools, materials, and equipment to successfully accomplish the work stipulated in this Contract. All prices quoted are to be free-on-board (F.O.B.) to the job site or specified delivery location in Hillsborough County, Florida. The Contractor shall not charge for freight, shipping and/or handling, and/or other related costs.

1.3.2 Pricing for all components shall be all-inclusive and figured-in to the bid Line to include, but not limited to all connections, stainless steel cables, quick release elbows, clamps, stainless steel bolts, attachments, footers, etc. to provide complete installation of the shade and/or shelter structure. Bid pricing for each structure shall include all costs associated with freight and the cost for signed and stamped engineered drawings required for permitting. Shipping pricing shall include delivery to any location within Hillsborough County. The Contractors shall bid for listed structures in six (6) month intervals to capture accurate rates due to fluctuation in the market. All shade structures shall have quick release and removal of shade covers with minimal tools.

1.3.3 Pricing for triangle shade sails shall be submitted as price per square foot to include all connections, clamps, bolts, poles, attachments, footers, etc. to provide complete installation of the shade structure.

1.3.4 Fabric for shade structures shall be commercial-grade high-density polyethylene (HDPE) shade fabric and shall be non-fading, non-staining, UV-radiation resistant, chemicals resistant, and saltwater resistant.

1.3.5 Posts for shade structures shall be schedule 40 black pipe, sandblasted, and primed.

1.3.6 Footers for shade structures shall be embedded with hot-dipped galvanized anchor bolts.

1.3.7 When on Hillsborough County premises, the Contractor's employees shall have an identification card issued by the Contractor which includes a picture and full name identifying the employee present. The Contractor's employees shall have a uniform shirt identifying the Contractor's name and/or logo.

1.3.8 The Contractor shall provide professional, knowledgeable, thorough, and courteous employees for all County Projects. The County Project Manager shall be the sole judge of sufficiency or workmanship and/or quality of services.

1.3.9 The Contractor's employees shall comply with applicable Occupational Safety and Health Administration (OSHA) standards (<https://www.osha.gov/law-regs.html>). The County reserves the right to dismiss from County property any Contractor employees who demonstrate inappropriate, questionable, and/or unprofessional behavior. The County reserves the right to refuse compensation to the Contractor which employee(s) demonstrated inappropriate, questionable, and/or unprofessional behavior which caused them to get dismissed from the County premises.

1.3.10 The Contractor and its employees working at Social Services, Head Start, Aging Services, Children's and/or Parks & Recreation, and Conservation sites, require a Level II background screening and/or escorted by the County personnel, while on any of the premises. This shall be coordinated with the County Project Manager or Designee. Level II screening shall be at the Contractor's sole expense.

### **1.3.7 Contractor Requirements**

1.3.7.1 The Contractor shall provide civil site work and construction of the shade and/or shelter structure areas by using specified equipment and components in a variety of configurations, layouts, and associated concrete flatwork.

1.3.7.2 The Contractor shall dispose of, remove, and relocate existing shade and/or shelter equipment, components, and park amenities at the contracted labor rate.

1.3.7.3 The Contractor shall provide tree and shrub trimming, clearing, and grubbing within the construction limits to provide a clear work zone for installations at the contracted labor rate.

1.3.7.4 The Contractor shall provide site access and traffic control, at no additional cost to the County.

### **1.3.8. Superintendent Requirements**

1.3.8.1. The Contractor shall provide a qualified Superintendent with related experience.

1.3.8.2. The Superintendent shall always be present when the Work is being performed.

1.3.8.3. The Superintendent is not precluded from performing construction Work if it does not interfere with their supervisory responsibilities.

1.3.8.4. The Superintendent shall have the authority to act on behalf of the Contractor to address or resolve issues that occur during construction.

1.3.8.5. The Superintendent shall be accessible by cell phone during the County's normal working hours.

### **1.4 Timeliness of Services (Time is of The Essence)**

1.4.1 The primary goal of Work Order contracting is the speedy acquisition of services, the Contractor's responsiveness under the Contract Terms is paramount.

1.4.2 Upon notification of the Work Order request, the Contractor shall acknowledge the request and reply to the Project Manager or Designee within 24 hours.

1.4.3 Failure to respond within the timeframe specified may result in the Work being performed by others; and/or no further Work Orders being issued to the Contractor; and/or termination of the Contract.

1.4.4 It is the Contractor's responsibility to reach out to the County Project Manager to initiate project strategizing conversations.

## 1.5 Engineering Standards

1.5.1 Shade Structures shall comply with the latest revision of applicable codes and regulations to include but not limited to:

- International Building Code (IBC) 2009.
- American Society for Testing Materials (ASTM)
- American Welding Society: Structural Welding Code AWS 01. 1: Symbols for Welding and Nondestructive Testing AWS 2.3
- International Accreditation Services (IAS)
- American Institute of Steel Construction (AISC): Specifications for the design, fabrication, and erection of structural steel.

## 1.6 The Contractor shall provide manufacturer-certified installer(s) to perform all installations

The Contractor shall submit either a certificate of compliance or certification with their Bid for all material items to be utilized in the performance of the work described in the Contract Terms. Full acceptance of the materials shall be subject to findings of suitability. This shall include Florida Department of Transportation (FDOT) certifications where applicable.

## 1.7. Shop Drawing and Descriptive Literature

1.7.1. To ensure compliance with the Contract Terms; before purchasing materials or equipment for the work, the Contractor shall furnish at least one (1) copy of shop drawings, or illustration sheets for approval by the County.

1.7.2. The Contractor shall provide descriptive Specifications or manufacturers' technical data for any of the elements which are incorporated into the shade and/or shelter equipment and components, at the request of the County.

1.7.3. The Contractor shall provide descriptive Specifications or manufacturers' technical data for any of the elements which are incorporated into the shade and/or shelter equipment and components, at the request of the County.

1.7.4. The approval by the County shall not relieve the Contractor of responsibility for proper installation due to errors, inconsistent dimensions, notations, or omissions.

1.7.5. All the drawings, re-drawings, and three-dimensional (3D) renderings shall be free of cost and submitted in digital format.

1.7.6. The Contractor shall provide signed and sealed structural engineering drawings at the County's request.

1.7.7. The Contractor shall be able to provide multiple angle renderings and color options at a minimum of 25.

### **1.8. Authorized Construction Days**

1.8.1. Prior to issuing a Purchase Order, the County and the Contractor shall mutually agree on a fair and reasonable anticipated number of days necessary to complete the pending Work Order.

1.8.2. Once the number of days has been determined and mutually agreed to in writing, a Work Order may be issued. Failure by the Contractor to complete the Work by the respective milestones as agreed to above, excluding circumstances that are beyond the control of the Contractor, may result in the Work being performed by others; and/or no further Work Orders being issued to the Contractor; and/or termination of the Contract.

### **1.9. Bid Prices**

1.9.1. The Contractor's Line-Item pricing shall include all associated costs deemed sufficient by the Contractor for overhead, profit, Jessica Lunsford Act background checks, insurance, minimal design, engineering and drafting support, testing, administrative support, progress meeting expenses, contract start-up costs, required computer equipment and supplies, and all contingencies and risks associated with this Contract.

1.9.2. The Contractor is hereby notified that no other amounts will be paid more than the Bid prices shown in this solicitation.

1.9.3. If the County and the Contractor agree, a shade or shelter catalog item of equal or superior value may be substituted for an item on the bid list instead at no additional charge to the County.

### **1.10. Work Hours**

1.10.1. The normal Work hours shall be 7:00 A.M. to 6:00 P.M., Monday through Friday, excluding County-observed holidays and weekends.

1.10.2. No work shall proceed outside these hours without forty-eight (48) hours' prior notice and written authorization by the County's Project Manager or Designee.

1.10.3. A Labor Line Item has been included in the Bid documents; however, it shall not be considered to perform the services requested herein. The Hourly Rate may be used for additional labor jobs which is related to the services requested however cannot be identified currently. Written authorization by the County Project Manager is required to utilize the Labor Line. Invoices which bill for the Labor Lines shall have written approval attached to be compensated. The County reserves the right to reject and not paid for unauthorized use of any Line Item.

### **1.11 Response Time**

In the event of routine Work, as identified by the County Project Manager or Designee, the Contractor shall be required to respond to the request of the County Project Manager or Designee and mobilize within 14 business days of notification.

### **1.12 Disputes**

1.12.1. In the event the County and the Contractor are unable to agree on the quantities for the proposed Work, the County may reject the Contractor's Proposal, choose to not issue a Purchase Order, and adjust the Contractor's Proposal based on the County's evaluation and quantities represented in the Contractor's Proposal.

1.12.2. If in the County's opinion, additional unit price items or quantities are required to complete the Work, a revised Purchase Order detailing the additional Work shall be issued.

### **1.13 Sunshine State One-Call**

1.13.1. It shall be the Contractor's responsibility to call Sunshine State One-Call Florida at 1-800-432-4770 [<https://www.sunshine811.com/>] prior to any digging or excavation on each site. The Contractor is liable for all damages as a result of because of improper excavation practices.

1.13.2. The Contractor shall be financially responsible for any and all damage caused to the County property due to incompetence, deliberate/malicious actions, and/or honest mistakes. The Contractor shall pay to correct damage(s) and/or make repairs, at the discretion of the County Project Manager or Designee. The County reserves the right to hire another Contractor and/or have the County personnel correct the damage(s) and deduct related costs from any pending and/or future payments to the Contractor. The County may also contact and make a claim with the Contractor's insurance company to pay for the damage(s) and related/subsequent occurrences thereof.

### **1.14. Adjacent Properties**

1.14.1. The Contractor shall obtain satisfactory permits or permission from property owners for any encroachments required to perform the Work and for proper scheduling of the installation or the removal of existing shade and/or shelter structure areas where it is necessary to provide security to adjacent areas.

1.14.2. The Contractor shall be required to erect and subsequently remove temporary fencing.

### **1.15. Warranty**

1.15.1. The Contractor shall provide warranties/guarantees in accordance with the Contract Documents and the Construction Documents, including the manufacturer's standard warranties on products and special and extended warranties.

1.15.2. The manufacturers' disclaimers and limitations on product warranties shall not relieve the Contractor of the warranty on the Work that incorporates the products.

1.15.3. Written warranties made to the County are in addition to the implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law.

1.15.4. A one (1) year workmanship warranty from the Contractor and the Subcontractor is to be provided over and above any manufacturers' warranty at the time of substantial completion.

1.15.5. The manufacturers' warranty/guarantee period(s) shall commence with final completion.

1.15.6. The Contractor shall respond promptly to warranty requests and replace or rebuild failed/defective Work to an acceptable condition complying with the requirements of the Contract Terms.

1.15.7. All the warranty paperwork shall be submitted to the County at substantial completion.

#### **1.16. Permits**

1.16.1. The Contractor shall obtain and pay for 100% of all permits, fees, or licenses required for performing the Work.

1.16.2. The cost of the permits may be passed along to the County directly. A paid receipt shall be attached to the submitted invoice as proof of paid permit costs.

1.16.3. The Contractor shall coordinate with the appropriate regulatory agency in obtaining the necessary permits and approvals.

1.16.4. The Contractor shall conduct their operations to conform to the requirements of the permit.

#### **1.17. Vandal Resistant Identification Tags**

1.17.1. The Contractor shall ensure that all shade and shelter structures have a durable vandal resistant identification tag discreetly fixed to each major play unit system.

1.17.2. The tag, at a minimum, shall identify the following information: Manufacturer's name, address, contact information (phone and web address), date of equipment manufacture, and a unique equipment tracking or order number.

1.17.3. During the construction period, the Contractor shall be solely responsible for securing/insuring all structures. The County shall not be responsible for thefts, vandalism, and acts of God. The County shall become responsible for the structures upon the Contractor's completion of structures and written notification to the County Project Manager.

#### **1.18. Contractor's Examination of Specifications, Plans, and Existing Conditions**

1.18.1. Prior to submitting a Bid, it shall be the Contractor's responsibility to carefully inspect the Scope of Work, drawings (if any), Specifications, and Contract forms for Work contemplated, to inform

themselves thoroughly as to the quality required, quantities needed, and the concealed conditions (tree roots, clay, rocks, debris, groundwater, utilities, and existing landscape) involved in the completion of all the Work.

1.18.2. The County shall not or does not accept pleas of ignorance of conditions or difficulties that may be encountered in the execution of the Work as a result of the Contractor's failure to make necessary and reasonable examinations and investigations. The submittal of a Bid shall be considered evidence that examination has been made as described herein.

### **1.19. Reporting**

The Contractor, upon request, shall provide the County Project Manager or Designee via email a report in Microsoft Excel (or other previously approved formats) of all services performed; detailing the location (name and full address of site), name of service with a description of what that service entails, warranty information, including the full name of the Contractor's personnel who conducted the services in question, and notes pertaining to their Work and/or observations at the time of visit. The Contractor shall maintain comprehensive, precise, up-to-date reports on all County projects whether it's preplanning, pending, completed, and/or delayed. The Contractor shall securely store reports up to five (5) years after termination or expiration of the contract. The Contractor shall Work with the County when reports are requested and shall provide to the County requested reports no later than 48 hours following the notification date.

### **1.20. Invoicing/Payments**

1.20.1. The Contractor shall submit an invoice for services monthly and/or immediately subsequent to approved and completed services. The Contractor is obligated to submit correct invoices within the County's Fiscal Year without deviation. The County's Fiscal Year is October 1st through September 30th. The Contractor is required to submit invoices for completed work and/or furnished commodities on or before the 15th of September for any work performed/commodities furnished between October 1st and September 15th. There will be delays in payment should the Contractor not submit invoices for rendered services and/or commodities by September 15th. Delays in Contractor payment shall not be grounds for ceasing services to the County. The Contractor will address payment concerns to the County Project Manager and continue the work requested herein.

1.20.2. All invoices shall include the following:

- Invoices shall be itemized to indicate the name of location, full address, invoice number, invoice date, Contractor name & tax identification number and approved Purchase Order (PO) number.
- Invoices shall demonstrate description of services provided pursuant to Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA) Line Items, to include unit of measure, pricing pursuant to approved contract quantities utilized and total amount due.
- Invoices for services outside normal routine maintenance shall include the County's representative's full name and position title of who authorized services.

- Invoices which are incomplete and/or lack required information shall be returned to the Contractor, which shall delay the reimbursement process.
- As established by Florida Statute 218.74(2) payment for the purchase, or lease of goods and services shall be made within forty-five (45) days after the date a proper invoice is presented for payment to the County's Finance Department, Clerk of Circuit Court, as Accountant to the Board of County Commissioners and as Chief Disbursement Officer.

Invoices shall be sent to:

- Hillsborough County Finance Department, Clerk of Circuit Court, 12th Floor, County Center, P.O. Box 1110, Tampa, FL 33601, OR;
- E-Mail to: [Countyfinanceinvoices@hillsclerk.com](mailto:Countyfinanceinvoices@hillsclerk.com)
- The Contractor shall not duplicate invoices by sending them electronically and by correspondence.

1.20.3. The Contractor shall adhere to the following instructions when submitting invoices electronically:

- Black and white only, no color or gray scale.
- PDF and 300dpi resolution only.
- Do not E-mail payment request with Health Insurance Portability and Accountability Act (HIPAA) protected information, banking account numbers, social security numbers or any other confidential/sensitive information.

1.20.4. Do not E-mail payment request with Health Insurance Portability and Accountability Act (HIPAA) protected information, banking account numbers, social security numbers or any other confidential/sensitive information.

1.20.5. Each invoice, memo, and supporting documentation must be a separate attachment.

**1.21. Preparation for Delivery**

Delivery of the goods and/or performance of the Services and/or Work must be no later than **30** Days after Contractor's receipt of a Purchase Order from the County. The Contractor shall be solely responsible for all freight charges. Offers that propose delivery timelines that do not fall within the aforementioned delivery time frame will be subject to rejection.

**1.22. Errors and/or Omissions in Specifications and/or Drawings**

The apparent silence of this Specification and any Addendum regarding any details or the omission from the Specifications of a detailed description concerning any point shall be regarded as meaning that only the best and legal commercial practices are to prevail, and that only materials and workmanship of the finest quality are to be used. All interpretations of this Specification shall be made upon this basis.



## **2. SPECIAL TERMS AND CONDITIONS**

### **2.1 Allowance**

An Allowance, in the amount of **\$75,000.00**, will be added to the total Bid amount to cover permit costs, similar structures not described herein and other services that may be required at the time of execution of projects but cannot be described at this time due to the complexities of work.

Commodities and/or Services ordered through the Allowance are limited to the items/services listed above. Costs for the commodities/services must be pre-approved by the County Project Manager or Designee in writing and deemed to be fair and reasonable by County staff.

### **2.2 Basis for Award**

Award will be made to the lowest, responsive and responsible Bidder meeting Specifications. If this Solicitation Document contains more than one group/section, the County reserves the right to award by group/section, or by overall total net Bid price, whichever is determined to be in the County's best interest. If a Bidder fails to submit an Offer on all lines within a group/section, then that Bidder is not eligible for award.

### **2.3 Insurance, Contractor**

2.3.1 During the life of the Agreement, the Contractor shall provide, pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 7 or better, authorized to transact business in the State of Florida, and which are satisfactory to the County.

2.3.2 All policies of insurance required by the Agreement shall require that the Contractor give the County thirty (30) Days written notice of any cancellation, intent not to renew, or reduction in coverage and ten (10) Days written notice of any non-payment of premium. Such notice shall be delivered by U.S. Mail to: Director, Risk Management Division, Hillsborough County, 601 E. Kennedy Blvd, Tampa, Florida 33602. In the event of any reduction in the aggregate limit of any policy, the Contractor shall immediately restore such limit to the amount required herein.

2.3.3 All insurance coverages provided by the Contractor shall be primary to any insurance or self-insurance program of the County which is applicable to the Work provided for in the Agreement.

2.3.4 Receipt by the County of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the Contract Documents does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.

2.3.5 No work for the County shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the policies, if requested, are received by the County and written Notice to Proceed is issued to the Contractor by the County.

2.3.6 The insurance coverages and limits required of the Contractor under the Contract Documents are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for the Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any questions concerning its exposure to loss under the Contract Documents or the insurance coverages needed therefore, it should seek professional assistance.

2.3.7 If the insurance coverage initially provided by the Contractor is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the County the ten (10) Days prior to expiration of current coverages.

2.3.8 Should the Contractor fail to maintain the insurance coverages required by the Contract Documents, the County may, at its option, either terminate this Agreement for default or procure and pay for such coverage, charge the Contractor for and deduct the costs of the same from payments due the Contractor. A decision by the County to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.

2.3.9 All Commercial General Liability and Builder's Risk liability insurance policies obtained by the Contractor to meet the requirements of the Contract Documents shall provide that the County, its employees and agents shall be additional insureds under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverages provided under this Section shall apply to all the Contractor's activities under the Contract Documents without regard for the location of such activity. Liability policies shall only be written on the Occurrence form.

2.3.10 Coverage amounts and type of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office form and endorsements or their equivalent.

2.3.11 Worker's Compensation and Employer's Liability Insurance. Coverage shall be maintained by the Contractor for all employees engaged in the Work, in accordance with the laws of the State of Florida.

2.3.12 The amount of such insurance shall not be less than:

2.3.12.1 Workers' Compensation - Florida Statutory Requirements

2.3.12.2 Employer's Liability:

- \$500,000.00** Limit Each Accident
- \$100,000.00** Limit Disease Each Employee
- \$500,000.00** Limit Disease Aggregate

2.3.12.3 Commercial General Liability Insurance. Coverage shall include, but not be limited to: Bodily Injury and Property Damage, Damage, Damage to Rented Premises, Medical expenses, Personal and Advertising Injury, and Products and Completed Operations:

- \$1,000,000.00** Bodily Injury and Property Damages - Each Occurrence

- \$50,000.00** Damages to Rented Premises - Each Occurrence
- \$5,000.00** Medical Expenses - Any One Person
- \$1,000,000.00** Personal and Advertising Injury - Each Occurrence
- \$1,000,000.00** Products/Completed Operations - Each Occurrence
- \$2,000,000.00** General Aggregate
- \$2,000,000.00** Products/Completed Operations Aggregate

2.3.12.4 Business Automobile Liability Insurance. Coverage shall be maintained by the Contractor as to the ownership, maintenance, and use all of its owned, non-owned, leased or hired vehicles (“any auto”) with limits of not less than:

2.3.12.4.1 Bodily Injury & Property Damage Liability: **\$1,000,000.00** Combined Single Limit Each Accident.

2.3.12.5 All Risk Coverage: For Purposes of this Contract, Builder's Risk coverage **is not** required; and Installation Floater Coverage **is not** required. If either or both are required, the Contractor shall provide coverage which includes the following minimum requirements:

2.3.12.5.1 All Risk coverage shall be issued by insurance company(s) approved by the State of Florida Department of Insurance and acceptable to the County. Coverages and endorsements must be on forms acceptable to the County. The premium for this insurance shall be paid for by the Contractor, with any deductibles being the sole responsibility of the Contractor.

2.3.12.5.2 Builder's Risk limits of coverage shall be 100% of the completed value of any building(s) or structure (s), or 100% of the value of the equipment to be installed, as appropriate; Installation structure(s), or 100% of the value of the equipment to be installed, as appropriate; Installation Floater coverage shall provide for loss of the installed equipment, no labor or fees, prior to final completion of the project.

2.3.12.5.3 Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any “occupancy clause”; or similar warranty or representation that the building(s) or structure(s) will not be occupied.

2.3.12.6 Professional Liability/Errors and Omissions Insurance **is not** required.

2.3.12.7 Pollution/Environmental Liability Insurance **is not** required.

2.3.12.8 Cyber Liability **is not** required. Contractor shall provide cyber liability insurance for the duration of the contract and for the period in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores, or has access to client data, whichever is longer, with a combined single limit of no less than per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Hillsborough County or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), payment card data and Protected

Health Information (“PHI”) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Hillsborough County data.

2.3.12.9 Certificates of Insurance. Certificates of Insurance evidencing the insurance coverage specified herein, when required, shall be filed with the Procurement Services Department within ten (10) Days after Notice of Award. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the Agreement. Certificates shall have the signature of the producer or authorized Representative of the insurer(s). Certified copies of insurance policies shall be provided to the County upon request.

2.3.13 Failure of the Contractor to submit the required Certificates of Insurance within the times required by this Section may result in a delay in issuing the Notice to Proceed. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle the Contractor to a change in the Contract Price or Time.

## **2.4 Jessica Lunsford Act**

2.4.1 Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, must meet level 2 screening requirements as described in Florida Statutes Section 1012.32 and Section 1012.465. The Act focuses primarily on increasing the measures used to monitor sexual offenders or predators. However, part of the Act is specifically related to individuals with access to school district campuses. Hillsborough County Children Services, Head Start facilities and Park sites that serve the School Board have adopted this as policy.

2.4.2 Contractual personnel shall include any vendor, individual, Contractor, Sub-Contractor, or entity under contract with the school board or in this case Hillsborough County who work or may work in a child occupied area or space. The Contractor shall pay all costs associated with meeting the level 2 requirements. Be advised that this process may take up to thirty (30) Days.

## **2.5 Optional Provision for Other Agencies**

Unless otherwise stipulated by the Bidder/Proposer in its Offer, the Bidder/Proposer agrees to make available to all government agencies, departments, and municipalities the Offer prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the Contract resulting from this Solicitation Document.

## **2.6 Purchase Order/Contract**

By submitting an Offer, the Bidder/Proposer declares that it understands and agrees that Bidder’s/Proposer’s Offer in addition to the Specifications, the Instructions, the General Terms and Conditions, the Special Terms and Conditions, the Insurance and Bond requirements, any Amendment(s) issued and all applicable attachments to this Solicitation Document shall become a valid contract between the County and the Contractor upon approval of the contract award by the Board of County Commissioners (if applicable), upon approval of the contract award by the County Administrator (if applicable), or upon the County’s issuance of a Contract Purchase Agreement, Blanket Purchase Agreement, or Purchase Order, whichever occurs sooner.

## 2.7 Contract Period for Term Contract

The Contract resulting from this Solicitation Document will be in effect for a **two (2)**-year period (ending on the last day of the final month) from the effective date of the Contract as established by the County's Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA).

## 2.8 Estimated Quantities

Quantities given represent the best estimate for use and shall be the basis for award. However, these quantities are not intended to represent actual requirements, which are not known at this time and may vary during the Contract Period. The County does not guarantee a minimum total purchase. Furthermore, the requirements of the County may exceed best estimates and the Successful Bidder/Proposer shall provide such requirements to the extent they are reasonable.

## 2.9 Hillsborough County Governmental Purchasing Council: Reference Laws of Florida 69-1112 and 69-1119

All Offers received by the County in response to this Solicitation Document shall be considered as Offers to members of the Hillsborough County Governmental Purchasing Council. Members, at their discretion, may utilize the Contract that results from this Solicitation Document. Members may purchase the goods, Services and/or Work under the same terms and conditions as the Contract between the Contractor and the County. Members will issue their own purchase orders, issue payments and coordinate the service locations with the Contractor, as applicable. The Hillsborough County Governmental Purchasing Council consists of the following agencies:

Children's Board of Hillsborough County

City of Plant City

City of Tampa

City of Tampa Housing Authority

City of Temple Terrace

Clerk of the Circuit Court

Expressway Authority

Hillsborough Area Regional Transit Authority

Hillsborough County Aviation Authority

Hillsborough County Board of County Commissioners

Hillsborough Community College

Hillsborough County School Board

Hillsborough County Sheriff

Property Appraiser

State Attorney's Office

Supervisor of Elections

Tampa Palms Community Development District

Tampa Port Authority

Tampa Sports Authority

Tax Collector

### **2.10 Ordering**

The County shall issue a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA) to cover any goods, Services and/or Work to be furnished under this Contract. The County user departments will then issue Standard Purchase Orders against the BPA/CPA on an as-needed basis. The Successful Bidder/Proposer shall deliver the applicable goods, Services and/or Work only upon receipt of a Standard Purchase Order. No goods, Services and/or Work are to be provided until a Standard Purchase Order is issued. However, any Standard Purchase Order issued PRIOR to the end of the Contract Period shall be completed, invoiced and paid after the expiration of the Contract. Orders shall be issued only during the Contract Period. The County reserves the right to modify the delivery location(s) identified throughout the Contract Period.

### **2.11 Termination for Convenience**

In the event the County elects to terminate the Contract, the County shall provide the Contractor with notice of termination in writing by electronic and/or certified mail. The County shall pay the Contractor for any accepted goods, Services and/or Work provided by the Contractor to the County prior to the Contractor's receipt of said termination notice.

### **3.0 Definitions**

The following words and expressions (or pronouns) shall, wherever they appear in this Solicitation Document and the Contract Documents, be construed as follows unless a different meaning is clear from the context.

#### **3.1 Agreement**

"Agreement" shall mean the written agreement between the County and the Contractor covering the goods and/or Services to be provided and/or the Work to be performed pursuant to this Solicitation

Document. The Agreement (if one is required for this particular Solicitation Document) will be attached to and made a part of the Contract Documents.

### **3.2 Amendment(s), Addendum, or Addenda**

"Amendment(s)", "Addendum", or "Addenda" shall mean the additional information and/or requirements concerning this Solicitation Document that are issued by the County, in writing, prior to the Close Date.

### **3.3 Bid(s), or Bidder's Bid**

"Bid(s)", "Bidder's Bid", "Proposal(s)", or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

### **3.4 Bidder**

"Bidder" or "Proposer" shall mean any person, partnership, corporation or other entity or organization submitting a Bid, Proposal, or Quote to provide the goods, Services and/or Work solicited by the County in this Solicitation Document.

### **3.5 Blanket Purchase Agreement (BPA)**

"Blanket Purchase Agreement (BPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/ Work, the effective dates for the provision of said products/Services/Work, and any additional terms and conditions of the Contract, if applicable.

### **3.6 Board of County Commissioners**

"Board of County Commissioners" shall mean the Board of County Commissioners of Hillsborough County, Florida.

### **3.7 Bond**

"Bond" or "Earnest Money Deposit (EMD)" shall mean bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Bidder/Proposer/Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

### **3.8 Business Day(s)**

"Business Day(s)" shall mean Monday through Friday excluding public holidays.

### **3.9 Change Order**

"Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County and Contractor authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time.

### **3.10 Close Date**

"Close Date" shall mean the date and time set for delivery to the County of all Offers submitted in response to this Solicitation Document.

### **3.11 Contract or Contract Documents**

"Contract" or "Contract Documents" shall mean the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Equal Employment Opportunity and Affirmative Action Requirements, all Amendment(s) issued, the Offer, the Agreement (if applicable), all the attached documents identified in this Solicitation Document, all supplementary drawings issued after award of the contract, all Change Orders, all Allowance Authorization Releases, and all provisions required by law to be a part of the Contract Documents, whether actually inserted therein or not.

### **3.12 Contract Price**

"Contract Price" shall mean the total monies payable to the Contractor under the Contract Documents.

### **3.13 Contract Purchase Agreement (CPA)**

"Contract Purchase Agreement (CPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/ Work, the effective dates for the provision of said products/Services/Work, and additional terms and conditions of the Contract, if applicable.

### **3.14 Contract Time or Contract Period**

"Contract Time" or "Contract Period" shall mean the number of calendar Days stated in the Contract Documents for the completion of the Work and/or the provision of the goods and/or Services specified therein.

### **3.15 Contractor**

"Contractor" shall mean the Successful Offeror, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

### **3.16 County**

"County" shall mean the Board of County Commissioners, Hillsborough County, Florida, for whom the Contract is being performed.

### **3.17 County Administrator**

"County Administrator" shall mean Hillsborough County's County Administrator, or a designee identified by the County Administrator to perform certain functions on behalf of the County Administrator.

### **3.18 Day(s)**

"Day(s)" shall mean one calendar day.

### **3.19 Designee**

"Designee" shall mean the person appointed by the Board of County Commissioners and/or the County Administrator to act on his/her behalf.

### **3.20 Earnest Money Deposit (EMD)**

"Earnest Money Deposit (EMD)" or "Bond" shall mean bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Bidder/Proposer and/or Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

### **3.21 Electronic Bidding System**

"Electronic Bidding System" shall mean the County's Electronic Bidding System.

### **3.22 Invitation To Bid**

"Invitation to Bid" shall mean the Solicitation Document issued by the County for the goods, Services and/or Work specified herein; and shall include the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, and all Amendment(s) issued.

### **3.23 Minimum Specifications**

"Minimum Specifications" shall mean the portion of the Specifications that address the technical requirements of the Work to be performed under this Contract including materials, equipment, and workmanship.

### **3.24 Modification Agreement**

"Modification Agreement(s)" shall mean the written order to the Contractor authorizing an addition, deletion, or revision in the goods, Services and/or Work to be provided under the Contract Documents or an adjustment in the Contract Price issued after the award of and/or execution of the Contract/Agreement. Such written order must be approved and/or executed by the applicable authorized representatives of the County in accordance with County policy. Modification Agreements that are required to be approved by the Board of County Commissioners pursuant to County policy must be executed by the Contractor and the Chair of the Board of County Commissioners.

### **3.25 Notice**

"Notice" shall mean a written notice for the County and the Contractor as set forth in this Solicitation Document and/or the Contract Documents.

### **3.26 Notice of Award**

"Notice of Award" shall mean the written notice given by the County to the Successful Bidder/Proposer that said Bidder/Proposer has been selected by the County to provide the goods/Services and/or perform the Work specified in this Solicitation Document.

### **3.27 Notice to Proceed**

"Notice to Proceed" shall mean the written notice given by the County to the Successful Bidder/Proposer and/or Contractor of the date for the Work to start and/or for the date of the Successful Bidder/Proposer and/or Contractor to provide the goods and/or Services specified in the Contract Documents.

### **3.28 Offer(s)**

"Offer(s)" or "Bid(s)" or "Proposal(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Offeror submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Offeror in response to this Solicitation Document.

### **3.29 Offeror**

"Offeror" shall mean any person, partnership, corporation or other entity or organization that has submitted an Offer, Bid, or Proposal to the County in response to a procurement solicitation issued by the County to provide equipment, supplies, materials, or Services.

### **3.30 Project**

"Project" shall mean the entire action and/or improvement which is the subject of this Solicitation Document and/or the Contract Documents.

### **3.31 Project Manager**

"Project Manager" shall mean the duly authorized representative of the Board of County Commissioners during the Contract Period.

### **3.32 Proposal(s)**

"Proposal(s)" or "Bid(s)" or "Bidder's Bid(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

### **3.33 Proposer**

"Proposer" or "Bidder" shall mean any person, partnership, corporation or other entity or organization submitting a Bid, Proposal, or Quote to provide the goods, Services and/or Work solicited by the County in this Solicitation Document.

### **3.34 Purchase Order**

"Purchase Order" shall mean the County's written document to the Contractor authorizing Work.

### **3.35 Quote(s)**

"Quote(s)" or "Bid(s)" or "Bidder's Bid(s)" or "Proposal(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

### **3.36 Service(s)**

"Service(s)" shall mean the activity/improvement and/or the means or methods necessary for implementation and prosecution of the Project and/or Work that is the subject of the Contract Documents.

### **3.37 Site(s)**

"Site(s)" shall mean the area(s) upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.

### **3.38 Solicitation Document**

"Solicitation Document" shall mean the solicitation issued by the County for the goods, Services and/or Work specified herein; and shall include the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, and all Amendment(s) issued.

### **3.39 Specifications**

"Specifications" shall mean the detailed information set forth in the "Specifications" section of this Solicitation Document describing and/or concerning the goods, Services and/or Work being solicited by the County via this Solicitation Document, including, but not limited to, any terms and conditions

contained within the "Specifications" section, any Amendment(s) issued related to the "Specifications" section, and/or any drawings or maps relating to the "Specifications" section of this Solicitation Document.

### **3.40 Subcontractor**

"Subcontractor" shall mean any person, firm or corporation other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor, materials, and/or equipment for the Work and/or Project to be performed that is the subject of the Contract Documents.

### **3.41 Successful Bidder/Proposer**

"Successful Bidder" or "Successful Proposer" shall mean the Contractor and vice versa, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

### **3.42 Surety**

"Surety" shall mean any corporation that executes, as surety, the Bidder's/Proposer's Bid/Proposal bond, and/or any corporation that executed, as surety, the Contractor's Bid/Proposal, performance, and/or payment Bond.

### **3.43 Unilateral Change Order**

"Unilateral Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time that does not require concurrence of the Contractor.

### **3.44 Work**

"Work" shall mean any and all obligations, duties and responsibilities necessary for the successful delivery of the goods and/or the successful completion of the Services, Project and/or tasks assigned to or undertaken by the Contractor pursuant to the Contract Documents, including, but not limited to, the furnishing of all labor, materials, equipment and other incidentals contemplated by and/or related to the Contract Documents.

## **4.0 Instructions**

### **4.1 Bid Submissions**

4.1.1 The County shall only accept Offers through its Electronic Bidding System.

4.1.2 Offers delivered by non-electronic means, facsimile, electronic mail (e-mail) or electronic means other than through the County's Electronic Bidding System will not be considered.

## 4.2 Affirmative Action Business Enterprise Policy

4.2.1 The County hereby notifies all Offerors that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded an equal opportunity to participate in any award made by the County pursuant to this Solicitation Document and will not be subjected to discrimination on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression. The County prohibits any person/business involved in County contracting and procurement activities, to discriminate on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression.

4.2.2 A written Affirmative Action/Equal Employment Opportunity (AA/EEO) Policy or Program is required if the Offeror has fifteen (15) or more employees. If the Offeror has fewer than fifteen (15) employees, then a written Affirmative Action (AA) Policy Statement is required. A copy of Offeror's written AA/EEO Policy/Program or AA Policy Statement (as applicable) should be submitted to the County within five (5) Business Days of notification of low Bidder status by the County but **must** be submitted no later than fifteen (15) Business Days after notification of low Bidder status by the County.

4.2.3 Offeror is required to complete and submit the "Affirmative Action Plan Self-Analysis" Forms contained in the County's AA/EEO Packet (included in this solicitation) no later than fifteen (15) Business Days after notification of low Bidder status by the County.

## 4.3 Award of Contract and Rejection of Bids

4.3.1 A Contract, if awarded, will be awarded to the lowest responsive and responsible Bidder in accordance with this Solicitation Document and applicable law.

4.3.2 The County, in its sole discretion, may determine whether acceptance of the Bid/Quote is in the best interest of the County. Further, the County reserves the right to reject any and all Bids/Quotes and to waive any informality concerning a Bid/Quote whenever such rejection or waiver is in the best interest of the County and in conformance with Florida Law.

4.3.3 The County also reserves the right to reject the Bid/Quote of any Bidder:

4.3.3.1 determined to be non-responsible due to failure to perform properly or timely on a comparable contract; and

4.3.3.2 who is not in a position to perform the contract.

4.3.4 Bidder must have the capacity, knowledge, skill and general ability to fully perform. Bidder must also have the integrity, reliability and other applicable qualities that will ensure good faith performance. The County reserves the right to require Bidder to submit documentation and other evidence attesting to the Bidder's responsibility. The County may reject Bidder's Bid/Quote if, at the County's sole discretion, Bidder fails to submit documents and evidence of responsibility and/or the County has determined that the Bidder is not responsible.

#### **4.4 Bid Documents**

4.4.1 The Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, any Amendment(s) issued, together with all the attached documents herein identified constitute the entire Solicitation Document, and must be the basis of all Offers.

4.4.2 Bidder's/Proposer's Offer pricing, in addition to all Amendment(s) issued, and any other documentation required by this Solicitation Document that is submitted by the Bidder/Proposer in response to this procurement shall constitute the Offer. The Bidder/Proposer is only required to submit its Offer in addition to any Amendment(s) issued and any other documentation required by this Solicitation Document.

4.4.3 The Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Requirements, Insurance and Bond requirements, Specifications, Equal Employment Opportunity and Affirmative Action requirements, all Amendment(s) issued, the Bidder's/Proposer's Offer, the Agreement, if applicable, together with all other attached documents herein identified and all supplementary drawings issued after award of the Contract shall constitute the "Contract Documents" upon the award of this Solicitation Document.

#### **4.5 Bid/Proposal/Quote Pricing**

Pricing must be quoted only in the space(s) provided within this Solicitation Document; no other form(s) will be accepted. When applicable, all prices quoted are to be free-on-board (F.O.B.) to the job site or specified delivery location in Hillsborough County, Florida.

#### **4.6 Bid/Proposal/Quote Results**

Preliminary results are generally available within two (2) Business Days to Bidders/Proposers in the County's Electronic Bidding System.

#### **4.7 Bidder/Proposer Request for Interpretation of Solicitation Document**

No interpretation of the meaning of the Specifications contained in this Solicitation Document or other Contract Documents will be made to any Offeror orally. Every request for such interpretation must be in writing, addressed to the Director of Procurement Services. To be given consideration, such requests must be received at least ten (10) Days prior to the Close Date. Any and all such interpretations and any supplemental instructions will be in the form of a written Amendment which, if issued, will be communicated to all Offerors who have acknowledged participation within the electronic bidding system and opened the respective solicitation at least five (5) Business Days prior to the Close Date. Failure of an Offeror to receive any such Amendment or interpretation shall not relieve said Offeror from an obligation under its Offer as submitted. All Amendment(s) so issued shall become part of the Contract Documents.

#### **4.8 Bidder/Proposer Responsible for Examining/Investigating Work Site(s)**

If applicable to this Solicitation Document, Bidder/Proposer is solely responsible for examining all Sites of the proposed Work and conducting any investigations necessary to inform itself of any difficulties that

may be involved in the completion of the Work. Bidder's/Proposer's failure to conduct such examinations and investigations shall not:

4.8.1 excuse the Successful Bidder's/Proposer's failure to complete the Work in accordance with the Specifications and requirements set forth in this Solicitation Document based on the Successful Bidder's/Proposer's ignorance of conditions or difficulties that may exist prior to the Close Date or of conditions or difficulties that may be encountered during the execution of the Work; and/or

4.8.2 be a basis for any claims for additional compensation and/or for any extensions of time.

#### **4.9 Procurement Policy and Procedures and Hillsborough County Ordinance – Protest Process and Procedures**

Offeror is advised that by submitting an Offer, Offeror hereby agrees to comply with the County's Procurement Policy and Procedures, including, but not limited to, the County's policy and procedures regarding Bid protests and Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3. The County's Procurement Policy and Procedures can be found on the County's website at:

[www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents](http://www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents)

Offeror is further advised that pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, Sec. 2-567(b)(i), any protest of the Specifications and/or terms and conditions contained within this Solicitation Document must be received by the County no later than five (5) Business Days before the Close Date/Bid Submittal Deadline set forth in this Solicitation Document.

#### **4.10 Bidder's/Proposer's Understanding of the Solicitation Document**

Bidder/Proposer is solely responsible for reading and completely understanding this Solicitation Document in its entirety.

#### **4.11 Brand Names, Etc.**

4.11.1 In instances where the Specifications make this subject applicable, any use therein of brand names, manufacturers' names, trade names, information and/or catalog numbers are used solely for the purpose of providing descriptions and for establishing acceptable quality levels. Such references are not intended to place restriction on the Bidders/Proposers (other than as to quality) and Bidders/Proposers may propose and describe upon the Bid/Proposal/Quote forms deviations that the Bidder/Proposer believes to be equal to or better than the requirements set forth in this Solicitation Document. The burden of proof that the Bidder's/Proposer's proposed brand is in fact equal lies with the Bidder/Proposer.

4.11.2 Bidders/Proposers must furnish all requested information in the spaces provided on the Bid Proposal. Additionally, where required pursuant to the provisions of this solicitation, Bidders must submit the following with their Bid Proposal: catalog cuts, sketches, descriptive literature, and/or complete specifications relative to the items proposed and offered. References to previously submitted material concerned with previous Bid Proposals are not acceptable to County.

#### **4.12 Cancellation of Solicitation Document**

The County reserves the right to cancel, in whole, or in part, this Solicitation Document when deemed to be in the best interest of the County.

#### **4.13 Compliance With Occupational Safety and Health Act (O.S.H.A.)**

In instances where such is applicable due to the nature of a Solicitation Document, all material, equipment, etc., as proposed and offered by the Bidder/ Proposer must meet and conform to all O.S.H.A. requirements.

#### **4.14 Condition of Goods, Shipping Costs, and Claims Against Carrier**

Unless otherwise specified, all goods supplied will be new, not used or re-manufactured. Bid/Proposal/Quote prices shall include costs of delivery, shipping and handling. Any claims against the carrier will be the responsibility of the Contractor.

#### **4.15 Cone of Silence**

Pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, there shall be a Cone of Silence for all procurement solicitations (except sole source procurement) issued by the County that are at or over the County's formal bid limit in order to safeguard the integrity of the County's procurement and protest process. Except as otherwise provided in this section, the Cone of Silence shall go into effect on the date a procurement solicitation is issued by the County and shall end the earlier of five (5) Business Days after the County posts its notice of intent to award the contract(s) associated with this solicitation or on the date the procurement solicitation is canceled by the County. Unless otherwise provided for in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, during the time period the Cone of Silence is in effect, no Offeror, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding a procurement solicitation and/or its related protest. The Cone of Silence does not prohibit an Offeror from communicating with the Director of the County's Procurement Services Department, County Procurement staff, or the attorney in the County Attorney's office that is directly responsible for the applicable procurement solicitation (this information can be obtained by contacting the County Procurement staff person listed as the contact in the applicable procurement solicitation). A violation of the Cone of Silence will result in the disqualification of the Offeror from consideration in the award of the procurement solicitation unless it is determined that the violation is unintentional and/or not material.

#### **4.16 Deviations**

Bidder's/Proposer's Offer must state all deviations to the exact requirements imposed upon the Bidder/Proposer. Such deviations must be stated upon the Bidder's/Proposer's Offer form; otherwise, the County may consider Bidder's/Proposer's Offer as being made in strict compliance with the requirements of this Solicitation Document. The County reserves the right to accept or reject any and all Offers, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if doing

so will serve the County's best interest. Only Offers which conform in all material respects to this Solicitation Document will be accepted. The County may reject any Offer not submitted in the manner specified by this Solicitation Document.

#### **4.17 Drug Free Workplace Program**

Pursuant to Section 287.087, Florida Statutes, Bidders/Proposers may submit with their Offers a certificate certifying that they have implemented a drug free workplace program. If two or more Offers are equal in price, quality, and service, preference will be given in the award process to the Bidder/Proposer who has furnished such certification with its Offer. A copy of the Drug-Free Workplace Form is attached to this solicitation and is also available from the Procurement Services Department website at:

<http://www.hillsboroughcounty.org/procurement>

#### **4.18 Electronic Payment Solution**

4.18.1 Automated Clearing House (ACH). Payments from the County will be made through an ACH payment solution where Offerors are paid with direct deposit. If the Offeror requests to opt out of being paid by direct deposit, then the Offeror should indicate its opt out in its Offer.

Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.

4.18.2 To enroll in ACH, Bidders must complete the Direct Deposit Authorization Form (included in this solicitation) or at:

[https://www.hillsboroughcounty.org/library/hillsborough/media-center/documents/procurement-services/selling-to-hillsborough/direct\\_deposit\\_authorization\\_form.pdf](https://www.hillsboroughcounty.org/library/hillsborough/media-center/documents/procurement-services/selling-to-hillsborough/direct_deposit_authorization_form.pdf)

#### **4.19 Equipment Demonstration**

Prior to the Award of this Solicitation Document, the County reserves the right to require a demonstration of equipment as proposed in Bidder's/Proposer's Offer. Each Bidder/Proposer shall be prepared to schedule a demonstration of the type of equipment proposed at a time and location mutually agreeable to the Bidder/Proposer and the County. The location should be within reasonable traveling distance from the County, and the County shall be responsible for the travel expenses of its County staff members attending such demonstration. Equipment demonstration may be of Bidder/Proposer-owned equipment or third-party-owned equipment. Failure on the Bidder's/Proposer's part to provide the equipment demonstration as described may result in the rejection of its Offer and/or suspension from consideration for award of bids, proposals, or contracts with the County for a period of up to twenty-four (24) months.

#### **4.20 Execution of Written Agreement**

Within ten (10) Days of the Notice of Award, the Successful Bidder/Proposer will be required to sign a written Agreement if one has been made a part of this Solicitation Document and identified as the "Agreement".

#### **4.21 Facilities Inspection**

Prior to the award of this Solicitation Document, the County reserves the right to inspect the Bidder's/Proposer's facility and place of business to determine that the Bidder/Proposer has a regular, bona fide established business that is presently an on-going concern and is likely to continue as such, and is capable of providing the products and/or services, including any later warranty service, or replacement parts support as may be required.

#### **4.22 Hillsborough County Business Tax**

All Offerors are required to comply with Hillsborough County Code of Ordinances and Laws, Part A, Chapter 46, Article III, as may be amended in the future. Failure of an Offeror to comply with such regulation shall not be a basis to protest the County's award of the Contract; instead, any reported failure of an Offeror to comply with these regulations will be referred to the Hillsborough County Tax Collector.

#### **4.23 Inspection of Samples**

After the Bid Submittal Deadline/Close Date, the County reserves the right to review and inspect representative samples of the products/goods being proposed by the apparent lowest responsive Bidder/Proposer. Within ten (10) Business Days of receiving a request from the County, Bidder/Proposer shall provide the County with samples of each item requested for the purpose of the County conducting a quality test or comparison without cost to the County. At the County's option, this inspection may take place locally, at the Bidder's/Proposer's place of business or at a location selected by the County. The County will not be responsible for shipping or other expenses incurred by the Bidder/Proposer in the qualification of its products or company. The County makes no guarantee that samples will be returned; however, samples not destroyed in testing may be available for return upon request (at the Bidder's/Proposer's expense) after testing is completed and after award of the Contract. Failure to provide the samples described above may result in the rejection of Bidder's/Proposer's Offer and/or suspension of Bidder/Proposer from bidding/proposing on County procurements.

#### **4.24 Licensing**

Bidder/Proposer shall be properly licensed for the appropriate category of Work specified in this Solicitation Document. All Bidders/Proposers are requested to submit any required license(s) with their Offers. License(s) must be effective as of the Bid Submittal Deadline/Close Date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Offer as non-responsive.

#### **4.25 Modification and/or Withdrawal of Offer Prior to Close Date**

Prior to the Bid Submittal Deadline/Close Date, Offers may be withdrawn upon written request signed by the Bidder/Proposer and submitted and/or postmarked to the County prior to the Bid Submittal Deadline/Close Date. Withdrawn Offers will not be returned to the Bidder/Proposer. Except as

specifically provided for herein, Bidders/Proposers may not modify their Offers after the specified Bid Submittal Deadline/Close Date. Negligence on the part of the Bidder/Proposer in preparing its Offer confers no right of withdrawal or modification of its Offer after such Offer has been opened by County staff at the specified time and place. Bidders/Proposers may not withdraw or modify their Offers after the Bid Submittal Deadline/Close Date.

#### **4.26 No Assignment of Offers**

Bidder/Proposer may not assign or otherwise transfer its Offer prior to or after the Bid Submittal Deadline/Close Date.

#### **4.27 Obtaining Clarification and/or Additional Information**

Bidders/Proposers are instructed not to contact County employees regarding this Solicitation Document with the exception of employees of the Procurement Services Department. Potential Bidders/Proposers requesting clarification or additional information should contact the Procurement Services Department at the address/telephone/fax numbers or e-mail address listed in this Solicitation Document.

#### **4.28 Public Entity Crimes Statement**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer, or reply on a contract to provide any goods or services to a public entity; may not submit an offer, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit offers, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an Offer. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a Bidder/Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of an Offer.

#### **4.29 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting**

Bidders are advised that pursuant to Florida Statutes, Section 287.05701, the County cannot (a) request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible vendor, and (b) give preference to a Bidder based on the Bidder's social, political, or ideological interests.

#### **4.30 Prohibition Against Contracting with Entities of Foreign Countries of Concern if Entity Would Give Access to an Individual's Personal Identifying Information**

Bidders are advised that pursuant to Florida Statutes, Section 287.138, beginning January 1, 2024, the County cannot accept a bid on, proposal for, or reply to, or enter into a contract with an entity that would give access to an individual's personal identifying information if (a) the entity is owned by the government

of a Foreign Country of Concern, (b) the government of a Foreign Country of Concern has a controlling interest in the entity, or (c) the entity is organized under the laws of or has its principal place of business in a Foreign Country of Concern. For purposes of this section, a “Foreign Country of Concern” shall mean the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country.

#### **4.31 Bidder Must Provide County with Affidavit Denying Involvement with a Country of Concern**

4.31.1 Beginning January 1, 2024, if the resulting Contract with the Bidder will grant the Bidder/Contractor access to an individual’s personal identifying information – e.g. driver’s license, military ID, passport, social security number, etc.), then pursuant to Florida Statutes, Section 287.138(4)(a), the Bidder/entity must provide the County with an affidavit signed by an officer or representative of the entity, under penalty of perjury, attesting that the entity does not meet any of the criteria set forth in Florida Statutes, Section 287.138(2)(a) through (c); (i.e., an affidavit stating that (a) the Bidder/entity is not owned by the government of a Foreign Country of Concern, (b) the government of a Foreign Country of Concern has no controlling interest in the Bidder/entity, and (c) the Bidder/entity is not organized under the laws of or does not have its principal place of business in a Foreign Country of Concern. **Said affidavit MUST be submitted with Bidder’s Bid/offer.** For purposes of this section, a “Foreign Country of Concern” shall mean the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country.

4.31.2 Bidder is advised that per Florida Statutes, Section 287.138(4)(a), beginning January 1, 2024, the County cannot accept a bid on, a proposal for, or reply to, or into a contract with an entity which would grant the entity access to an individual’s personal identifying information unless the entity provides the County with aforementioned affidavit.

#### **4.32 Requested Information and Descriptive Literature**

Bidder/Proposer must furnish all requested information in the spaces provided within this Solicitation Document. Additionally, where required, Bidders/Proposers must attach cuts, sketches, descriptive literature and/or complete specifications relating to the items proposed in the Bidder’s/Proposer’s Offer.

#### **4.33 Responsibility Survey**

The apparent low Offeror will be so notified by County staff and may be required, upon receiving such notice, to complete and return the Responsibility Survey form as identified within the attachments and provide all information and documentation requested therein within five (5) Business Days. If, after reviewing the Responsibility Survey and accompanying submissions, the County elects to reject the apparent low Offeror based on its responsibility evaluation, the County may perform the same responsibility evaluation, in succession, with each apparent next lowest Offeror until a contract is awarded to a suitable candidate or withdrawn.

#### **4.34 Submittal Deadline**

Offeror must submit its Offer prior to the time specified in the Close Date. Late Offers will not be accepted.

#### **4.35 Taxes**

State sales and Federal Excise taxes shall not be included in the Bidder's/Proposer's Offer, as Hillsborough County is tax exempt. The Director of Procurement Services will sign exemption certificates submitted by the Bidder/Proposer.

#### **4.36 Time Period Offer is Valid**

Offeror's Offer shall be in force for a period of not less than ninety (90) Days after the Close Date. Further, said Offer shall continue in force after said ninety (90) Day period, until thirty (30) Days following the date of receipt by County of written notice from the Offeror of its intent to withdraw its Offer, or until the date specified in said written notice as the expiration date of the Offer, whichever is later. The aforementioned time periods will remain in effect irrespective of whether an award has been made by the County. Notwithstanding the provisions of the preceding sentence, the Offeror may extend its Offer at any time prior to the scheduled expiration thereof.

#### **4.37 Unbalanced Offers and/or Excessive Line Item Prices**

The County reserves the right to reject any Offer in which unit prices, in the sole opinion of the County, are unbalanced. In addition, where the County has decided to award this Solicitation Document, it further reserves the right not to utilize a particular line item that, in the sole opinion of the County, is excessively priced, and reserves the right to obtain that item from another source.

### **5. GENERAL TERMS AND CONDITIONS**

#### **5.1 Applicable Law**

Unless otherwise specified, this Contract, including, but not limited to, the interpretation, bidding, award, execution and implementation thereof, shall be governed by the laws, rules, and regulations of the State of Florida.

#### **5.2 Changes in the Work/Change Orders/Modifications**

5.2.1 All additions, deletions, or revisions to the Contract shall be valid and enforceable only when authorized by a written Change Order or Modification Agreement approved and/or executed by the applicable authorized representatives of the County in accordance with County policy. Modification Agreements that are required to be approved by the Board of County Commissioners pursuant to County policy must be executed by the Contractor and the Chair of the Board of County Commissioners. Only upon receipt of a Change Order or Modification Agreement shall the Contractor be authorized to proceed with the Work involved. All such Work shall be executed under the applicable terms and conditions contained in the Contract Documents.

5.2.2 Additional Work performed by the Contractor without the authorization of a Change Order or Modification Agreement will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time except in the case of an emergency as provided for herein. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

5.2.3 It is the Contractor's responsibility to notify its Surety of any changes affecting the general scope of the Work/Services or change of the Contract Price, and the amount of the applicable Bond(s) shall be adjusted accordingly.

### **5.3 Contractor Must Use E-Verify, Must Have Legally Authorized Workforce & Utilize IMAGE Best Practices**

#### **5.3.1 E-Verify**

5.3.1.1 Pursuant to Florida Statutes Section 448.095, the Contractor (and its Subcontractors) are required to utilize the United States Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. The E-Verify system is an Internet-based system operated by DHS that allows participating employers to electronically verify the employment eligibility of newly hired employees. Accordingly, by submitting its Offer, the Contractor represents and warrants that it is registered with, and uses, the E-Verify system for all newly hired employees.

5.3.1.2 Pursuant to Florida Statutes Section 448.095, the Contractor must obtain an affidavit from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor is required to maintain a copy of such affidavit for the duration of the Contract Period and shall provide the County with a copy of such affidavit within three (3) Business Days of the County's request for said affidavit.

5.3.1.3 Contractor is advised that pursuant to Florida Statutes Section 448.095, the County is required to terminate this Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1); whereupon, the Contractor will not be eligible for award of a public contract for at least one (1) year from the date of such termination.

5.3.1.4 Contractor is advised that pursuant to Florida Statutes Section 448.095, if the County has a good faith belief that a Subcontractor knowingly violated Florida Statutes Section 448.095(2) (but that the Contractor has otherwise complied with said Florida Statute), that the County is required to promptly notify the Contractor of such violation and order the Contractor to immediately terminate its contract with the applicable Subcontractor.

#### **5.3.2 Legally Authorized Workforce**

5.3.2.1 Contractor is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, by submitting its Offer, Contractor represents and warrants:

5.3.2.1.1 that Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States;

5.3.2.1.2 that all of Contractor's employees are legally eligible to work in the United States; and

5.3.2.1.3 that the Contractor has actively and affirmatively verified such eligibility utilizing the E-Verify system and/or the Federal Government's Employment Eligibility Verification Form (the Form I-9).

5.3.2.2 A mere allegation of Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Contractor unless the County has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1) or such allegation has been determined to be factual by ICE prior to the date the Contract is scheduled to be awarded by the County.

5.3.2.3 Good faith claims/beliefs of the Contractor's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).

### 5.3.3 IMAGE Best Practices

Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Subcontractors:

5.3.3.1 Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

5.3.3.2 Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.

5.3.3.3 Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not be limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

5.3.3.4 Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.

5.3.3.5 Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

5.3.3.6 Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

5.3.3.7 Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in Subcontractor agreements.

5.3.3.8 Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

5.3.3.9 Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

5.3.3.10 Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

5.3.3.11 Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

#### **5.4 Contractor Use of Hillsborough County for Marketing Prohibited**

The Contractor shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Contractor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Contractor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s). This does not prevent the Contractor from including the County on its client lists and/or listing or using the County as a reference.

#### **5.5 Contractor's Responsibilities**

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work and/or Project. If the Contractor observes that the Specifications are at variance with such laws, ordinances, rules or regulations, then the Contractor will give the County prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order, Unilateral Change Order or Modification Agreement to the Contract. If the Contractor performs any Work knowing that such

Work is contrary to such laws, ordinances, rules and regulations and without giving such notice to the County, the Contractor will bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to ensure that the Specifications are in accordance with such laws, ordinances, rules and regulations.

#### **5.6 County as Intended Beneficiary of Subcontracts**

The County shall be an intended substantial beneficiary of the written agreements between the Contractor and its subcontractors.

### **5.7 Emergencies**

In emergencies affecting the safety of persons, the Work/Project or property at the site of such Work/Project or adjacent thereto, the Contractor, without special instruction or authorization from the County, is obligated to act at the Contractor's discretion to prevent threatened damage, injury or loss. The Contractor shall give the County prompt written notice of any significant changes in the Work/Project or deviations from the Contract Documents caused thereby, and a Change Order, Unilateral Change Order or Modification Agreement shall be issued covering the changes and deviations involved. If the Contractor believes that additional work done by it in an emergency which arose from causes beyond the Contractor's control entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim for the same. Such increase in Contract Price and/or extension of the Contract Time will be included in the Change Order, Unilateral Change Order or Modification Agreement if such claim is approved by the County.

### **5.8 Failure to Perform**

If, during the Contract Period, the Contractor should refuse or otherwise fail to perform any of its obligations under the Contract, the County reserves the right to:

5.8.1 Obtain the goods, Services and/or Work from another contractor; and/or

5.8.2 Terminate the Contract; and/or

5.8.3 Suspend/debar the Contractor from bidding on County solicitation documents for a period of up to twenty-four (24) months; and/or

5.8.4 Pursue any and all other remedies available to the County.

### **5.9 Fiscal Non-Funding/Availability of Funding**

The award of this Solicitation Document is contingent upon the availability of funding. Furthermore, if funding during the Contract Period becomes unavailable, the County reserves the right to terminate the Contract after providing the Contractor no less than twenty-four (24) hours written notice, provided that, the County will pay the Contractor for any authorized goods and/or Services provided prior to the Contractor's receipt of said termination notice. The County shall be the final authority as to the availability of funds.

### **5.10 Force Majeure**

The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of the Contractor. Such delays shall include, but is not limited to, acts or neglect by the County or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. In order to receive an extension of the Contract Time due to a force majeure event, the Contractor is required to make a claim of force majeure to the County and such claim must be approved by the County.

### **5.11 Hand Sanitizer Ordinance (05-8)**

Hand Sanitizer Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the use of portable restrooms.) Pursuant to Hillsborough County Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III (Hand Sanitizer Ordinance), as amended, every portable restroom in service in Hillsborough County which does not have a hand washing facility located within the portable restroom must have an operable hand sanitizer dispenser containing sanitation liquid affixed to the inside of the portable restroom or immediately adjacent to the portable restroom. The Contractor is solely responsible for ensuring that any and all portable restrooms owned or leased by the Contractor are in compliance with the ordinance.

### **5.12 Equal Employment Opportunity; Non-Discrimination Clause**

During the performance of this Contract, the Contractor shall comply with the following:

#### **5.12.1 Hillsborough County**

5.12.1.1 Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits discrimination on the basis of race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in apprenticeships, training programs, employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

5.12.1.2 Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that the County shall not deprive any person of any right because of race, sex, age, national origin, religion, disability or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

#### **5.12.2 State of Florida**

5.12.2.1 Florida Constitution, Preamble and Article I, section 2 protect citizens from being deprived of inalienable rights because of gender, race, religion, national origin, or physical disability.

5.12.2.2 Florida Statutes section 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.

5.12.2.3 Florida Statutes section 112.043, prohibits age discrimination in employment.

5.12.2.4 Florida Statutes section 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.

5.12.2.5 Florida Statutes section 448.07, prohibits wage rate discrimination on the basis of sex.

5.12.2.6 Florida Civil Rights Act of 1992, Florida Statutes sections 760.01 - 760.11, as amended.

5.12.2.7 Florida Statutes section 509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability, or national origin.

5.12.2.8 Florida Statutes section 725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for services performed.

5.12.2.9 Florida Fair Housing Act, Florida Statutes sections 760.20 - 760.37.

5.12.2.10 Florida Statutes section 760.40, provides for the confidentiality of genetic testing and requires informed consent prior to such testing.

5.12.2.11 Florida Statutes section 760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.

5.12.2.12 Florida Statutes section 760.51, provides for remedies and civil penalties for violations of civil rights.

5.12.2.13 Florida Statutes section 760.60, prohibits discriminatory practices of certain clubs.

5.12.2.14 Florida Statutes section 760.80, provides for minority representation on boards, commissions, council, and committees.

### 5.12.3 Federal

5.12.3.1 Section I of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, section 1.

5.12.3.2 Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

5.12.3.3 Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P.L. 102-166, 105 Stat.1071, and the Lilly Ledbetter Fair Pay Act of 2009, P.L. 111-2, 123 Stat. 5.

5.12.3.4 Civil Rights Acts of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. section 1981.

5.12.3.5 Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.

5.12.3.6 Civil Rights Restoration Act of 1987, P.L. 100-259, 102 Stat. 28.

5.12.3.7 Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071.

5.12.3.8 Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73,42 U.S.C. 3601 et seq.

5.12.3.9 Equal Opportunity Regulations, 41 CFR section 60-1.4, as amended.

5.12.3.10 Standards for a Merit System of Personnel Administration, 5 CFR section 900.601 et seq.

5.12.3.11 Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, 41 CFR Chapter 60.

5.12.3.12 Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended.

5.12.3.13 Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.

5.12.3.14 Age Discrimination in Employment Act of 1967, 29 U.S.C. section 621 et seq., P.L. 90-202, as amended.

5.12.3.15 Age Discrimination Act of 1975, 42 U.S.C. section 6101 et seq., P.L. 94-135, 89 Stat. 728, as amended.

5.12.3.16 Older Americans Amendments of 1975, 42 U.S.C. section 3001 et seq., P.L. 94-135, 89 Stat 713.

5.12.3.17 Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., as amended by the ADA Amendments Act of 2008, P.L. 110-325, 122 Stat. 3554.

5.12.3.18 Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. section 4212, as amended.

5.12.3.19 Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

5.12.3.20 State and Local Fiscal Assistance Act of 1972, as amended.

5.12.3.21 Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.

5.12.3.22 Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. sections 5.100-5.605.

5.12.3.23 Executive Order 13673, Fair Pay and Safe Workplaces.

**5.12.4 If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows:**

5.12.4.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

5.12.4.2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

5.12.4.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

5.12.4.4 The Contractor will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.12.4.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5.12.4.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5.12.4.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5.12.4.8 The Contractor will include the provisions of the subparagraphs contained in this section titled "5.12.4 If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows" in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in,

or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time to time, or added to (newly promulgated) from time to time, during the term of resulting contracts.**

### **5.13 Indemnification**

5.13.1 General Liability Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall be liable for the actions of its agents, employees, partners, or subcontractors and shall indemnify, defend, and hold harmless the County, and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and/or damage to real or personal tangible property alleged to be caused, in whole or in part, by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the County.

5.13.2 Patent and Copyright Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a County's misuse or modification of Contractor's products or County's operation or use of Contractor's products in a manner not contemplated by the Contract.

If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may, at its sole expense, procure for the County the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the product, the Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.

5.13.3 The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the County giving the Contractor:

5.13.3.1 written notice of any action or threatened action;

5.13.3.2 the opportunity to take over and settle or defend any such action at Contractor's sole expense; and

5.13.3.3 assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the County in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

### **5.14 Injury and/or Damage Claims**

Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of its employees, agents or others for whose acts it is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

### **5.15 Interpretation and Intent of Contract Documents**

The Contract Documents are complementary; what is called for by one Contract document is as binding as if called for by all of the Contract Documents. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor must bring it to the County's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: 1) Agreement, 2) Amendment(s) (if applicable to this Solicitation Document), 3) Specifications, 4) Special Terms and Conditions, 5) General Terms and Conditions, and 6) Instructions. Any Work that may reasonably be inferred from the Specifications and/or drawings/maps as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, when applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence.

### **5.16 Laws and Regulations**

The Contractor is hereby advised that all applicable Federal and State laws, municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the goods, Services and/or Work provided under this Contract shall be deemed to be a part of this Contract.

### **5.17 Legally Required Statement and Provisions Regarding Access to Records for Services Contracts**

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor/Service Provider has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Contractor/Service Provider is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor/Service Provider. As stated below, the Contractor/Service Provider may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor/Service Provider is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Contractor/Service Provider advice regarding its legal rights or obligations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**5.17.1 813-272-5790,**

### **5.17.2 StromerS@HCFLGov.net,**

### **5.17.3 Procurement Services, 601 E. Kennedy Blvd., 25th Floor, Tampa, Florida 33602.**

If under this Contract, the Contractor is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Contractor will comply with public records law, and agrees to:

5.17.4 Keep and maintain public records required by the County to perform the services.

5.17.5 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.

5.17.6 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the County.

5.17.7 Upon completion of the Contract, transfer at no cost to the County, all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the County.

### **5.18 Maintenance of Records/Public Records Law**

5.18.1 In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Bidders/Proposers should be aware that this Solicitation Document and all Offers are in the public domain and are available for public inspection. Bidders/Proposers are requested, however, to identify specifically any information contained in their Offers which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to Bidder's/Proposer's confidential and/or proprietary information.

5.18.2 All Offers received in response to this Solicitation Document will become the property of the County and will not be returned. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the County.

5.18.3 All materials that qualify for exemption from Chapter 119, Florida Statutes, or other applicable law must be submitted in an attachment or in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with Bidder's/Proposer's name and the Solicitation Document number marked on the outside.

5.18.4 The County will not accept Offers when the entire Offer is labeled as exempt from public disclosure.

5.18.5 Be aware that the designation of an item as exempt from public disclosure by a Bidder/Proposer may be challenged in court by any person or entity. By designation of material in the Offer as exempt from public disclosure, Bidder/Proposer agrees to defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Bidder's/Proposer's designation of material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Bidder's/Proposer's designation of material as exempt from public disclosure.

#### **5.19 No Assignment of Contract**

The Contractor may not make any assignment of the resulting Contract between the County and the Contractor, in whole or in part, without the prior written authorization of the County. Failure to obtain prior written authorization of the County will result in a delay of payment(s) at a minimum and may result in termination for breach of contract.

#### **5.20 Non-Exclusive Contract**

Award of this Contract shall impose no obligation on the County to utilize the Successful Bidder/Proposer for all Services and/or Work of this type, which may develop during the Contract Period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar Services and/or Work if it deems such action to be in the County's best interest.

#### **5.21 Notices to Contractor**

Notices to the Contractor shall be served upon the Contractor by electronic mail (e-mail), facsimile, U.S. mail, hand delivery, courier delivery, or express mail delivery of said notice to the Contractor's residence, place of business and/or with the Contractor's designated agent.

#### **5.22 Notices to the County**

Contact information (County's Project Manager) will be provided to the Contractor with the initial Blanket Purchase Agreement (BPA), Contract Purchase Agreement (CPA), and/or Standard Purchase Order (SPO).

#### **5.23 Payment and Completion**

5.23.1 The Project Manager, within fifteen (15) Days of receipt of each invoice will either approve or reject the invoice. If the Project Manager rejects the invoice, then the invoice will be returned to the Contractor and will state, in writing, the reason for rejecting the invoice. In the event the Contractor receives a rejected invoice, the Contractor may make the necessary corrections and resubmit the invoice to the Project Manager. Within thirty (30) Days of approval of an invoice for payment, the County will pay the Contractor the amount approved.

5.23.2 The Project Manager's approval of any payment requested in an invoice shall constitute a representation by the Project Manager to the County that the conditions precedent to the Contractor being entitled to payment as set forth herein have been fulfilled.

5.23.3 The Project Manager's approval of final payment shall constitute an additional representation by him/her to the County that the conditions precedent to the Contractor's being entitled to final payment as set forth herein have been satisfied.

5.23.4 The Project Manager may refuse to approve, in whole, or in part, an invoice if, in his/her opinion, he/she is unable to make the representation to the County that all the conditions precedent to the Contractor being entitled to payment have been satisfied. The Project Manager may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous approval of such payment, to such extent as may be necessary in his/her opinion to protect the County from loss because:

5.23.4.1 The Work is defective;

5.23.4.2 Claims have been filed or there is reasonable evidence indicating the probable filing thereof; or

5.23.4.3 The Contract Price has been reduced because of Change Order, Unilateral Change Order or Modification Agreement.

5.23.5 As established by Florida Statute 218.74(2) payment for the purchase or lease of goods and services shall be made within forty-five (45) Days after the date a proper invoice is presented for payment to the County's Finance Department, Clerk of the Circuit Court, as Accountant to the Board of County Commissioners and as Chief Disbursement Officer.

## **5.24 Payment to Contractor by Electronic Payment Solution**

ACH (Direct Deposit): If the Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit. The Contractor's bank account information will remain confidential to the extent provided by law as necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance will be sent to the Contractor via e-mail.

## **5.25 Payment to Subcontractors**

By submission of an invoice, the Contractor certifies that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the Contractor

prior to receipt of any further progress payments. During the Contract Period and upon completion of the Contract, the County may request documentation to certify payment to subcontractors and/or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the County or any liability on the County for the Contractor's failure to make timely payment to the subcontractors and/or suppliers.

## **5.26 Performance Standards and Product Quality**

In the event the Specifications omit details concerning performance standards and/or product quality, the Contractor shall use only the best commercial practices and/or materials and workmanship of the highest quality when performing this Contract.

## **5.27 Prohibition Against Contracting with Scrutinized Companies and Termination of Contracts with Scrutinized Companies**

5.27.1 Contractor is advised that Florida Statutes, Section 287.135, prohibits agencies and governmental entities from contracting (in any amount) with a company for goods and/or services that is (a) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), or (b) engaged in a boycott of Israel. The County reserves the right to terminate the Contract if the County discovers that the Contractor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.27.2 Contractor is advised that Florida Statutes, Section 287.135, prohibits agencies and governmental entities from contracting with a company for goods and/or services in the amount of One Million Dollars (\$1,000,000) or more if such company is (a) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (b) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473), or (c) engaged in business operations in Cuba or Syria. The County reserves the right to terminate the Contract if the County discovers that the Contractor has (i) submitted a false certification regarding the Contractor's business operations in the countries and/or industries listed in (a) through (c) of this paragraph, (ii) been placed on the Scrutinized Companies with Activities in Sudan List, (iii) been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or (iv) engaged in business operations in Cuba or Syria.

## **5.28 Project Manager's Status**

5.28.1 County's Representatives: The Project Manager shall be the County's representative during the Contract Period. The duties, responsibilities and the limitations of authority of the Project Manager during the Contract Period are set forth in this section and shall not be extended without the written consent of the County's Board of County Commissioners or designee.

5.28.2 Rejecting Defective Work: The Project Manager will have the authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective and/or does not conform to the requirements of any inspection, test or approval). The Project Manager will also have the authority to require special inspection or testing of the Work.

### **5.29 Severability**

In the event any section, sentence, clause or provision of this Contract is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Contract shall not be affected by such determination and shall remain in full force and effect.

### **5.30 Solid Waste Collection and Disposal**

Solid Waste Collection and Disposal; Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the Contractor to remove or dispose of solid waste.) Pursuant to Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II (Solid Waste Collection and Disposal), as amended, all solid waste accumulated as a result of this Contract that the Contractor is required to remove and dispose of, and which the Contractor chooses not to self haul, shall be removed and disposed of by one of the three authorized Hillsborough County solid waste franchise collectors. For a list of the authorized franchise collectors, please contact the Public Works Department/Solid Waste Division at 813-272-5680. The use of any other company or entity for the collection and disposal of solid waste in the Hillsborough County solid waste service area may be a violation of Chapter 130, Hillsborough County, Florida Code of Ordinances and Laws, Part B, Public Utilities, as amended.

### **5.31 Starting the Work**

The Contractor will start the Work and/or Project on the date determined by the County in its Purchase Order or Notice to Proceed.

### **5.32 Statement of Assurance**

During the performance of this Contract, the Contractor herein assures the County, that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Contractor does not on the grounds of race, color national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

### **5.33 Suspension of Work**

Upon seven (7) Days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and/or Project and terminate this Contract. In such case the Contractor shall be paid for all Work executed and/or goods delivered to and accepted by the County.



RFQ No. \_\_\_\_\_

**Responsibility Survey**

In order to determine the lowest responsive and responsible Offeror for this project, Hillsborough County may mandate that the apparent lowest Offeror provide the following survey. **THE FAILURE OF AN OFFEROR TO PROVIDE ALL INFORMATION REQUESTED BY THE SPECIFIED DATE MAY RESULT IN A FINDING BY THE COUNTY THAT THE OFFEROR IS NOT RESPONSIBLE. HILLSBOROUGH COUNTY MAY RELY ON THIS INFORMATION IN ITS DECISION REGARDING THE AWARD OF THE CONTRACT FOR THIS PROJECT; THEREFORE, ANY MATERIALLY FALSE, MISLEADING, AND/OR INCOMPLETE INFORMATION THAT IS SUBMITTED BY THE OFFEROR IN RESPONSE TO THIS SURVEY MAY RESULT IN THE COUNTY'S RESCISSION OF ITS AWARD RECOMMENDATION IF SUCH INFORMATION IS DISCOVERED BEFORE THE CONTRACT IS AWARDED BY THE COUNTY'S BOARD OF COUNTY COMMISSIONERS OR THE COUNTY ADMINISTRATOR, IF APPLICABLE. IF IT IS DISCOVERED THAT THE OFFEROR HAS SUBMITTED MATERIALLY FALSE, MISLEADING AND/OR INCOMPLETE INFORMATION IN RESPONSE TO THIS SURVEY AFTER THE CONTRACT HAS BEEN AWARDED BY THE COUNTY'S BOARD OF COUNTY COMMISSIONERS OR THE COUNTY ADMINISTRATOR, THEN THE CONTRACT AWARD MAY BE RESCINDED BY THE COUNTY OR THE CONTRACT MAY BE TERMINATED.** Any questions concerning the requested information may be directed to the Hillsborough County Procurement Services Department buyer identified on the Solicitation.

\*If additional space is needed, please provide as an attachment.

**Company Name:** Creative Shade Solutions Inc

**Principal Officer:** Werner Furstenberg

**Company Address:** 719 Wesley Ave , Tarpon Springs , FL

**Years in Business under Present Name:** 20

**Primary type of work your firm engages in:** Build and install shade structures / shade sails / shade canopies

\_\_\_\_\_

\_\_\_\_\_

**Years of experience in your primary type of work:** 20

Provide up to five (5) projects within the past five (5) years that are equal to or greater than the scope specified within the solicitation.

Prime Contractor or  Subcontractor

Project Name and Location: Skyway Playground - 3901 George Rd, Tampa, FL 33634

Project Description: Install shade sails over playground equipment

Client Name person: Hillsborough county Park and Rec

Client Phone and Email: Samantha Phillips, CPRP PhillipsS@HCFL.gov (813) 853-1016

Original Contract Amount: \$ 120,000.00 Final Contract Amount \$ 125,000.00

Name and License number under which work was performed: Creative Shade Solutions

NTP Issue Date: \_\_\_\_\_ Original Completion Date: 01/23/2024 Actual Completion Date: 04/23/2024

Explain all outstanding claims or pending litigation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Prime Contractor or  Subcontractor

Project Name and Location: Larry Sanders Sports Complex

Project Description: Larry Sanders Sports Complex - bleacher shade covers

Client Name person: Hillsborough county Park and Rec

Client Phone and Email: postiglione@hillsboroughcounty.org (813) 273-3769

Original Contract Amount: \$ 60,000.00 Final Contract Amount \$ 60,000.00

Name and License number under which work was performed: Creative Shade Solutions

NTP Issue Date: \_\_\_\_\_ Original Completion Date: 01/22/2024 Actual Completion Date: 03/22/2024

Explain all outstanding claims or pending litigation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Prime Contractor or  Subcontractor

**Project Name and Location:** Manatee County Schools - Gullet School

**Project Description:** Basketball court shade structure

**Client Name person:** Manatee County Schools

**Client Phone and Email:** Horsley, Michael <horsleym@manateeschools.net>

**Original Contract Amount:** \$ 80,000.00      **Final Contract Amount** \$ 800,009.00

**Name and License number under which work was performed:** Creative Shade Solutions

**NTP Issue Date:** \_\_\_\_\_ **Original Completion Date:** \_\_\_\_\_ **Actual Completion Date:** \_\_\_\_\_

**Explain all outstanding claims or pending litigation:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Prime Contractor or  Subcontractor

**Project Name and Location:** Putle Homes - Bayview Riverview

**Project Description:** Pool deck shade canopies

**Client Name person:** R.E. Floyd Construction Corporation

**Client Phone and Email:** Ben ... 813 807 0115 Ben Suarez <bsuarez@floydbuild.com>

**Original Contract Amount:** \$ 99,000.00      **Final Contract Amount** \$ 99,000.00

**Name and License number under which work was performed:** \_\_\_\_\_

**NTP Issue Date:** \_\_\_\_\_ **Original Completion Date:** 2,021.00 **Actual Completion Date:** \_\_\_\_\_

**Explain all outstanding claims or pending litigation:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Prime Contractor or  Subcontractor

**Project Name and Location:** Moody Airforce Base

**Project Description:** Shade canopy for gym equipment - Moody AFB

**Client Name person:** Jim Smith <jsmith@southwestsolutions.com>

**Client Phone and Email:** Jim Smith <jsmith@southwestsolutions.com> Cell#: (210) 559-3603

**Original Contract Amount:** \$ 88,000.00      **Final Contract Amount** \$ 88,000.00

**Name and License number under which work was performed:** \_\_\_\_\_

**NTP Issue Date:** \_\_\_\_\_ **Original Completion Date:** 12/12/2020 **Actual Completion Date:** 12/12/2020

**Explain all outstanding claims or pending litigation:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Has your firm ever failed to complete any work awarded to it? Yes  No**

**If yes, explain:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Provide other information that would be relevant to the County's evaluation of your firm's responsibility (e.g. any pending, present or past litigation, any employee misconduct, OSHA violations, work place deaths, etc.)?**

**Yes  No**

**If yes, explain:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Information and Documents to be provided**

**Provide copies of:**

- 1. IRS Substitute W-9.**
- 2. Trade licenses, as required.**
- 3. Certifications, as required.**
- 4. Experience Modification Rate (EMR) verification letter for the most recent three (3) years.**
- 5. Provide a copy of the current resume of the project manager and full-time job superintendent for the Offeror who will be used on this project for Hillsborough County, should the contract be awarded to the Offeror**
- 6. Affirmative Action Plan/Program or Affirmation Action Plan Statement.  
(A written Affirmative Action Plan or Program is required if the Offeror has fifteen (15) or more employees. If the Offeror has fewer than fifteen (15) employees, an Affirmation Action Plan Statement is required.)**
- 7. Employment data on current workforce form.**
- 8. Executed DM/DWBE Subcontractor agreements, if applicable.**
- 9. Good Faith Effort Determination form, if applicable.**

**AFFIRMATION**

**I hereby affirm that the information provided herein is true and complete to the best of my knowledge.**

**SIGNATURE OF AUTHORIZED OFFICIAL**

**PRINT NAME**

**W Furstenberg**  
\_\_\_\_\_

**Werner Furstenberg**  
\_\_\_\_\_

**TITLE OF OFFICIAL**

**DATE:**

**Pres / Owner**  
\_\_\_\_\_

**04/08/2024**  
\_\_\_\_\_

### Question Set 1: General Requirements

#	Question	Response	Comment	Status
1.0.1	Deviation(s): Any representation of deviation(s) may cause this Bid to be rejected by Hillsborough County. The following represents every deviation (itemized by number) to the foregoing Invitation to Bid upon which this Bid is based.	-	none	Complete
1 Questions		100.00% Complete		

## Question Set 1: Bidder Requirements/Acknowledgements

#	Question	Response	Comment	Status
<b>Affirmations</b>				
1.1.1	Company Name	Creative Shade Solutions Inc		Complete
1.1.2	Federal Employer Identification Number (FEIN)	20-8698312		Complete
1.1.3	Name of person submitting the Bid.	Werner Furstenberg		Complete
1.1.4	Title of person submitting the Bid.	Pres / Owner		Complete
1.1.5	I represent that I am at least eighteen (18) years of age.	Yes		Complete
1.1.6	I represent that the printing of my name and the submittal of a Bid is intended to authenticate this writing and to have the same force and effect as my manual signature.	Yes		Complete
1.1.7	I represent that I am either authorized to bind the Bidder, or that I am submitting the Bid on behalf of and at the direction of the Bidder's representative authorized to contractually bind the Bidder.	Yes		Complete
1.1.8	I represent that the Bidder and/or its applicable representative(s) has reviewed the information contained in this Bid and that the information submitted is accurate.	Yes		Complete
1.1.9	At this present time, we understand all requirements and state that as a serious Bidder we will comply with all the stipulations included in this Solicitation Document.	Yes		Complete
<b>The above-named Bidder affirms and declares:</b>				
1.2.1	Bidder affirms and declares that the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid or in the Contract proposed to be entered into.	Yes		Complete
1.2.2	Bidder affirms and declares that this Bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Bid for the same purpose, and is, in all respects, fair and without collusion or fraud.	Yes		Complete
1.2.3	Bidder affirms and declares that the Bidder is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.	Yes		Complete
1.2.4	Bidder affirms and declares that no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Bid; in the performance of this Contract, in the supplies, materials, equipment, and Services and/or Work to which they relate, or in any portion of the profits thereof.	Yes		Complete
1.2.5	Bidder affirms and declares that the Bidder has carefully examined the site where the Services and/or Work are to be performed and that, from the Bidder's own investigations, the Bidder is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered, and all other items which may in any way affect the performance of the Services and/or Work.	Yes		Complete
1.2.6	Bidder affirms and declares that the Bidder has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Bidder's Bid.	Yes		Complete
1.2.7	Bidder acknowledges and understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services that are One Million Dollars (\$1,000,000) or more, if such company is (i) engaged in business operations in Cuba or Syria, (ii) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). Bidder hereby certifies that Bidder (i) is not engaged in business operations in Cuba or Syria, (ii) is not on the Scrutinized Companies that Boycott Israel List, (iii) is not on the Scrutinized Companies with Activities in Sudan List, and (iv) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Bidder acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Bidder to civil penalties, attorneys' fees and/or costs.	Yes		Complete
1.2.8	In addition to the Bidder's affirmations set forth herein, Bidder affirms and declares that Bidder is in compliance with Florida Statutes, Section 448.095 which, in part, requires all Contractors and its Subcontractors to register with and use the United States Department of Homeland Security's E-Verify system for all newly hired employees, and requires Contractors to obtain affidavits from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Bidder acknowledges and understands that pursuant to Florida Statutes Section 448.095, the County is required to terminate the Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1); whereupon, the Contractor will not be eligible for award of a public contract for at least one year from the date of such termination.	Yes		Complete
<b>General Requirements</b>				
1.3.1	In the event an Agreement is executed upon the award of this Invitation to Bid to the Bidder, the County will provide Successful Bidder with a copy of the executed Agreement, if applicable. The County prefers to provide the document via electronic mail (e-mail). However, if Bidder wishes to receive an original hard copy of the executed Agreement, it can be mailed. Indicate the delivery method desired.	email		Complete
1.3.2	Pursuant to the SPECIAL TERMS AND CONDITIONS that allows the Contract to be available to all government agencies, departments, and municipalities, does the Bidder agree to make the contract and bid prices submitted available to all government agencies, departments, and municipalities?  The Bidder's choice to make the contract available (or not) will NOT be considered in the award of the Bid.	Yes		Complete
1.3.3	Bidder requests to opt out of payment from the County by direct deposit through the ACH electronic payment solution.  Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.  The Bidder's choice to opt out of payment by direct deposit through the ACH electronic payment solution will NOT be considered in the award of the Bid.	No		Complete
20 Questions		100.00% Complete		

Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Shade Structures	Estimated Price	Unit of Measure	Estimated Quantities	Numeric	
							Unit Price	Total Cost
Success: All values provided	Bid	#1-1	Months 1-6: Triangle Shade Sails with fabric roof and 9' eave height	10	Square Foot (Feet)	5000	\$ 5.00	\$ 25,000.00
Success: All values provided	Bid	#1-2	Months 1-6: Triangle Shade Sails Installation	10000	Job (s)	2	\$ 10,000.00	\$ 20,000.00
Success: All values provided	Bid	#1-3	Months 1-6: Cantilever Shade Sails (20 x 24) with fabric roof and 9' eave height	10000	Each	2	\$ 7,500.00	\$ 15,000.00
Success: All values provided	Bid	#1-4	Months 1-6: Cantilever Shade Sails (20 x 24) Installation	10000	Job (s)	2	\$ 7,000.00	\$ 14,000.00
Success: All values provided	Bid	#1-5	Months 1-6: Cantilever Shade Sails (16 x 24) with fabric roof and 9' eave height	8000	Each	2	\$ 7,000.00	\$ 14,000.00
Success: All values provided	Bid	#1-6	Months 1-6: Cantilever Shade Sails (16 x 24) Installation	10000	Job (s)	2	\$ 6,500.00	\$ 13,000.00
Success: All values provided	Bid	#1-7	Months 1-6: Hexagon Umbrella Shade Sails (17 x 17) with fabric roof and 9' eave height	8000	Each	2	\$ 6,000.00	\$ 12,000.00
Success: All values provided	Bid	#1-8	Months 1-6: Hexagon Umbrella Shade Sails (17 x 17) Installation	10000	Job (s)	2	\$ 3,500.00	\$ 7,000.00
Success: All values provided	Bid	#1-9	Months 1-6: Concrete Flatwork	365	Cubic Yard (s)	111	\$ 350.00	\$ 38,850.00
Success: All values provided	Bid	#1-10	Months 1-6: Hourly Labor Rate	150	Hour (s)	75	\$ 125.00	\$ 9,375.00
Success: All values provided	Bid	#1-11	Months 7-12: Triangle Shade Sails (or equivalent) with fabric roof and 9' eave height	10	Square Foot (Feet)	5000	\$ 5.00	\$ 25,000.00
Success: All values provided	Bid	#1-12	Months 7-12: Triangle Shade Sails Installation	10000	Job (s)	2	\$ 10,000.00	\$ 20,000.00
Success: All values provided	Bid	#1-13	Months 7-12: Cantilever Shade Sails (20 x 24) with fabric roof and 9' eave height	10000	Each	2	\$ 7,500.00	\$ 15,000.00
Success: All values provided	Bid	#1-14	Months 7-12: Cantilever Shade Sails (20 x 24) Installation	10000	Job (s)	2	\$ 7,000.00	\$ 14,000.00
Success: All values provided	Bid	#1-15	Months 7-12: Cantilever Shade Sails (16 x 24) with fabric roof and 9' eave height	8000	Each	2	\$ 7,000.00	\$ 14,000.00
Success: All values provided	Bid	#1-16	Months 7-12: Cantilever Shade Sails (16 x 24) Installation	10000	Job (s)	2	\$ 6,500.00	\$ 13,000.00
Success: All values provided	Bid	#1-17	Months 7-12: Hexagon Umbrella Shade Sails (17 x 17) with fabric roof and 9' eave height	8000	Each	2	\$ 6,000.00	\$ 12,000.00
Success: All values provided	Bid	#1-18	Months 7-12: Hexagon Umbrella Shade Sails (17 x 17) Installation	10000	Job (s)	2	\$ 3,500.00	\$ 7,000.00
Success: All values provided	Bid	#1-19	Months 7-12: Concrete Flatwork	365	Cubic Yard (s)	111	\$ 350.00	\$ 38,850.00
Success: All values provided	Bid	#1-20	Months 7-12: Hourly Labor Rate	150	Hour (s)	75	\$ 125.00	\$ 9,375.00
Success: All values provided	Bid	#1-21	Months 13-18: Triangle Shade Sails with fabric roof and 9' eave height	10	Square Foot (Feet)	5000	\$ 5.00	\$ 25,000.00
Success: All values provided	Bid	#1-22	Months 13-18: Triangle Shade Sails Installation	10000	Job (s)	2	\$ 10,000.00	\$ 20,000.00
Success: All values provided	Bid	#1-23	Months 13-18: Cantilever Shade Sails (20 x 24) with fabric roof and 9' eave height	10000	Each	2	\$ 7,500.00	\$ 15,000.00
Success: All values provided	Bid	#1-24	Months 13-18: Cantilever Shade Sails (20 x 24) Installation	10000	Job (s)	2	\$ 7,000.00	\$ 14,000.00
Success: All values provided	Bid	#1-25	Months 13-18: Cantilever Shade Sails (16 x 24) with fabric roof and 9' eave height	8000	Each	2	\$ 7,000.00	\$ 14,000.00
Success: All values provided	Bid	#1-26	Months 13-18: Cantilever Shade Sails (16 x 24) Installation	10000	Job (s)	2	\$ 6,500.00	\$ 13,000.00
Success: All values provided	Bid	#1-27	Months 13-18: Hexagon Umbrella Shade Sails with fabric roof and 9' eave height	8000	Each	2	\$ 6,000.00	\$ 12,000.00
Success: All values provided	Bid	#1-28	Months 13-18: Hexagon Umbrella Shade Sails (17 x 17) Installation	10000	Job (s)	2	\$ 3,500.00	\$ 7,000.00
Success: All values provided	Bid	#1-29	Months 13-18: Concrete Flatwork	365	Cubic Yard (s)	111	\$ 350.00	\$ 38,850.00
Success: All values provided	Bid	#1-30	Months 13-18: Hourly Labor Rate	150	Hour (s)	75	\$ 125.00	\$ 9,375.00
Success: All values provided	Bid	#1-31	Months 19-24: Triangle Shade Sails with fabric roof and 9' eave height	10	Square Foot (Feet)	5000	\$ 5.50	\$ 27,500.00
Success: All values provided	Bid	#1-32	Months 19-24: Triangle Shade Sails Installation	10000	Job (s)	2	\$ 10,000.00	\$ 20,000.00
Success: All values provided	Bid	#1-33	Months 19-24: Cantilever Shade Sails (20 x 24) with fabric roof and 9' eave height	10000	Each	2	\$ 7,500.00	\$ 15,000.00
Success: All values provided	Bid	#1-34	Months 19-24: Cantilever Shade Sails (20 x 24) Installation	10000	Job (s)	2	\$ 7,000.00	\$ 14,000.00
Success: All values provided	Bid	#1-35	Months 19-24: Cantilever Shade Sails (16 x 24) with fabric roof and 9' eave height	8000	Each	2	\$ 7,000.00	\$ 14,000.00
Success: All values provided	Bid	#1-36	Months 19-24: Cantilever Shade Sails (16 x 24) Installation	10000	Job (s)	2	\$ 6,500.00	\$ 13,000.00
Success: All values provided	Bid	#1-37	Months 19-24: Hexagon Umbrella Shade Sails (17 x 17) with fabric roof and 9' eave height	8000	Each	2	\$ 6,500.00	\$ 13,000.00
Success: All values provided	Bid	#1-38	Months 19-24: Hexagon Umbrella Shade Sails (17 x 17) Installation	10000	Job (s)	2	\$ 4,000.00	\$ 8,000.00
Success: All values provided	Bid	#1-39	Months 19-24: Concrete Flatwork	365	Cubic Yard (s)	111	\$ 365.00	\$ 40,515.00
Success: All values provided	Bid	#1-40	Months 19-24: Hourly Labor Rate	150	Hour (s)	75	\$ 150.00	\$ 11,250.00
<b>Basket Total</b>								<b>\$ 886,940.00</b>
<b>Grand Total</b>								<b>\$ 886,940.00</b>

Responses

Success: AF 604 is valid									
Status	Bidding Document	#	Group 2: Shelter Structures	Estimated Price	Unit of Measure	Estimated Quantity	Remarks		Total Cost
							Unit Price		
Group 2: Shelter Structures									
Success: All values provided	Bid	#1-1	Months 1-6: Titan (20 x 64) (8 post) with 9' eave height - eocost (Poligon Model No. RAM 50 x 64 or equivalent)	26000	Cash	1	\$36,000.00		\$36,000.00
Success: All values provided	Bid	#1-2	Months 1-6: Installation for Titan (20 x 64) (8 post) - eocost or equivalent	17000	Job (s)	1	\$22,000.00		\$22,000.00
Success: All values provided	Bid	#1-3	Months 1-6: Multi-Rib Shelter (16 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 16 x 24 or equivalent)	12600	Cash	1	\$22,800.00		\$22,800.00
Success: All values provided	Bid	#1-4	Months 1-6: Installation for Multi-Rib Shelter (16 x 24) - hot dipped galvanized or equivalent	8740	Job (s)	1	\$12,000.00		\$12,000.00
Success: All values provided	Bid	#1-5	Months 1-6: Multi-Rib Shelter (18 x 24) with 9' eave height - eocost (Poligon Model No. RAM 18 x 24 or equivalent)	10300	Cash	1	\$15,300.00		\$15,300.00
Success: All values provided	Bid	#1-6	Months 1-6: Installation for Multi-Rib Shelter (18 x 24) - eocost or equivalent	7360	Job (s)	1	\$12,000.00		\$12,000.00
Success: All values provided	Bid	#1-7	Months 1-6: Multi-Rib Shelter (20 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 20 x 24 or equivalent)	17200	Cash	1	\$22,300.00		\$22,300.00
Success: All values provided	Bid	#1-8	Months 1-6: Installation for Multi-Rib Shelter (20 x 24) - hot dipped galvanized or equivalent	11000	Job (s)	1	\$15,000.00		\$15,000.00
Success: All values provided	Bid	#1-9	Months 1-6: Multi-Rib Shelter (20 x 24) with 9' eave height - eocost (Poligon Model No. RAM 20 x 24 or equivalent)	14370	Cash	1	\$20,900.00		\$20,900.00
Success: All values provided	Bid	#1-10	Months 1-6: Installation for Multi-Rib Shelter (20 x 24) - eocost or equivalent	8770	Job (s)	1	\$12,000.00		\$12,000.00
Success: All values provided	Bid	#1-11	Months 1-6: Concrete Flatwork	320	Cubic Yard (s)	150.25	\$360.00		\$54,337.50
Success: All values provided	Bid	#1-12	Months 1-6: Hourly Labor Rate	200	Hour (s)	75	\$280.00		\$18,750.00
Success: All values provided	Bid	#1-13	Months 7-12: Titan (20 x 64) (8 post) with 9' eave height - eocost (Poligon Model No. RAM 50 x 64 or equivalent)	26000	Cash	1	\$37,000.00		\$37,000.00
Success: All values provided	Bid	#1-14	Months 7-12: Installation for Titan (20 x 64) (8 post) - eocost or equivalent	17000	Job (s)	1	\$22,000.00		\$22,000.00
Success: All values provided	Bid	#1-15	Months 7-12: Multi-Rib Shelter (16 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 16 x 24 or equivalent)	12600	Cash	1	\$22,800.00		\$22,800.00
Success: All values provided	Bid	#1-16	Months 7-12: Installation for Multi-Rib Shelter (16 x 24) - hot dipped galvanized or equivalent	8740	Job (s)	1	\$12,000.00		\$12,000.00
Success: All values provided	Bid	#1-17	Months 7-12: Multi-Rib Shelter (18 x 24) with 9' eave height - eocost (Poligon Model No. RAM 18 x 24 or equivalent)	10300	Cash	1	\$15,300.00		\$15,300.00
Success: All values provided	Bid	#1-18	Months 7-12: Installation for Multi-Rib Shelter (18 x 24) - eocost or equivalent	7360	Job (s)	1	\$12,000.00		\$12,000.00
Success: All values provided	Bid	#1-19	Months 7-12: Multi-Rib Shelter (20 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 20 x 24 or equivalent)	17200	Cash	1	\$22,300.00		\$22,300.00
Success: All values provided	Bid	#1-20	Months 7-12: Installation for Multi-Rib Shelter (20 x 24) - hot dipped galvanized or equivalent	11000	Job (s)	1	\$15,000.00		\$15,000.00
Success: All values provided	Bid	#1-21	Months 7-12: Multi-Rib Shelter (20 x 24) with 9' eave height - eocost (Poligon Model No. RAM 20 x 24 or equivalent)	14370	Cash	1	\$20,900.00		\$20,900.00
Success: All values provided	Bid	#1-22	Months 7-12: Installation for Multi-Rib Shelter (20 x 24) - eocost or equivalent	8770	Job (s)	1	\$12,000.00		\$12,000.00
Success: All values provided	Bid	#1-23	Months 7-12: Concrete Flatwork	320	Cubic Yard (s)	150.25	\$360.00		\$54,337.50
Success: All values provided	Bid	#1-24	Months 7-12: Hourly Labor Rate	200	Hour (s)	75	\$280.00		\$18,750.00
Success: All values provided	Bid	#1-25	Months 13-18: Titan (20 x 64) (8 post) with 9' eave height - eocost (Poligon Model No. RAM 50 x 64 or equivalent)	26000	Cash	1	\$36,000.00		\$36,000.00
Success: All values provided	Bid	#1-26	Months 13-18: Installation for Titan (20 x 64) (8 post) - eocost or equivalent	17000	Job (s)	1	\$22,000.00		\$22,000.00
Success: All values provided	Bid	#1-27	Months 13-18: Multi-Rib Shelter (16 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 16 x 24 or equivalent)	12600	Cash	1	\$22,800.00		\$22,800.00
Success: All values provided	Bid	#1-28	Months 13-18: Installation for Multi-Rib Shelter (16 x 24) - hot dipped galvanized or equivalent	8740	Job (s)	1	\$12,000.00		\$12,000.00
Success: All values provided	Bid	#1-29	Months 13-18: Multi-Rib Shelter (18 x 24) with 9' eave height - eocost (Poligon Model No. RAM 18 x 24 or equivalent)	10300	Cash	1	\$15,300.00		\$15,300.00
Success: All values provided	Bid	#1-30	Months 13-18: Installation for Multi-Rib Shelter (18 x 24) - eocost or equivalent	7360	Job (s)	1	\$12,000.00		\$12,000.00
Success: All values provided	Bid	#1-31	Months 13-18: Multi-Rib Shelter (20 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 20 x 24 or equivalent)	17200	Cash	1	\$22,300.00		\$22,300.00
Success: All values provided	Bid	#1-32	Months 13-18: Installation for Multi-Rib Shelter (20 x 24) - hot dipped galvanized or equivalent	11000	Job (s)	1	\$15,000.00		\$15,000.00
Success: All values provided	Bid	#1-33	Months 13-18: Multi-Rib Shelter (20 x 24) with 9' eave height - eocost (Poligon Model No. RAM 20 x 24 or equivalent)	14370	Cash	1	\$20,900.00		\$20,900.00
Success: All values provided	Bid	#1-34	Months 13-18: Installation for Multi-Rib Shelter (20 x 24) - eocost or equivalent	8770	Job (s)	1	\$12,000.00		\$12,000.00
Success: All values provided	Bid	#1-35	Months 13-18: Concrete Flatwork	320	Cubic Yard (s)	150.25	\$360.00		\$54,337.50
Success: All values provided	Bid	#1-36	Months 13-18: Hourly Labor Rate	200	Hour (s)	75	\$280.00		\$18,750.00
Success: All values provided	Bid	#1-37	Months 19-24: Titan (20 x 64) (8 post) with 9' eave height - eocost (Poligon Model No. RAM 50 x 64 or equivalent)	26000	Cash	1	\$40,000.00		\$40,000.00
Success: All values provided	Bid	#1-38	Months 19-24: Installation for Titan (20 x 64) (8 post) - eocost or equivalent	17000	Job (s)	1	\$22,000.00		\$22,000.00
Success: All values provided	Bid	#1-39	Months 19-24: Multi-Rib Shelter (16 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 16 x 24 or equivalent)	12600	Cash	1	\$22,800.00		\$22,800.00
Success: All values provided	Bid	#1-40	Months 19-24: Installation for Multi-Rib Shelter (16 x 24) - hot dipped galvanized or equivalent	8740	Job (s)	1	\$12,000.00		\$12,000.00
Success: All values provided	Bid	#1-41	Months 19-24: Multi-Rib Shelter (18 x 24) with 9' eave height - eocost (Poligon Model No. RAM 18 x 24 or equivalent)	10300	Cash	1	\$15,300.00		\$15,300.00
Success: All values provided	Bid	#1-42	Months 19-24: Installation for Multi-Rib Shelter (18 x 24) - eocost or equivalent	7360	Job (s)	1	\$12,000.00		\$12,000.00
Success: All values provided	Bid	#1-43	Months 19-24: Multi-Rib Shelter (20 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 20 x 24 or equivalent)	17200	Cash	1	\$22,300.00		\$22,300.00
Success: All values provided	Bid	#1-44	Months 19-24: Installation for Multi-Rib Shelter (20 x 24) - hot dipped galvanized or equivalent	11000	Job (s)	1	\$15,000.00		\$15,000.00
Success: All values provided	Bid	#1-45	Months 19-24: Multi-Rib Shelter (20 x 24) with 9' eave height - eocost (Poligon Model No. RAM 20 x 24 or equivalent)	14370	Cash	1	\$20,900.00		\$20,900.00
Success: All values provided	Bid	#1-46	Months 19-24: Installation for Multi-Rib Shelter (20 x 24) - eocost or equivalent	8770	Job (s)	1	\$12,000.00		\$12,000.00
Success: All values provided	Bid	#1-47	Months 19-24: Concrete Flatwork	320	Cubic Yard (s)	150.25	\$360.00		\$54,337.50
Success: All values provided	Bid	#1-48	Months 19-24: Hourly Labor Rate	200	Hour (s)	75	\$280.00		\$18,750.00
Subtotal Total									\$1,081,288.00
Grand Total									\$1,081,288.00


# DRUG-FREE WORKPLACE FORM

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

Creative Shade Solutions, Inc. does:  
719 Wesley Avenue (Business)  
Orlando Springs FL 34689

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' 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 1893 or of any controlled substance law of the United States or any state, for 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.

  
\_\_\_\_\_  
Offeror's Signature

1 | 2 | 2024  
\_\_\_\_\_  
Date



#1

# Substitute W-9

## Request for Taxpayer Identification Number (TIN) And Certification

<b>PART I - PERSONAL or BUSINESS INFORMATION</b>	
1-NAME of INDIVIDUAL, business name, or sole proprietor's name (as registered with the IRS-Internal Revenue Service) <b>CREATIVE SHADE SOLUTIONS INC.</b>	
2-BUSINESS NAME (DBA-doing business as), if different from above.	
3-CHECK ONE BOX to identify the type of business named above. <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-profit 501(c) Associations/Estate or Trust <input type="checkbox"/> Government Entity (Exempt under section 501(a)) <input type="checkbox"/> Medical or Legal Corporation <input type="checkbox"/> Foreign Entity (fill out separate W-form) <input type="checkbox"/> LLC-Limited Liability Company (If business listed on line 2 is an LLC, must also select an LLC type from below) [ ] Disregarded entity [ ] Partnership [ ] Corporation [ ] Individual/Sole Proprietor (enter owner/individual's name on line 1 above, business/DBA name on line 2)	
4-WITHHOLDING (Optional) <input type="checkbox"/> Already subject to backup withholding <input type="checkbox"/> Exempt from backup withholding	
<b>5-PROTECTED STATUS - Florida Statute 119.071(4)(d)</b>	
Are you a member of law enforcement (active or former), a firefighter, judge or any other protected status as defined by Florida Statute 119.071(4)(d)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6-ADDRESS - Street (include apt # or suite number) <b>719 WESLEY AVE</b> City <b>TARPON SPRINGS</b> State <b>FL</b> ZIP <b>34689</b> E-mail address <b>WERNER@CREATIVE SHADE SOLUTIONS.com</b>	
<b>PART II - TAXPAYER IDENTIFICATION NUMBER (TIN)</b>	
Enter your TIN in the Appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employee identification number (EIN).	
SSN	TIN / EIN <b>20-869 8312</b>
<b>PART III - CERTIFICATION</b>	
Under penalties of perjury, I certify that:	
1	The number shown on this form is my correct TIN (tax payer identification number) or I am waiting for a number to be issued to me, and
2	I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and
3	I am a U.S. citizen or other U.S. person (see definition below).
The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding	
Sign here >	Date > <b>1/2/2024</b>
<b>Florida Statute 119.07 (5) and the Federal Privacy Act of 1974; Collection of Social Security Numbers</b>	
The Hillsborough County Clerk of the Circuit Court collects your social security number for the purposes of tax reporting to the Department of the Treasury, Internal Revenue Service (IRS) and for identity verification purposes. Florida Statute 119.07 (5) and the Federal Privacy Act of 1974 require the Clerk to notify you in writing of the reason for collecting this information which will be used for no other purpose than herein stated.	
<b>GENERAL INSTRUCTIONS (section references are to the Internal Revenue Code unless otherwise noted).</b>	
<b>Definition of a U.S. person.</b> For federal tax purposes, you are considered a U.S. person if you are: <ul style="list-style-type: none"> <li>• An individual who is a U.S. citizen or U.S. resident alien,</li> <li>• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,</li> <li>• An estate (other than a foreign estate), or</li> <li>• A domestic trust (as defined in Regulations section 301.7701-7).</li> </ul>	
<b>Special rules for partnerships.</b> Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of the income from such business. Further, in certain cases where a form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> The Fessler Agency, Inc. 3165 N McMullen Booth Road G-2 Clearwater FL 33761	<b>CONTACT NAME:</b> Megan Lonergan <b>PHONE (A/C, No, Ext):</b> 727-451-6214 <b>E-MAIL ADDRESS:</b> mlonergan@fessleragency.com		<b>FAX (A/C, No):</b> 727-725-4698
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Creative Shade Solutions, Inc. 719 Wesley Ave. Tarpon Springs FL 34689	<b>INSURER A :</b> Old Dominion Insurance Company	40231	
	<b>INSURER B :</b> Auto Owners Insurance Company	18988	
	<b>INSURER c :</b> Florida Citrus, Business & Industries Fund		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 670568845      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			MPT9478W	6/3/2023	6/3/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4959430900	9/7/2023	9/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUT9478W	6/3/2023	6/3/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10664682-2023	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Hillsborough County BOCC Risk Management Division 601 E Kennedy Blvd 26th Floor Tampa FL 33602	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Agreement	224300670
Document Type	Blanket Purchase Agreement
Agreement Date	13-JUN-2024
Change Order	8
Change Order Date	26-MAR-2026
Revision	5
Agreement Amount	3,209,276.80 USD

Procurement BU **BOCC-BU**  
**PO BOX 1110**  
**TAMPA, FL 33601**  
**Hillsborough**  
**UNITED STATES**

Supplier **CREATIVE SHADE SOLUTIONS INC**  
**719 WESLEY AVE**  
**TARPON SPRINGS, FL 34689**

Notes USD = US Dollar

Customer Number	Account	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
		1081706	Net 30	Freight Included	FOB - Destination	Best Way
Start Date	End Date	Confirm To				
05-JUN-2024	31-DEC-2026	Legall, Adelyne SagePhone 1-813-635-7493-67083				

Line	Item	UOM	Price	Expiration Date
1	Months 1-6: Triangle Shade Sails with fabric roof and 9' eave height	Square Foot (Feet)	5.00	
2	Months 1-6: Triangle Shade Sails Installation	Job (s)	10,000.00	
3	Months 1-6: Cantilever Shade Sails (20 x 24) with fabric roof and 9' eave height	Each	7,500.00	

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Line	Item	UOM	Price	Expiration Date
4	Months 1-6: Cantilever Shade Sails (20 x 24) Installation	Job (s)	7,000.00	
5	Months 1-6: Cantilever Shade Sails (16 x 24) with fabric roof and 9' eave height	Each	7,000.00	
6	Months 1-6: Cantilever Shade Sails (16 x 24) Installation	Job (s)	6,500.00	
7	Months 1-6: Hexagon Umbrella Shade Sails (17 x 17) with fabric roof and 9' eave height	Each	6,000.00	
8	Months 1-6: Hexagon Umbrella Shade Sails (17 x 17) Installation	Job (s)	3,500.00	
9	Months 1-6: Concrete Flatwork	Cubic Yard (s)	350.00	
10	Months 1-6: Hourly Labor Rate	Hour (s)	125.00	
11	Months 7-12: Triangle Shade Sails (or equivalent) with fabric	Square Foot (Feet)	5.00	

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Line	Item	UOM	Price	Expiration Date
	roof and 9' eave height			
12	Months 7-12: Triangle Shade Sails Installation	Job (s)	10,000.00	
13	Months 7-12: Cantilever Shade Sails (20 x 24) with fabric roof and 9' eave height	Each	7,500.00	
14	Months 7-12: Cantilever Shade Sails (20 x 24) Installation	Job (s)	7,000.00	
15	Months 7-12: Cantilever Shade Sails (16 x 24) with fabric roof and 9' eave height	Each	7,000.00	
16	Months 7-12: Cantilever Shade Sails (16 x 24) Installation	Job (s)	6,500.00	
17	Months 7-12: Hexagon Umbrella Shade Sails (17 x 17) with fabric roof and 9' eave height	Each	6,000.00	
18	Months 7-12: Hexagon Umbrella Shade Sails (17 x 17)	Job (s)	3,500.00	

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Line	Item	UOM	Price	Expiration Date
	Installation			
19	Months 7-12: Concrete Flatwork	Cubic Yard (s)	350.00	
20	Months 7-12: Hourly Labor Rate	Hour (s)	125.00	
21	Months 13-18: Triangle Shade Sails with fabric roof and 9' eave height	Square Foot (Feet)	5.00	
22	Months 13-18: Triangle Shade Sails Installation	Job (s)	10,000.00	
23	Months 13-18: Cantilever Shade Sails (20 x 24) with fabric roof and 9' eave height	Each	7,500.00	
24	Months 13-18: Cantilever Shade Sails (20 x 24) Installation	Job (s)	7,000.00	
25	Months 13-18: Cantilever Shade Sails (16 x 24) with fabric roof and 9' eave height	Each	7,000.00	

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Line	Item	UOM	Price	Expiration Date
26	Months 13-18: Cantilever Shade Sails (16 x 24) Installation	Job (s)	6,500.00	
27	Months 13-18: Hexagon Umbrella Shade Sails with fabric roof and 9' eave height	Each	6,000.00	
28	Months 13-18: Hexagon Umbrella Shade Sails (17 x 17) Installation	Job (s)	3,500.00	
29	Months 13-18: Concrete Flatwork	Cubic Yard (s)	350.00	
30	Months 13-18: Hourly Labor Rate	Hour (s)	125.00	
31	Months 19-24: Triangle Shade Sails with fabric roof and 9' eave height	Square Foot (Feet)	5.50	
32	Months 19-24: Triangle Shade Sails Installation	Job (s)	10,000.00	

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Line	Item	UOM	Price	Expiration Date
33	Months 19-24: Cantilever Shade Sails (20 x 24) with fabric roof and 9' eave height	Each	7,500.00	
34	Months 19-24: Cantilever Shade Sails (20 x 24) Installation	Job (s)	7,000.00	
35	Months 19-24: Cantilever Shade Sails (16 x 24) with fabric roof and 9' eave height	Each	7,000.00	
36	Months 19-24: Cantilever Shade Sails (16 x 24) Installation	Job (s)	6,500.00	
37	Months 19-24: Hexagon Umbrella Shade Sails (17 x 17) with fabric roof and 9' eave height	Each	6,500.00	
38	Months 19-24: Hexagon Umbrella Shade Sails (17 x 17) Installation	Job (s)	4,000.00	
39	Months 19-24: Concrete Flatwork	Cubic Yard (s)	365.00	

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Line	Item	UOM	Price	Expiration Date
40	Months 19-24: Hourly Labor Rate	Hour (s)	150.00	
41	Months 1-6: Titan (50 x 64) (8 post) with 9' eave height - ecoat (Poligon Model No. RAM 50 x 64 or equivalent)	Each	36,000.00	
42	Months 1-6: Installation for Titan (50 x 64) (8 post) - ecoat or equivalent	Job (s)	22,000.00	
43	Months 1-6: Multi-Rib Shelter (16 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 16 x 24 or equivalent)	Each	22,800.00	
44	Months 1-6: Installation for Multi-Rib Shelter (16 x 24) - hot dipped galvanized or equivalent	Job (s)	12,000.00	
45	Months 1-6: Multi-Rib Shelter (16 x 24) with 9' eave height - ecoat (Poligon Model No. RAM 16 x 24 or equivalent)	Each	15,350.00	

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Line	Item	UOM	Price	Expiration Date
46	Months 1-6: Installation for Multi-Rib Shelter (16 x 24) - ecoat or equivalent	Job (s)	12,000.00	
47	Months 1-6: Multi-Rib Shelter (20 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 20 x 24 or equivalent)	Each	22,300.00	
48	Months 1-6: Installation for Multi-Rib Shelter (20 x 24) - hot dipped galvanized or equivalent	Job (s)	15,000.00	
49	Months 1-6: Multi-Rib Shelter (20 x 24) with 9' eave height - ecoat (Poligon Model No. RAM 20 x 24 or equivalent)	Each	20,900.00	
50	Months 1-6: Installation for Multi-Rib Shelter (20 x 24) ecoat or equivalent	Job (s)	12,000.00	
51	Months 1-6: Concrete Flatwork	Cubic Yard (s)	350.00	
52	Months 1-6: Hourly Labor Rate	Hour (s)	250.00	

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Line	Item	UOM	Price	Expiration Date
53	Months 7-12: Titan (50 x 64) (8 post) with 9' eave height - ecoat (Poligon Model No. RAM 50 x 64 or equivalent)	Each	37,500.00	
54	Months 7-12: Installation for Titan (50 x 64) (8 post) - ecoat or equivalent	Job (s)	22,000.00	
55	Months 7-12: Multi-Rib Shelter (16 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 16 x 24 or equivalent)	Each	22,800.00	
56	Months 7-12: Installation for Multi-Rib Shelter (16 x 24) - hot dipped galvanized or equivalent	Job (s)	12,000.00	
57	Months 7-12: Multi-Rib Shelter (16 x 24) with 9' eave height - ecoat (Poligon Model No. RAM 16 x 24 or equivalent)	Each	15,350.00	
58	Months 7-12: Installation for Multi-Rib Shelter (16 x 24) - ecoat or equivalent	Job (s)	12,000.00	

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Line	Item	UOM	Price	Expiration Date
59	Months 7-12: Multi-Rib Shelter (20 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 20 x 24 or equivalent)	Each	22,300.00	
60	Months 7-12: Installation for Multi-Rib Shelter (20 x 24) - hot dipped galvanized or equivalent	Job (s)	15,000.00	
61	Months 7-12: Multi-Rib Shelter (20 x 24) with 9' eave height - ecoat (Poligon Model No. RAM 20 x 24 or equivalent)	Each	20,900.00	
62	Months 7-12: Installation for Multi-Rib Shelter (20 x 24) - ecoat or equivalent	Job (s)	12,000.00	
63	Months 7-12: Concrete Flatwork	Cubic Yard (s)	350.00	
64	Months 7-12: Hourly Labor Rate	Hour (s)	250.00	
65	Months 13-18: Titan (50 x 64) (8 post) with 9' eave height - ecoat (Poligon Model No. RAM 50 x 64 or equivalent)	Each	38,000.00	

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Line	Item	UOM	Price	Expiration Date
66	Months 13-18: Installation for Titan (50 x 64) (8 post) - ecoat or equivalent	Job (s)	22,000.00	
67	Months 13-18: Multi-Rib Shelter (16 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 16 x 24 or equivalent)	Each	22,800.00	
68	Months 13-18: Installation for Multi-Rib Shelter (16 x 24) - hot dipped galvanized or equivalent	Job (s)	12,000.00	
69	Months 13-18: Multi-Rib Shelter (16 x 24) with 9' eave height - ecoat (Poligon Model No. RAM 16 x 24 or equivalent)	Each	15,350.00	
70	Months 13-18: Installation for Multi-Rib Shelter (16 x 24) - ecoat or equivalent	Job (s)	12,000.00	
71	Months 13-18: Multi-Rib Shelter (20 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 20 x 24 or equivalent)	Each	22,300.00	

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Line	Item	UOM	Price	Expiration Date
72	Months 13-18: Installation for Multi-Rib Shelter (20 x 24) - hot dipped galvanized or equivalent	Job (s)	15,000.00	
73	Months 13-18: Multi-Rib Shelter (20 x 24) with 9' eave height - ecoat (Poligon Model No. RAM 20 x 24 or equivalent)	Each	20,900.00	
74	Months 13-18: Installation for Multi-Rib Shelter (20 x 24) - ecoat or equivalent	Job (s)	12,000.00	
75	Months 13-18: Concrete Flatwork	Cubic Yard (s)	350.00	
76	Months 13-18: Hourly Labor Rate	Hour (s)	250.00	
77	Months 19-24: Titan (50 x 64) (8 post) with 9' eave height - ecoat (Poligon Model No. RAM 50 x 64 or equivalent)	Each	40,000.00	
78	Months 19-24: Installation for Titan (50 x 64) (8 post) - ecoat or equivalent	Job (s)	22,000.00	

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## Blanket Purchase Agreement 224300670 Change Order 8

Line	Item	UOM	Price	Expiration Date
79	Months 19-24: Multi-Rib Shelter (16 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 16 x 24 or equivalent)	Each	22,800.00	
80	Months 19-24: Installation for Multi-Rib Shelter (16 x 24) - hot dipped galvanized or equivalent	Job (s)	12,000.00	
81	Months 19-24: Multi-Rib Shelter (16 x 24) with 9' eave height - ecoat (Poligon Model No. RAM 16 x 24 or equivalent)	Each	15,350.00	
82	Months 19-24: Installation for Multi-Rib Shelter (16 x 24) - ecoat or equivalent	Job (s)	12,000.00	
83	Months 19-24: Multi-Rib Shelter (20 x 24) with 9' eave height - hot dipped galvanized (Poligon Model No. RAM 20 x 24 or equivalent)	Each	22,300.00	
84	Months 19-24: Installation for Multi-Rib Shelter (20 x 24) - hot dipped galvanized or equivalent	Job (s)	15,000.00	
85	Months 19-24: Multi-Rib Shelter	Each	20,900.00	

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Line	Item	UOM	Price	Expiration Date
	(20 x 24) with 9' eave height - ecoat (Poligon Model No. RAM 20 x 24 or equivalent)			
86	Months 19-24: Installation for Multi-Rib Shelter (20 x 24) - ecoat or equivalent	Job (s)	12,000.00	
87	Months 19-24: Concrete Flatwork	Cubic Yard (s)	350.00	
88	Months 19-24: Hourly Labor Rate	Hour (s)	250.00	
89	Allowance		1.00	
<p><b>Notes</b> Payments will be made in accordance with the Contract Documents Section 2.1 (Allowance) and Section 5.23 (Payment and Completion). This line item is issued based on a dollar amount; any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed-upon prices, terms, and specifications of the Contract.</p>				

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**HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS**

**Standard Purchase Order Terms and Conditions**

The vendor, in accepting this purchase order, agrees to and shall be bound by all of the following terms and conditions:

1. The content and conditions of this purchase order may not be verbally modified. Any changes must be in writing and approved by the Director of Procurement. If these conditions are not acceptable, please notify the contact listed on the order before shipping the items or delivering services. If prices are higher than specified, do not ship without prior written approval from the Director of Procurement.

2. All invoices, packing lists and packages must include the purchase order number (located on the upper right corner of the purchase order). The vendor must provide a proper invoice by which payment will be processed. In accordance with §218.76(1), Fla. Stat., if an invoice is subsequently determined to be improper, it shall be returned to the vendor. Proper invoices must include:

- Original invoice.
- Vendor's name and address.
- Vendor's tax identification number.
- Vendor's "remit to" address.
- Invoice date.
- Invoice number.
- Invoice must be billed to "BOCC Hillsborough County Florida."
- Correct purchase order number.
- Description of goods/services purchases, to include quantity and/or hours of work performed.
- Correct unit price (not to exceed four [4] decimal places), extended price, and total amount due.
- Shipping date.
- County department name and/or delivery contact named on the purchase order.
- Conformance to all other requirements specified in the corresponding contract/agreement.

3. All original invoices for goods and services must be emailed to [BOCCInvoices@HCFL.gov](mailto:BOCCInvoices@HCFL.gov) and [CountyFinanceInvoices@HillsClerk.com](mailto:CountyFinanceInvoices@HillsClerk.com). Additionally, a representative from the requesting County department and/or County department project manager may be copied on the email.

4. Payments will be made upon receipt of a proper invoice in accordance with Florida's Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. The following payment options are available:

Method	Source	Fee	Remittance/Notice

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ACH  (Direct Deposit) <sup>1</sup>	Electronic (Bank)	None	Email (Invoice # & Amount)
Check	Paper	None	Stub (Invoice # & Amount)

<sup>1</sup>Vendor's bank account information will remain confidential to the extent provided by law and necessary to make ACH payments via direct deposit. Please visit <https://HCFL.gov/Vendors> for the ACH enrollment form.

5. Materials rejected by the County will be returned to the vendor at the vendor's risk and expense. The County shall not be liable or otherwise responsible for any re-stocking charges unless prior written approval has been provided by the Director of Procurement. Cash discounts will be deducted as provided for on the face of this purchase order or in accordance with the terms of the vendor's quotation or bid.

6. Acceptance by the vendor of this order includes acceptance of all items, conditions, prices, delivery instructions and specifications as shown on the order or attached to or referred to, and which are made a part hereof by reference, as fully and to the same extent as if copied at length herein. In the event of a conflict or discrepancy between this purchase order and any referenced contract document, if one exists, the contract document shall govern. The vendor may not unilaterally modify the terms of this purchase order by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the vendor's order or fiscal forms or other documents forwarded by the vendor for payment. The County's acceptance of product or processing of documentation on forms furnished by the vendor for approval or payment shall not constitute acceptance of the proposed modification to the terms and conditions of this purchase order.

7. If this purchase order is a call or release order against a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA), all terms and conditions of the subject purchase agreement and this purchase order shall apply to the order. The purchase order number, not the purchase agreement number, must be on the invoice.

8. All shipments by the vendor must be F.O.B Destination, unless otherwise authorized in writing by the Director of Procurement. Any F.O.B. Shipping Point freight charges shall be prepaid and added to the invoice and with a copy of the freight bill attached. The County will not accept collect shipments. All stated delivery times are of the essence.

9. In accordance with law, the County reserves the right to cancel all or part of this purchase order prior to acceptance of the goods or services.

10. Vendors are expected to satisfy all purchase orders in one shipment unless otherwise stipulated in the subject solicitation, award, or authorized by the Director of Procurement in writing. Excessive and unauthorized partial shipments may result in vendor debarment or prohibition from doing business with the County.

11. Vendors are not authorized to deliver any goods or services which are not covered by this purchase order. The County accepts no responsibility and is not obligated to render payment for purchases that are not covered by a duly-issued purchase order or specifically authorized by the Director of Procurement or County Administrator. Vendors violating this condition may be subject to debarment or prohibition from doing business with the County in accordance with the County's Procurement Policies and such vendors may forfeit their right to compensation for such deliveries.

12. INDEMNIFICATION (PATENT OR COPYRIGHT): The vendor shall indemnify and hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by vendor during or after completion of the Work. These obligations shall survive acceptance of any goods and/or services and payment therefore by the County.

13. INDEMNIFICATION (GENERAL LIABILITY): The vendor shall indemnify, hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the vendor, or anyone performing any act required of vendor in connection with performance of the Contract awarded pursuant to this order. These obligations shall survive acceptance of any goods and/or services and payment therefore by the County.

14. INDEMNIFICATION (GENERAL LIABILITY—GOVERNMENTAL AGENCY-VENDORS ONLY): The County and governmental agency-vendor shall each be liable to the extent permitted by §768.28, Fla. Stat., for the negligent acts, or omissions of their respective officers, employees and agents. Nothing in the foregoing shall be construed as a waiver of sovereign immunity or as consent to be sued by either the County or the governmental agency-vendor.

15. Any dispute or contractual right regarding this purchase order shall be governed by Florida Law. In the event of a lawsuit by the vendor the venue of such lawsuit shall be in Hillsborough County, Florida and the vendor waives whatever rights it has in the selection of venue.

16. LAWS, REGULATIONS, PERMITS & LICENSES: The vendor is advised that all applicable Federal and State laws, municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the goods and/or services provided pursuant to this purchase order/contract shall be deemed to be a part of this purchase order/contract; and vendor represents and warrants that it is in compliance with such laws, rules and regulations. The vendor shall have in its possession any applicable permits, licenses, etc. that may be required by Federal, State, County, or local law to furnish the goods and/or services under the scope of this purchase order. The vendor shall be in compliance with all zoning and other ordinances in the performance of the awarded contract.

17. NON-DISCRIMINATION: The vendor shall comply with the requirements of all applicable federal, state and local laws prohibiting discrimination and the rules, regulations, policies, and executive orders promulgated thereunder, all of which are incorporated herein by reference.

18. The vendor shall keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the vendor for a minimum of six (6) years from the date of termination of this Contract. The County and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this contract and during the period of six (6) years thereafter. This six (6) year time period will be extended until audit findings are issued if an audit is initiated during the six (6) year period. Such activity shall be conducted only during normal business hours. The County, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the vendor as concerns the aforesaid records and documentation.

19. TAXES: Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax (No. 59-6000661). If you are to prepay charges, do not pay tax as County will not reimburse you for taxes paid. The County's Consumers Certificate of Exemption Number is #85-8012622015C-2, effective 11/30/19.

20. Questions concerning delivery of this order should be directed to the department contact shown on the order. For other questions regarding this order, please contact the Procurement Services Department at P.O. Box 1110, 601 E.

21. RISK OF LOSS: Until acceptance, risk of loss or damage shall remain with the vendor. The vendor shall be responsible for filing, processing, and collecting all damage claims. When the County rejects a product, the vendor shall remove it from the premises within ten (10) days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the vendor. Rejected product not removed by the vendor within ten (10) days shall be deemed abandoned by the vendor, and the County shall have the right to dispose of it as its own property. The vendor shall reimburse the County for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

22. WARRANTY: The vendor shall provide to the County a one (1) year written warranty: (a) against poor workmanship, for all services rendered by the vendor, (b) for all products, materials or equipment provided by the vendor in the course of providing service to the County, and (c) for all commodities sold to the County. The warranty period shall begin on the date of final completion and/or acceptance by the County.

23. FISCAL NON-FUNDING CLAUSE: This purchase order is subject to funding availability. In the event sufficient budget funds to fund this purchase order become reduced or unavailable, the County shall notify the vendor of such occurrence, and the County may terminate this purchase order, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the vendor. The County shall be the final authority as to the availability of funds and how available funds will be allotted. If this purchase order is funded in whole or in part by federal or state dollars which are reduced or become unavailable, the County shall notify the vendor of such occurrence and the County may terminate this purchase order, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the vendor.

24. ACCESS TO RECORDS: If applicable, vendor shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by vendor in connection with this purchase order.

25. REIMBURSEMENT OF TRAVEL EXPENSES: Travel expenses, if applicable, shall be paid pursuant to the provision of §112.061, Florida Statutes.

26. LEGALLY REQUIRED STATEMENT AND PROVISIONS REGARDING ACCESS TO RECORDS -

**APPLICABLE TO SERVICES CONTRACTS ONLY**

The parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in contracts for services. The inclusion of this statement and provisions below shall not be construed to imply that the vendor has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the vendor is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the vendor. As stated below, the vendor may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the vendor is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the vendor advice regarding its legal rights or obligations.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**a) Scott Stromer 813-272-5790,**

**b) StromerS@HCFL.gov,**

**c) Procurement Services, 601 E. Kennedy Blvd., 25th Floor, Tampa, Florida 33602.**

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If under this purchase order/contract, the vendor is providing services and acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the vendor will comply with public records law, and agrees to:

- a) Keep and maintain public records required by the County to perform the services.
- b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the purchase order/contract term and following completion of the purchase order/contract if the vendor does not transfer the records to the County.
- d) Upon completion of the contract, transfer at no cost to the County, all public records in possession of the vendor or keep and maintain public records required by the County to perform the service. If the vendor transfers all public records to the County upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the vendor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this contract/purchase order by the County.

27. USE OF E-VERIFY, LEGALLY AUTHORIZED WORKFORCE & IMAGE BEST PRACTICES

a) E-Verify:

Vendor affirms that it is in compliance with Florida Statutes, Section 448.095 which, in part, requires all vendors/contractors and its subcontractors to register with and use the United States Department of Homeland Security's E-Verify system for all newly hired employees, and requires vendors/contractors to obtain affidavits from its subcontractors stating that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Vendor acknowledges and understands that pursuant to Florida Statutes Section 448.095, the County is required to terminate this purchase order/contract if it has a good faith belief that the vendor knowingly violated Florida Statutes Section 448.09(1); whereupon, the vendor will not be eligible for award of a public contract for at least one (1) year from the date of such termination.

b) Legally Authorized Workforce:

i) Vendor is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, by submitting its offer, vendor represents and warrants:

- aa) that vendor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States;
- bb) that all of vendor's employees are legally eligible to work in the United States; and
- cc) that the vendor has actively and affirmatively verified such eligibility utilizing the E-Verify system and/or the Federal Government's Employment Eligibility Verification Form (the Form I-9).

ii) A mere allegation of vendor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the vendor unless the County has a good faith belief that the vendor knowingly violated Florida Statutes Section 448.09(1) or such allegation has been determined to be factual by ICE prior to the date the contract is scheduled to be awarded by the County.

iii) Good faith claims/beliefs of the vendor's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-

c) IMAGE Best Practices: Vendor is encouraged to incorporate IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors.

## 28. CHANGES IN THE WORK/CHANGE ORDERS/MODIFICATIONS

a) All additions, deletions, or revisions to this purchase order/contract shall be valid and enforceable only when authorized by a written Change Order or Modification Agreement approved and/or executed by the applicable authorized representatives of the County in accordance with County policy. Modification Agreements that are required to be approved by the Board of County Commissioners pursuant to County policy must be executed by the vendor and the Chair of the Board of County Commissioners. Only upon receipt of a Change Order or Modification Agreement shall the vendor be authorized to proceed with the work involved. All such work shall be executed under the applicable terms and conditions contained in the purchase order/contract documents. Change Order/Modification Agreement shall mean the written order to the vendor authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the purchase order/contract documents or an adjustment in the contract price after the award of and/or execution of the contract.

b) Additional work performed by the vendor without the authorization of a Change Order or Modification Agreement will not entitle the vendor to an increase in the contract price or an extension of the contract time except in the case of an emergency as provided for herein. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in contract documents.

c) It is the vendor's responsibility to notify its surety of any changes affecting the general scope of the work/services or change of the contract price, and the amount of the applicable bond(s) shall be adjusted accordingly.

## 29. UTILIZATION OF REGISTERED SMALL BUSINESS ENTERPRISES (SBEs)

**This clause shall only be applicable to those contracts/procurements where the vendor has agreed to the goal established by the County for the utilization of registered Small Business Enterprises (SBEs) pursuant to Hillsborough County Resolution No. R25-071.**

a) Vendor acknowledges and agrees that it has committed to achieve the participation goal stated on the ordering document(s) related to this procurement for the utilization of registered Small Business Enterprises (SBEs). Accordingly, vendor is required to subcontract a minimum of this participation goal of the monetary value of the services and/or work to be performed under this contract to registered SBE businesses. Vendor shall not substitute with a non-registered SBE subcontractor or complete the services/work using its own forces without the prior written approval of the County's Small Business Enterprises Division. Approval of such substitution by the County will be provided only upon a showing that it is not reasonable or possible for the vendor to obtain the services of another registered SBE business to achieve the SBE participation goal. To assist the vendor with identification of County-registered SBE businesses, vendor should refer to the County's Online SBE Directory which can be found on the County website at: <https://hcfl.gov/businesses/doing-business-with-hillsborough/small-business-encouragement-program>

b) Vendor is required to utilize the County's Vendor Compliance System (B2GNOW) on a monthly basis to confirm payments received from the County and to list any payments made by the vendor to registered SBE subcontractors, whether or not payment has been made to the vendor by the County. The County's Vendor Compliance System (B2GNOW) can be accessed at the following link: <https://HCFL.gov/SBE>

c) Vendor shall coordinate its SBE utilization efforts with the County-assigned project manager on this contract. Vendor is advised to contact the County's Small Business Enterprises Division at [SBE@HCFL.gov](mailto:SBE@HCFL.gov) for guidance and assistance regarding the County's Small Business Encouragement Program requirements, SBE registration, Online SBE Directory and/or utilization of the County's Vendor Compliance System (B2GNOW).

d) Failure of the vendor to comply with this section may constitute a material breach of contract and shall entitle the

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County to remedies as more specifically set forth in the County's Operational Procedures governing the Small Business Encouragement Program; such remedies may include, but are not limited to, the forfeiture of and/or recovery by the County of monies paid to the vendor under this contract intended for expenditure with a registered SBE subcontractor, and/or suspension or debarment of the vendor from bidding and/or working on County contracts for up to two (2) years. Vendor is advised that failure to comply with the requirements of this section may result in a non-responsibility determination of bids/offers by the vendor on future procurement solicitations issued by the County.

30. NO ASSIGNMENT OF CONTRACT: Vendor shall not make any assignment of this contract, in whole or in part, without the prior written authorization of the County. Failure to obtain prior written authorization of the County will result in a delay of payment(s) at a minimum and may result in termination by the County for breach of contract.

Hillsborough County Standard Purchase Order Terms and Conditions – Revised 11/10/2025

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## Memorandum

**Date:** June 23, 2026  
**To:** Mayor and Board of Commissioners  
**Through:** Mark LeCouris, City Manager  
**From:** Alexandra Keen, Interim Planning Director  
**Subject:** Renew Interlocal Agreement with Forward Pinellas for Planning and Mapping Support Services (**Allie Keen, Interim Planning Director**)

### Recommendation

Approve the Interlocal Agreement between the City of Tarpon Springs and Forward Pinellas for planning and mapping support services.

### Background

The City of Tarpon Springs originally entered into an interlocal agreement with Forward Pinellas (Pinellas Planning Council) to provide planning and mapping services on October 1, 2018 and subsequently amended the agreement to extend the term for an additional four years. The current agreement is set to expire on September 30, 2026. If the agreement is renewed, it would be in effect from October 1, 2026 through September 30, 2030 (4 years).

The interlocal agreement authorizes the City to utilize, as needed, professional support services from Forward Pinellas, such as assistance with policy and regulatory interpretations, grant writing, technical mapping, and other related special project work based on the needs of the community. The new agreement is essentially the same, with new term limits, minor language changes, and updated staff hourly rates that reflect the full range of potential services.

### Funding

Not Applicable

### Strategic Plan Objective

Not Applicable



June 12, 2026

Mark LeCouris, Interim City Manager  
City of Tarpon Springs  
324 Pine Street East  
Tarpon Springs, FL 34689

Dear Mr. LeCouris:

Please find enclosed for consideration and approval by the City of Tarpon Springs a new interlocal agreement for planning, mapping and special project services as approved by the Forward Pinellas Board at its June 8, 2026 meeting.

At present, there is an existing interlocal agreement for said services with your City that expires on September 30, 2026. The new agreement is essentially the same, with new term dates, some minor language changes, and an update in staff hourly rates to reflect the full range of potential services and current salaries.

The attached agreement provides the basis for any assistance request from your City to be submitted. However, there is no obligation to request such assistance, and Forward Pinellas will only provide services as are requested and mutually acceptable to both parties.

This new agreement begins on October 1, 2026 and will remain in place for four years, with an opportunity to extend for one additional four-year period by mutual agreement. However, the agreement may be terminated at any time with proper notice by either party.

If the agreement is satisfactory, please have it executed and return it to us for filing. After which, we will return a copy to you for your records.

Please call me with any questions or concerns that you may have. I am also available to address your Commission concerning the agreement if need be.

We appreciate the opportunity to continue our mutually productive relationship in the future.

Sincerely,

A handwritten signature in black ink that reads "Rodney Chatman". The signature is written in a cursive, flowing style with a large, sweeping flourish at the end.

Rodney Chatman, AICP  
Planning Division Manager

Enclosure

cc: The Honorable Mayor Koulianos  
Irene Jacobs, City Clerk  
Allie Keen, Interim Planning & Zoning Director

**INTERLOCAL AGREEMENT**  
**FOR**  
**PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK**  
**WITH THE**  
**CITY OF TARPON SPRINGS**

THIS INTERLOCAL AGREEMENT FOR PLANNING AND MAPPING SERVICES AND/OR SPECIAL PROJECT WORK, hereinafter referred to as “Agreement”, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between FORWARD PINELLAS, in its role as the Pinellas Planning Council and the Pinellas County Metropolitan Planning Organization (hereinafter referred to as “Forward Pinellas,”) and the CITY OF TARPON SPRINGS (hereinafter referred to as the “Local Government”), individually known as a “Party” and collectively known as the “Parties.”

WHEREAS, Forward Pinellas and the Local Government entered into an interlocal agreement to provide planning and mapping services on October 1, 2018 and subsequently amended the agreement to extend the term for an additional four (4) years; and

WHEREAS, the current interlocal agreement between the Parties expires on September 30, 2026; and

WHEREAS, Forward Pinellas desires to continue to provide planning and mapping services and/or special project work to the Local Government on an as needed and as available basis; and

WHEREAS, the Local Government desires to have the option to engage Forward Pinellas staff to provide planning and mapping services and/or special project work; and

WHEREAS, related planning and mapping services and/or special project work can be provided in support of the Countywide Plan as may be requested by the Local Government; and

WHEREAS, Forward Pinellas can provide the Local Government additional planning and mapping services and/or special project work through its agreement with the Pinellas County Enterprise Geographic Information Systems (GIS); and

WHEREAS, due to the expiration date of the previous agreement and desire to clarify the Parties and scope of work, it is necessary to replace the previous agreement; and

WHEREAS, Forward Pinellas and the Local Government desire to cooperate in the provision of said planning and mapping services and/or special project work to maximize efficiency and minimize cost and ensure the maximum degree of coordination and accuracy.

NOW THEREFORE, in consideration of the covenants made by each Party to the other and of the advantages to be realized by this Agreement, Forward Pinellas and the Local Government agree as follows:

**Section 1. Authority**

This Agreement is entered into pursuant to the general authority of Section 163.01, Florida Statutes, relating to interlocal agreements and the specific authority of Sections 6(3) and 6(6) of Chapter 2012-245, Laws of Florida, as amended.

**Section 2. Term**

The term of this Agreement shall be from October 1, 2026 through September 30, 2030; which term may be renewed by mutual written agreement, signed by both Parties, for one additional four-year period through September 30, 2034, unless terminated as provided for elsewhere in this Agreement.

**Section 3. Scope of Services**

- A. The Scope of Services is provided in Exhibit A attached hereto and hereby made a part of this Agreement.
- B. Any assistance provided or project undertaken as provided for in the Scope of Services may, upon mutual agreement of Forward Pinellas staff and the Local Government, be more specifically detailed as to methodology, schedule, work product, and cost in a memorandum of understanding executed consistent with and pursuant to this Agreement.
- C. Responsibility for the correctness of information provided to Forward Pinellas for use in rendering planning and mapping services and/or special project work under this Agreement, and any liability related thereto, lies with the Local Government.
- D. All requests for planning and mapping services and/or special project work to be provided under this Agreement shall be in writing by an authorized representative of the Local Government.
- E. Forward Pinellas reserves the right to accept or reject and to schedule all requests for planning and mapping services and/or special project work based on the ability of the Forward Pinellas staff to produce the requested planning and mapping and/or special project product(s) pursuant to the required timetable there for.

#### **Section 4. Charges**

- A. Payment and charges for services rendered under this Agreement shall be as provided for in Exhibit B, Payment and Rate Charge Schedule, attached hereto and hereby made a part of this Agreement.
- B. Ongoing planning and mapping services and/or special project work will be charged as a lump sum or on a time and material basis as mutually agreed by the Local Government and Forward Pinellas staff in accordance with the terms of this Agreement.
- C. The Local Government agrees to make payment to Forward Pinellas for all properly invoiced requisitions as set forth in Exhibit B, within forty-five days of submission.
- D. The fee schedule may be revised by mutual written consent, signed by both Parties, and included as an addendum to this Agreement.

#### **Section 5. Use of Product**

- A. The Local Government shall have the exclusive control of the public distribution of all information produced by Forward Pinellas prior to its adoption. Forward Pinellas shall not voluntarily distribute information prior to its adoption by the Local Government without prior approval.
- B. Forward Pinellas has the right to use any information produced under this Agreement for similar purposes upon removing all reference to the Local Government.
- C. The Local Government shall have the exclusive control of the public distribution of mapped information provided under this Agreement.
- D. Nothing contained in this Agreement shall prohibit either Party hereto from complying with a public records request submitted pursuant to Chapter 119, Florida Statutes.
- E. Forward Pinellas shall retain all rights to the original data as compiled for and used in the production of the Countywide Plan Map from which the Local Government map is produced.

#### **Section 6. Accounting and Records**

- A. Forward Pinellas shall establish an accounting process to identify the costs and revenues associated with the Agreement. All accounting documentation shall be available for inspection, upon request, by the Local Government at any time during the period of this Agreement and for a minimum of three years after payment is made, or the requisite statutory record retention period, whichever is longer.

- B. All charged costs shall be supported by the properly executed payroll, time records, invoices, contracts or vouchers, evidencing in proper detail the nature and propriety of the charges.

**Section 7. Notice**

Notice by either Party to the other pursuant to this Agreement shall be given in writing and hand delivered or mailed as follows:

Forward Pinellas: Forward Pinellas  
Attn: Whit Blanton, Executive Director  
310 Court Street, 2<sup>nd</sup> Floor  
Clearwater, FL 33756

Local Government: City of Tarpon Springs  
324 Pine Street East  
Tarpon Springs, FL 34689

**Section 8. Construction**

This Agreement shall be construed as an expression of inter-agency cooperation enabling each Party to make the most efficient use of its powers in furtherance of the respective and common objectives. However, this Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either Party to the other.

**Section 9. Termination**

This Agreement may be terminated by either Party at any time by giving the other Party not less than thirty days' notice of such termination. In the event this termination provision is exercised by either Party, the Local Government shall remain liable to Forward Pinellas for charges incurred up to such termination.

**Section 10. Filing; Effective Date**

As required by Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, Florida, after execution by the Parties, and shall take effect on October 1, 2026.

**Section 11. Successor Agency**

In the event Forward Pinellas is reconstituted as a new agency, merged with another agency, or its legal status is otherwise altered, this Agreement will be automatically assigned to any new agency that assumes the planning and mapping services and/or special project work currently performed by Forward Pinellas. This assignment shall be effective without the need for any further written agreement between the Parties. The Local Government shall retain the right to terminate this agreement in accordance with Section 9.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates referenced below.

**FORWARD PINELLAS**

Attest:

By: \_\_\_\_\_  
Whit Blanton, FAICP  
Executive Director

Date:

\_\_\_\_\_  
Witness: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

**LOCAL GOVERNMENT**

Attest:

By: \_\_\_\_\_  
Irene Jacobs  
City Clerk

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

\_\_\_\_\_  
John Koulianos  
Mayor

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

## EXHIBIT A

### SCOPE OF SERVICES

#### I. Ongoing Planning Services

- A. Forward Pinellas agrees to consider requests by the Local Government for ongoing planning services and to provide such services as Forward Pinellas staff time and schedule permit.
- B. Ongoing planning services may include, but are not limited to, review and interpretation of the comprehensive plan and land development regulations, comprehensive plan and land development regulation amendments, assistance with applications for development approval, traffic analysis, transportation planning, and data collection, as determined to be consistent with the mission and role of Forward Pinellas.

#### II. Mapping Services

- A. Forward Pinellas agrees to consider requests by the Local Government for mapping services and to provide such services as Forward Pinellas staff time and schedule permit.
- B. Mapping services may include, but are not limited to, provision of custom or standard printed or electronic map products, as determined to be consistent with the mission and role of Forward Pinellas.
- C. Forward Pinellas staff will serve as a liaison to the Pinellas County Enterprise Geographic Information Systems (EGIS) if such additional mapping services are required.

#### III. Special Planning Projects

- A. Forward Pinellas agrees to consider requests by the Local Government for assistance with special planning projects and to provide such assistance as Forward Pinellas staff time and schedule permit.
- B. Special planning projects may include, but are not limited to, plan or land development regulation assessments, neighborhood or special area plan development, special transportation and/or planning studies and such other special projects as may be related to or in furtherance of the comprehensive and/or transportation planning process, including customary ancillary and support activities needed to conduct such projects, as determined to be consistent with the mission and role of Forward Pinellas.

## EXHIBIT B

### PAYMENT AND RATE CHARGE SCHEDULE

I. Ongoing Planning and Mapping Services

Forward Pinellas shall requisition by invoice for ongoing planning and mapping services on a time and materials basis as follows:

A. Materials - at the cost to Forward Pinellas

B. Time - based on the following loaded hourly rates:

1.	Executive Director	\$158.00/hour
2.	Planning Manager	\$98.00/hour
4.	Principal Planner	\$68.00/hour
5.	Planner/Analyst	\$51.00/hour
8.	Communications Specialist	\$55.00/hour
9.	Administrative Support	\$36.00/hour

C. Forward Pinellas shall provide the Local Government, upon request, a price quote based on the product(s) ordered in each request for services. There is no charge for current Geographic Information System (GIS) shapefiles distributed via email.

II. Special Planning Projects

Forward Pinellas shall requisition by invoice for special planning projects in the amount and according to a schedule agreed upon in advance between the Local Government and Forward Pinellas staff for each such special project.




# CITY OF TARPON SPRINGS, FL

## Procurement Services

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615

### MEMORANDUM

**TO:** Honorable Mayor and Board of Commissioners

**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director 

**DATE:** 06/23/2026

**SUBJECT:** Approve Request for Qualifications (RFQ) No. 250177-S-JL, Construction Manager at Risk (CMAR) Continuing Services, Phase 2 Construction for Golf Course Clubhouse

### RECOMMENDATION:

Approve Request for Qualifications (RFQ) No. 250177-S-JL, Construction Manager at Risk (CMAR) Continuing Services, Phase 2 Construction for Golf Course Clubhouse, with Bandes Construction Company, for the Guaranteed Maximum Price (GMP) of \$5,452,374, for the Public Services Department - Golf Division.

### BACKGROUND:

On September 9, 2025, the Board approved the award of a Construction Manager at Risk (CMAR) Continuing Services Agreement. The purpose of this agreement is to provide professional CMAR services in support of the City's Capital Improvement Program (CIP) and General Services operations. Project-specific services are authorized through Task Work Orders (TWOs), which establish the scope of work and negotiated fee for each assignment. No work proceeds until the City has completed its review and approved the respective TWO.

Pursuant to the agreement, the City issued Task Work Order P001 to Bandes Construction Company to provide pre-construction and value engineering services during the architectural design phase (Phase 1) of the new Golf Course Clubhouse project.

Based on the completion of Phase 1 services and the successful negotiation of a Guaranteed Maximum Price (GMP), City staff is requesting Board approval to proceed with Phase 2 of the CMAR agreement for the construction of the new Golf Course Clubhouse, as detailed in the attached memorandum.

**FUNDING:** 407-4902-572-6200/ Project No. CR2602 - Parks and Recreation/Buildings

Accepted by: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk






## Public Services Department

### Memorandum

**Date:** June 23, 2026

**To:** Honorable Mayor and Board of Commissioners

**Through:** Mark LeCouris, City Manager

**From:** Thomas Kiger, Public Services Director   
Jamie Taylor, Public Services Assistant Director  
Howard Hunt, Golf Course Manager

**Subject:** Recommend BOC approval to proceed to construction phase of the Tarpon Springs Golf Course Clubhouse project with Banded Construction under File No. 250177-S-JL for Construction Manager At Risk services

### Recommendation

Recommend BOC approval to proceed to construction phase of the Tarpon Springs Golf Course Clubhouse project with Banded Construction under File No. 250177-S-JL for Construction Manager At Risk (CMAR) services. The Guaranteed Maximum Price will be \$5,452,374.

### Background

In FY25, the City began design work on a new golf course clubhouse for the Tarpon Springs Golf Course to replace an aging and deteriorated building that dated to the 1960s. The goal of the project was to provide a larger space to support the increased community use of the golf course, further invest to support the golf course business success, and create a new community event space that can be utilized not just by local golfers, but for the broader community.

The clubhouse project is an approximately 8400 square foot facility, with approximately 6100 square feet of conditioned space. This includes a larger snack bar area, wrap around back porch with outdoor seating, improved pro shop, and a 1400 square foot event rental space with catering kitchen for outside community events. The project will also include the demolition of the old clubhouse, and replacement with a new supplemental parking area with 16 new parking spaces. Other elements of the project include new light poles and planters in the parking area, and stormwater improvements to meet new state water quality standards.

### Project Delivery

This project was designed and planned for construction using a Construction Manager at Risk method of project delivery. Construction Management at Risk (CMAR) is a collaborative delivery method for constructing capital projects using a construction manager (CM), who oversees the project from design through construction. The CM provides professional services and acts as a consultant to the owner in the design phase to provide value engineering and cost

control. After design, the CM then manages the construction phase and delivers the completed project for a Guaranteed Maximum Price.

Bandes Construction was selected to be the Construction Manager for this project from a BOC-approved list of qualified construction manager firms solicited via competitive RFQ in summer 2025. Bandes has provided professional services throughout the design process, including providing value engineering to reduce construction costs, and updated cost estimates based on most recent subcontractor market rates. Key design elements Bandes advised on included: lowering building elevation to reduce site work and foundation costs; updating plumbing specs to reduce materials costs; stormwater improvements to save on site work; and many other items. At 90% design, Bandes provided a Guaranteed Maximum Price to construct the project. This price was based on hard bids of all of the materials and subcontractor services needed to build the project. The planned schedule for the project is expected to run 365 days, including site work, construction of the clubhouse, demolition of the old clubhouse, and the new parking area.

Based on previous public comment, steps were taken to ensure that a variety of firms would have the opportunity to bid elements of the project. Bandes worked with City Procurement to jointly advertise all subcontractor bids on the City procurement platform. Under the current GMP breakdown, nearly 90% of the project will be delivered by various local subcontractors.

**Budget**

The Guaranteed Maximum Price for the project is \$5,452,374, which includes an approximately \$118,000 alternative for installing a solar system. The original construction estimate and budget for the project was \$4,200,000, which is to be funded by a City loan included in the FY26 budget and approved by the BOC. The loan for this project will be fully supported (repaid) by future golf course revenues. This project does not propose to use any funding from the general fund, property tax revenue, or the Penny fund. Furthermore, the increase in construction costs will be funded via cash reserves from the golf course enterprise fund.

**Table 1: Golf Course Clubhouse Cost Comparison**

Course	Location	Year	SF	Cost	Adjusted Cost	\$/SF
<b>Sandridge Golf Club</b>	Vero Beach, FL	2025	22,000	\$13,000,000	\$13,497,997	\$614
<b>Lake Hefner Golf Club</b>	Oklahoma City	2024	18,000	\$11,800,000	\$12,447,843	\$692
<b>Overpeck Golf Course</b>	Bergen Co, NJ	2025	6745	\$5,977,000	\$6,205,964	\$920
<b>Links at Audubon</b>	Memphis, TN	2026	21,325	\$12,500,000	\$12,500,000	\$586
<b>Riverside Golf Course</b>	Pocatello, ID	2026	5300	\$3,100,000	\$3,100,000	\$585
<b>Mayfair Golf Course</b>	Sanford, FL	2024	6438	\$7,523,126	\$7,936,161	\$1,233
<b>Jersey Meadow Golf Course</b>	Jersey Village, NJ	2024	8000	\$8,720,000	\$9,198,745	\$1,150
<b>Beaver Meadow Golf Course</b>	Concord, NH	2026	6000	\$7,400,000	\$7,400,000	\$1,233

**Average      \$877**

<b>Tarpon Springs Golf Course</b>	Tarpon Springs	202 6	8482	\$5,452,374	<b>\$643</b>
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The GMP exceeds the original construction estimate for the following reasons: increased materials costs since January 2025 as a result of general inflation in commodities and fuel prices; and an increase in the project scope to address additional site and lighting improvements in the parking area. The GMP also reflects most current construction pricing at a very detailed level, compared to an earlier planning level conceptual cost estimate. Metals pricing associated with electrical and plumbing were particularly elevated compared to early 2025. The engineer, architect, and City staff reviewed the GMP in detail, and found the construction cost to be fair and reasonable based on current construction market pricing. Additionally, City staff reviewed recent bids and finished construction costs for other golf course clubhouses constructed in the last two years as shown in Table 1 above. Total project costs were evaluated on a square foot basis, and the average total cost for clubhouse construction (including site work and other related costs) was \$877 per square foot with the most affordable projects ranging from \$585 to \$920 per square foot. The Tarpon Springs project would compare very well at around \$643 per square foot, including demolition work and the new parking lot.

Additionally \$118,000 of this project is dedicated to installing a solar energy system on the new clubhouse. This will be funded via interfund transfer from the sustainability budget, which includes capital funding in the FY26 budget for solar panel installation on City facilities.

In recent years, the golf course has continued to experience record play and record operating profits. The golf fund balance at the end of FY25 was approximately \$1,220,000, and the projected fund balance at the end of FY26 will be \$1,650,000 (excluding construction costs). Cash funding the balance of the project will leave an estimated \$500,000 in reserves in the golf enterprise fund at the end of FY26, to provide buffer for future needs and year-to-year variability in golf business. The golf course has been averaging around \$800,000 in annual operating profit, which will cover both the debt service of the construction loan, plus provide capacity to further build fund balance and support ongoing minor course improvements. The investment in the clubhouse will also support additional revenue from the golf course, such as rental space revenue, increased food and beverage sales, and improved merchandising sales in the Pro Shop. Based on this financial position, staff recommend approval of the GMP and to proceed to construction phase of the project.

# Golf Course Business Plan and Clubhouse Construction Update



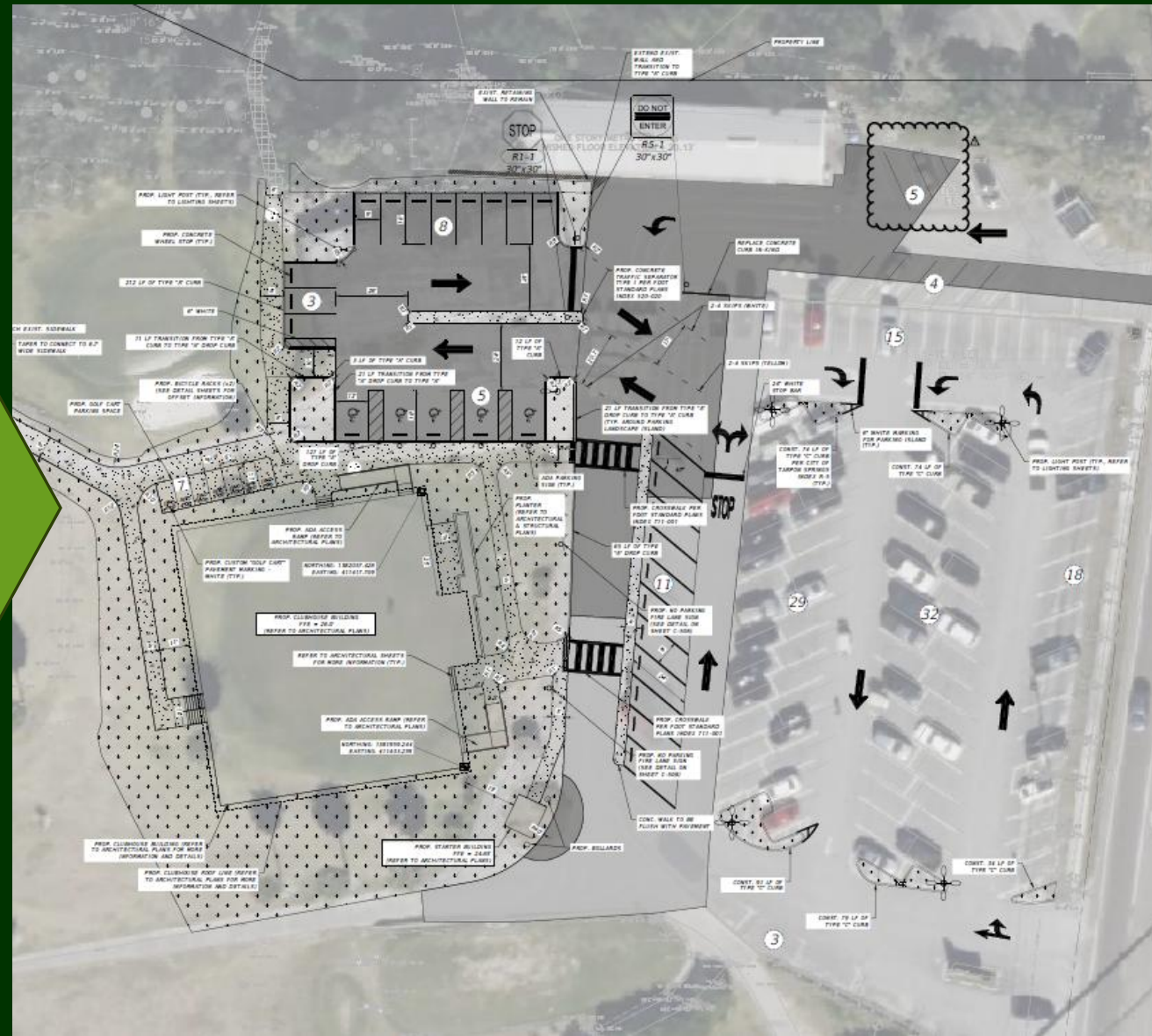
# TARPON SPRINGS GOLF COURSE— RE-INVESTING IN SUCCESS

- ▶ The Tarpon Springs Golf Course has grown with the game.
- ▶ Over 60,000 rounds annually five consecutive years!
- ▶ Additional play requires expansion of facilities.
- ▶ Clubhouse Project Goals:
  - ▶ New facility, more parking
  - ▶ Dedicated event space to host tournaments and community events
  - ▶ Replace end-of-life facility from 1960s
  - ▶ Expand dining area to improve customer experience and improve food and beverage sales

Tee box 11: Now



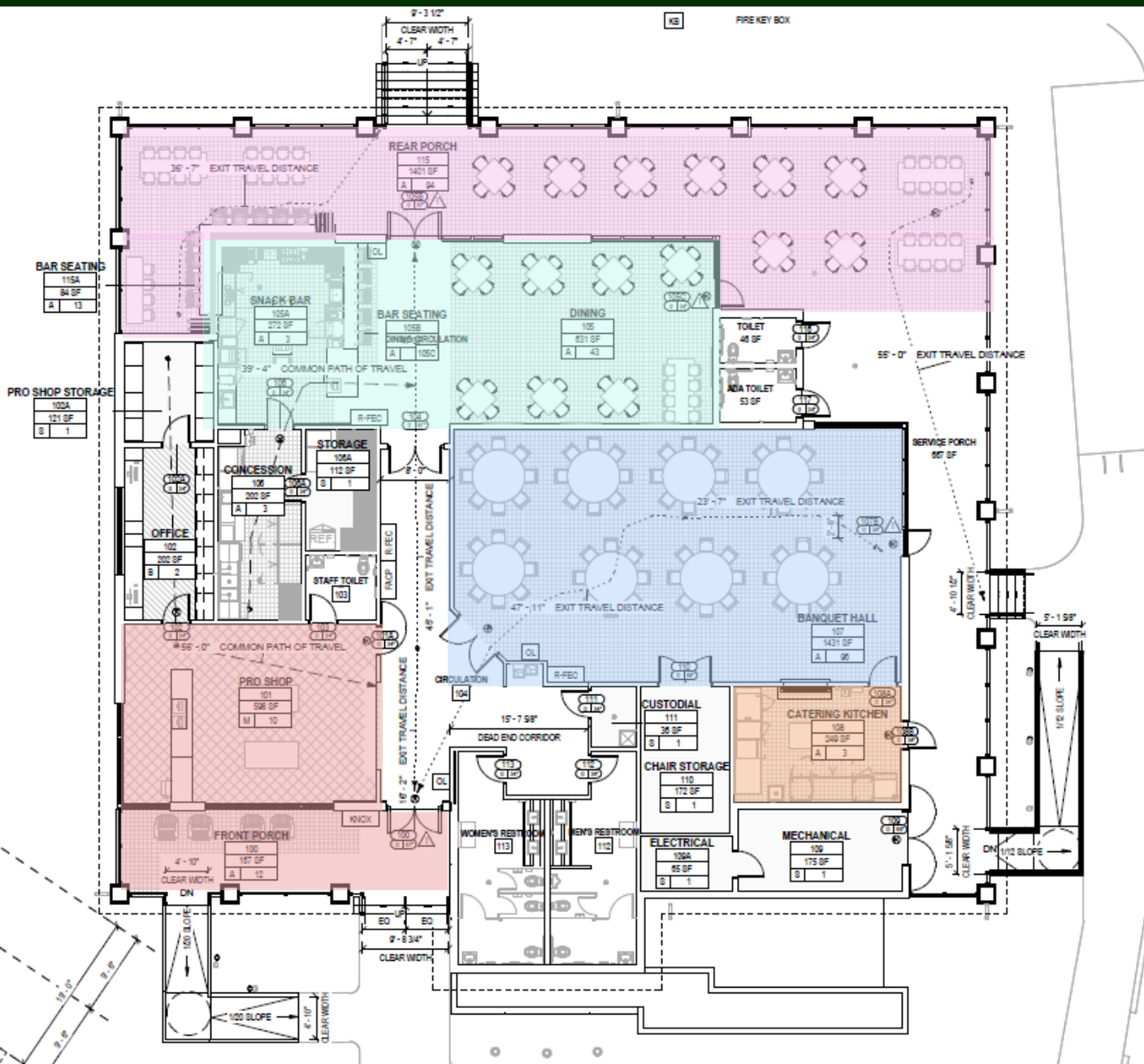
Tee box 11: 2023



# SITE PLAN



# FRONT ELEVATION



## ► Details

- Front Porch by the Pro Shop
- Wrap-around back porch
- 1400 SF Event Space
- Indoor/Outdoor Snack Bar
- Catering kitchen
- Outdoor facing restrooms

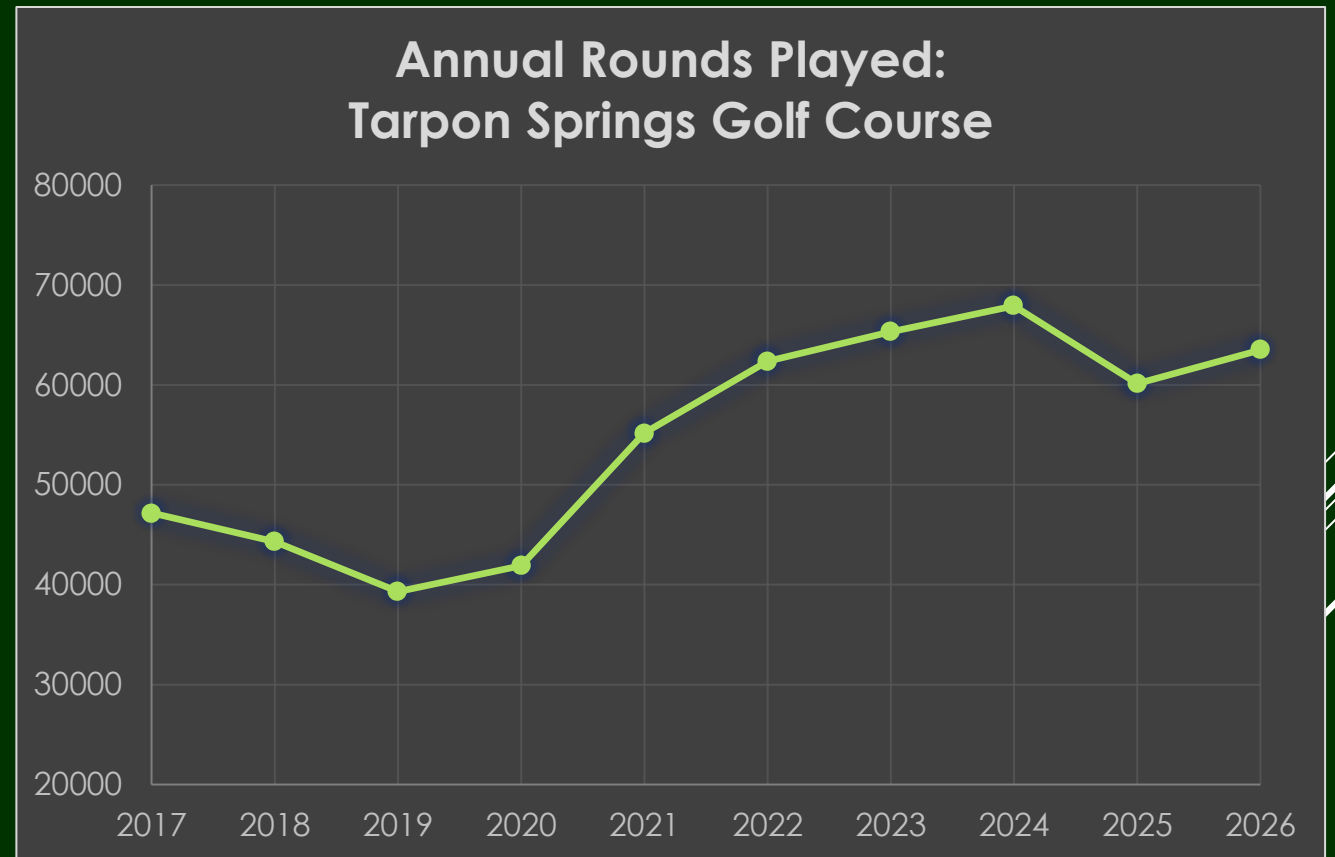
# INTERIOR SPACES



**REAR: WRAP AROUND PORCH AND OUTDOOR SEATING**

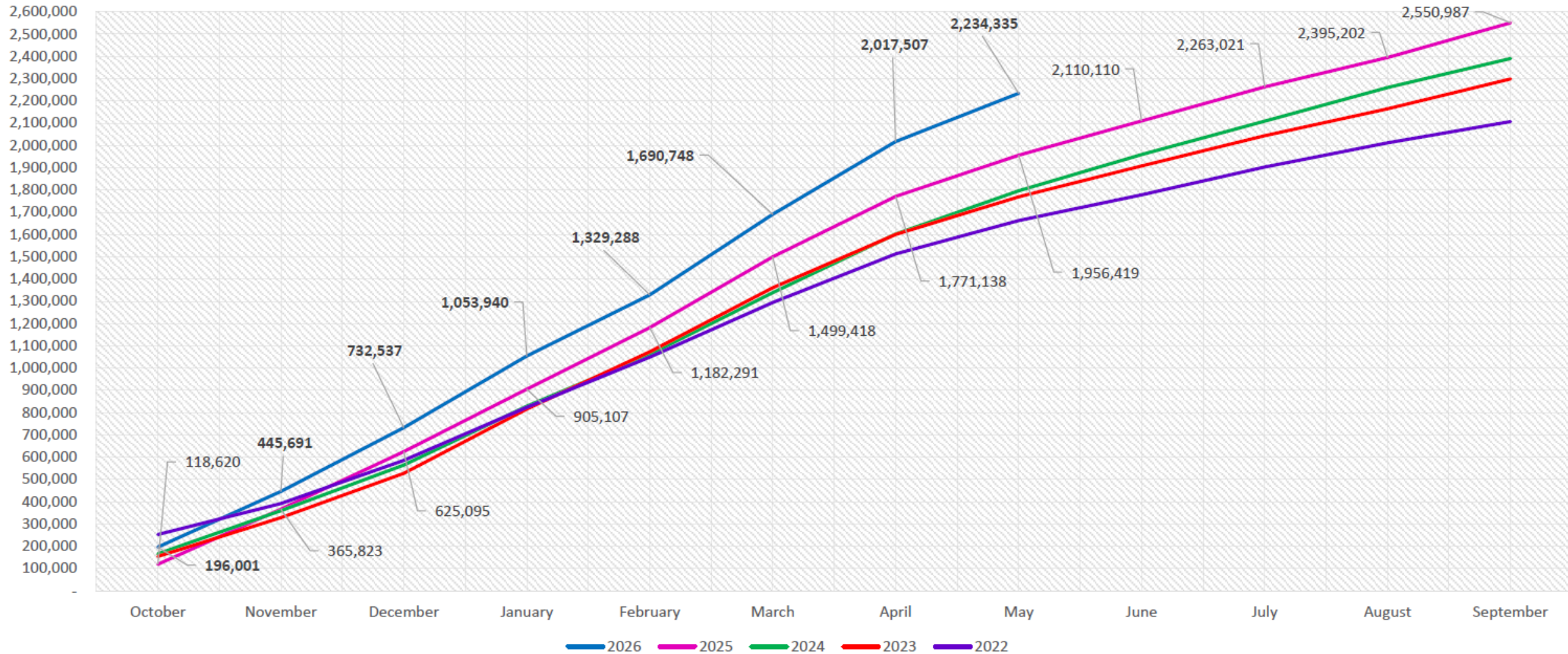
# TARPON SPRINGS GOLF COURSE: FINANCIAL POSITION

- ▶ 6 Years of Annual Operating Profit
- ▶ Debt Free
- ▶ \$635,000 in Net Operating Profit in 2025
- ▶ \$1,221,000 in Cash Balance for FY25
- ▶ ~\$1,650,000 in projected Cash Balance FY26



# FINANCIAL PERFORMANCE

## Golf Course Cumulative Revenue Totals

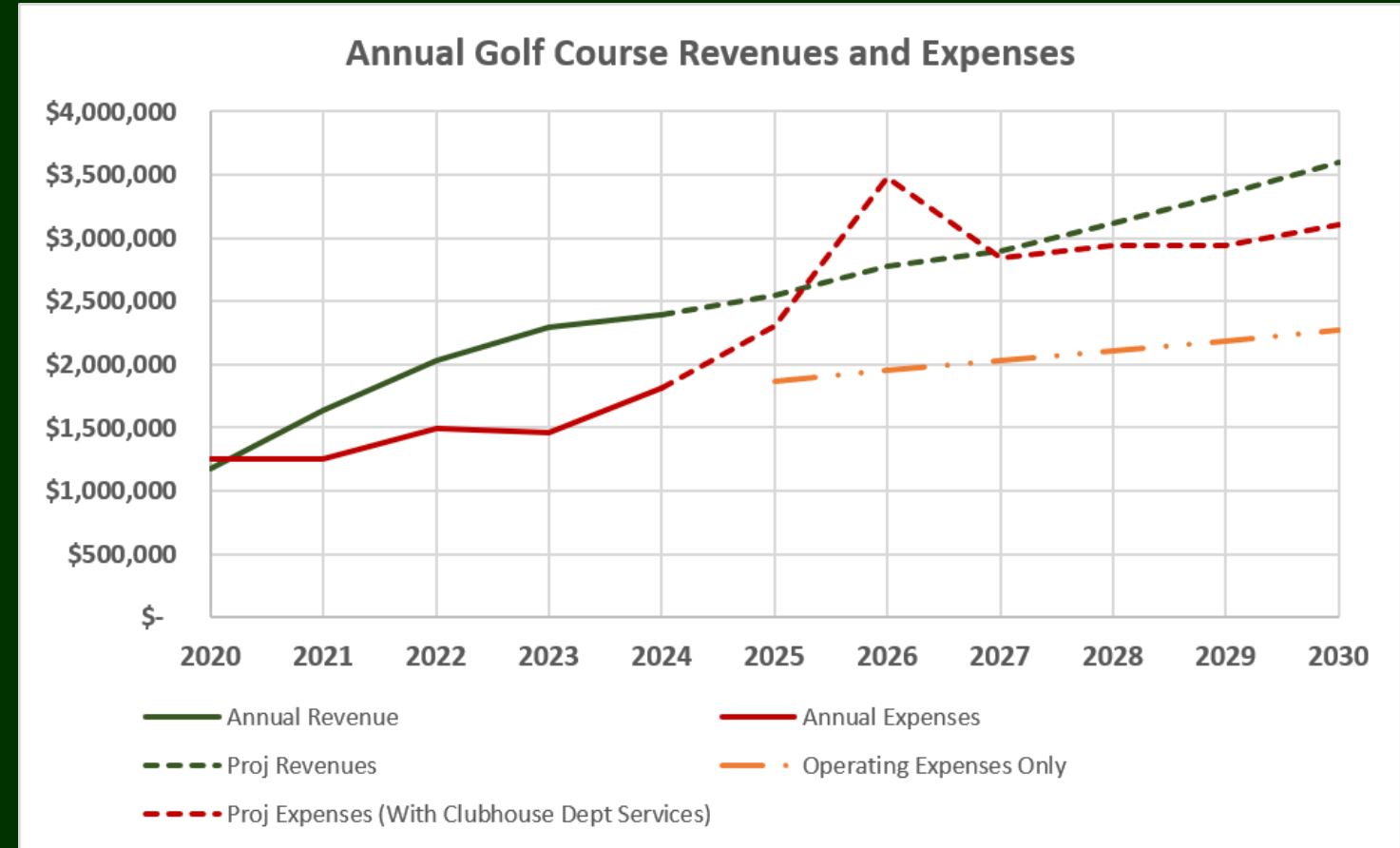


▶ Year to Date Revenues up 14% YOY

▶ Gross Revenue per round up about 5% year over year

# TARPON SPRINGS GOLF COURSE: BUSINESS PLAN

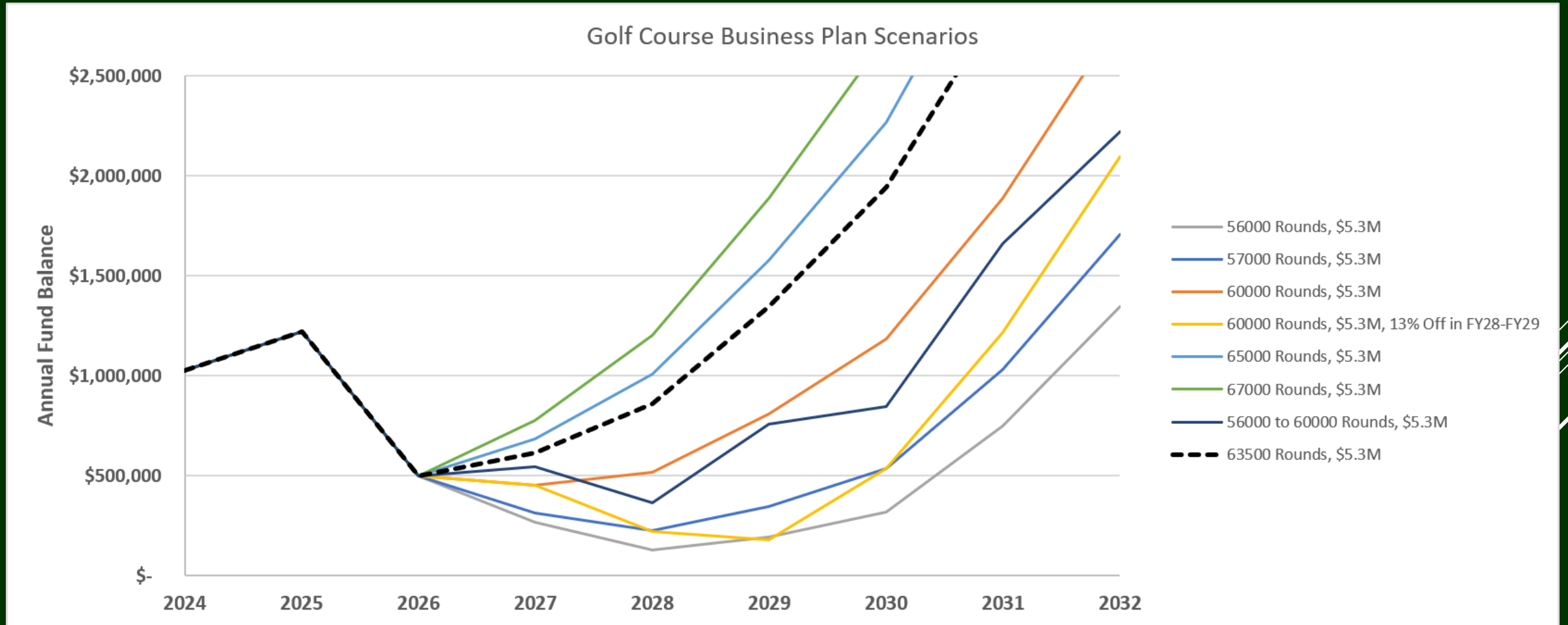
- ▶ Funded Design in FY25
- ▶ Fully Self-fund Clubhouse via 10-Year Construction Loan (BOC approved in 2026) and ~\$1.15M Cash Funding
- ▶ \$529k in Annual Debt Service
- ▶ \$100k to \$200k in future annual CIP
- ▶ Plan for 3.8% Annual operational increase



9

\*62,500 Rounds per year Scenario

# ANNUAL FUND BALANCE: SENSITIVITY ANALYSIS FOR ROUNDS PLAYED

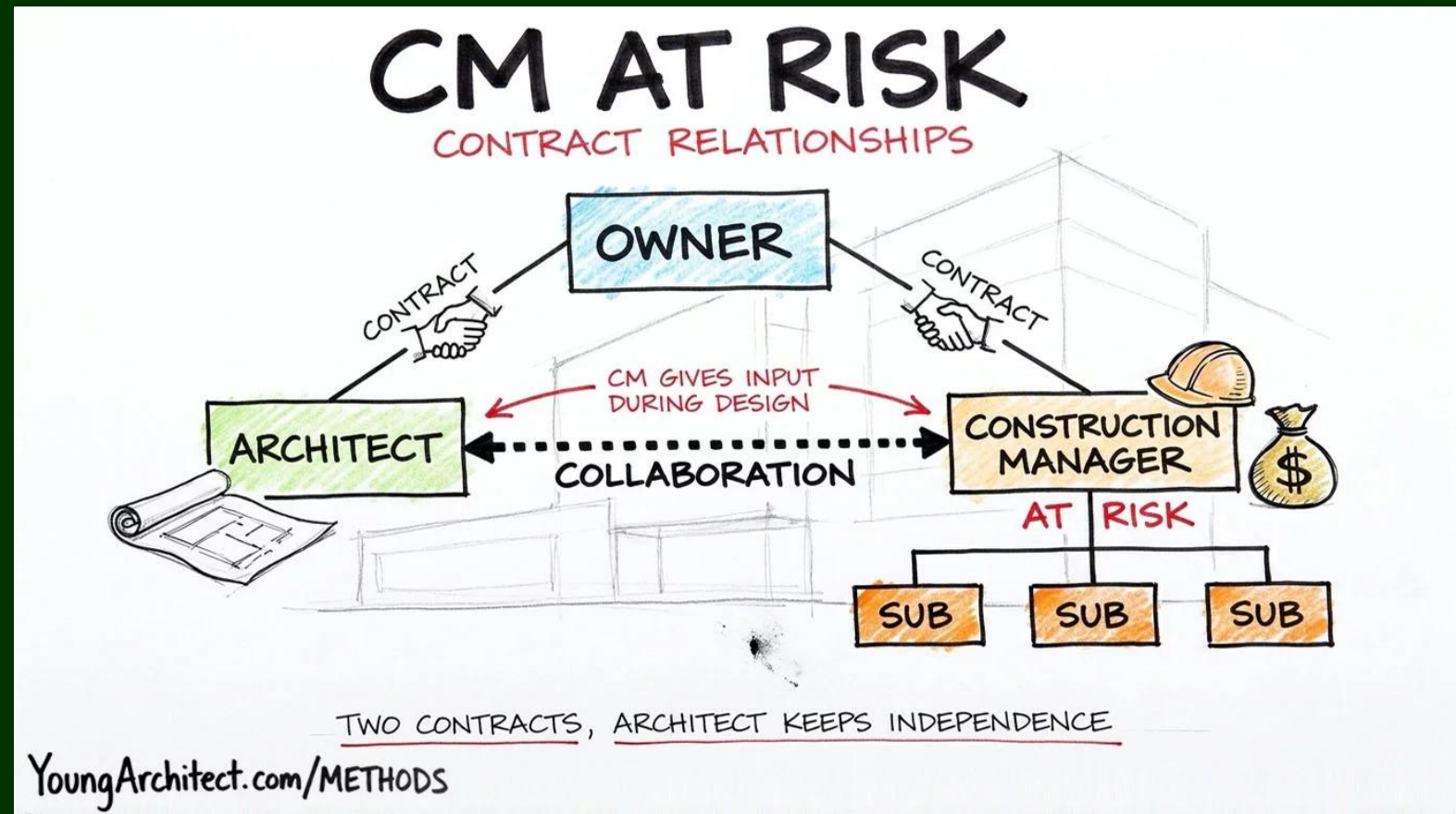


10

**Goal: Don't rely on One Forecast**

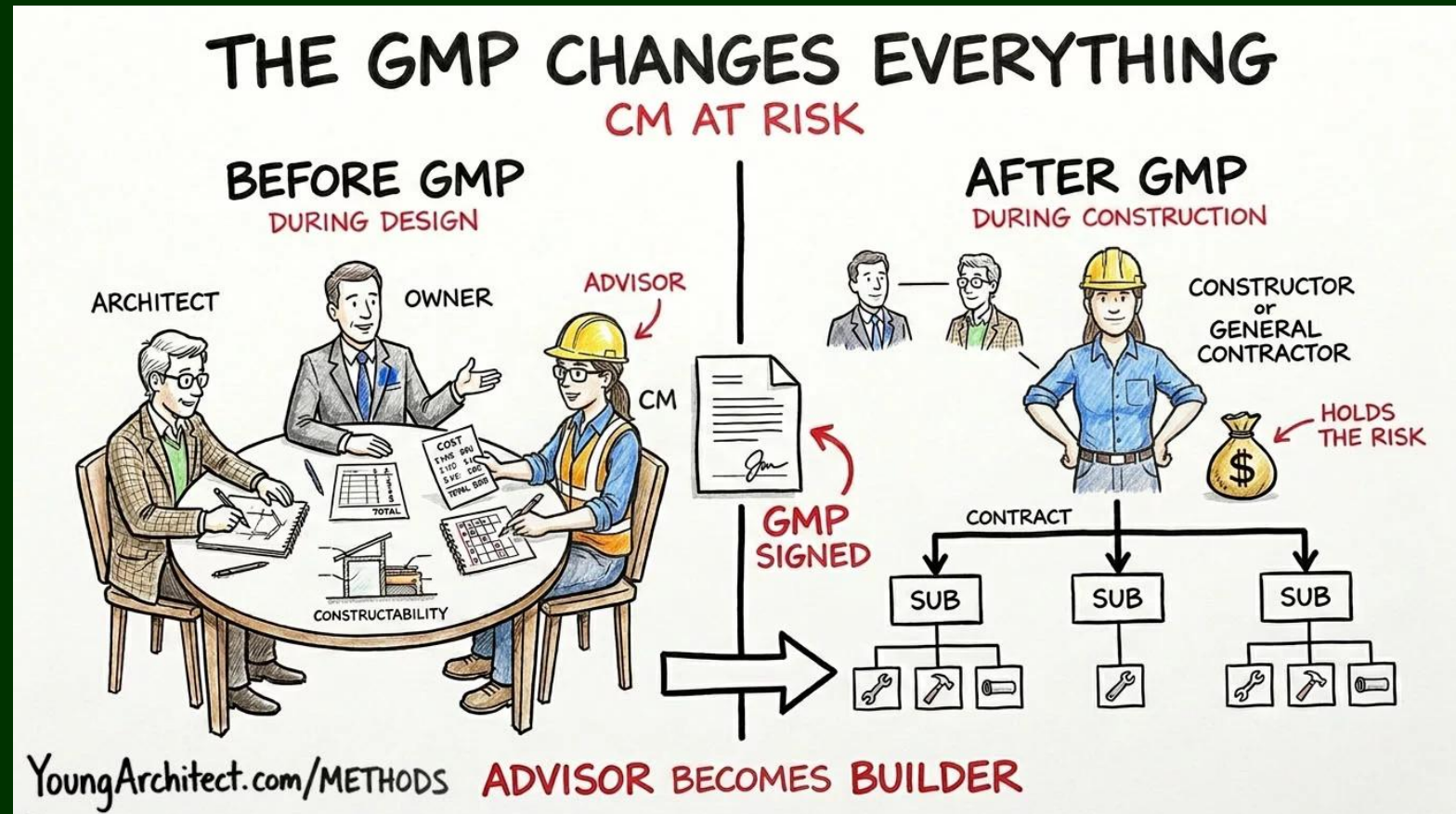
# WHAT IS CMAR (CONSTRUCTION MANAGER AT RISK)?

- ▶ CMAR is a project delivery method for construction projects
- ▶ The owner contracts with a design team (engineer/architect) and a Construction Manager
- ▶ The Construction Manager provides input on the project during the design phase
  - ▶ Cost estimating design options
  - ▶ Value engineering
  - ▶ Constructability review
  - ▶ Review design and spec for completeness and errors
- ▶ At 90% design, the Construction Manager provides a Guaranteed Maximum Price (GMP) to construct the project



# WHAT IS CMAR (CONSTRUCTION MANAGER AT RISK)?

- ▶ The Construction Manager's GMP places additional risk onto the Construction Manager
- ▶ Risks absorbed by the CM include:
  - ▶ Increased materials costs
  - ▶ Estimating errors
  - ▶ Pipe bursts, similar issues
- ▶ Change orders are possible but usually only related to owner-directed design changes
- ▶ Because the CM is involved in the design process, there is better price certainty for the project
- ▶ Improved design constructability means faster project delivery



# PROJECT COSTS AND SCHEDULE

- ▶ **Base cost for construction: \$5,151,836**
  - ▶ Includes \$118,000 for solar to be funded by Sustainability
- ▶ **Contingency (4%) - \$200,000**
  - ▶ Owner Authorization required
- ▶ **Permits / Public Art Fee - \$100,000**
- ▶ **GMP - \$5.45M**
- ▶ **Construction start summer FY26**
- ▶ **365 Day Project Schedule**
- ▶ **Costs reviewed by Procurement, Design Engineer, Architect, Project Admin**
- ▶ **Comparable costs to similar projects**
- ▶ **Opportunities for additional savings**
  - ▶ Owner Direct Purchase of Materials
  - ▶ Spec alternative equivalents

Course	Location	Year	SF	Cost	Adjusted Cost	\$/SF
Sandridge Golf Club	Vero Beach	2025	22,000	\$13,000,000	\$13,497,997	\$614
Lake Hefner Golf Club	Oklahoma City	2024	18,000	\$11,800,000	\$12,447,843	\$692
Overpeck Golf Course	Bergen Co, NJ	2025	6745	\$5,977,000	\$6,205,964	\$920
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Beaver Meadow Golf Course	Concord, NH	2026	6000	\$7,400,000	\$7,400,000	\$1,233
					<b>Average</b>	<b>\$877</b>
Tarpon Springs Golf Course	Tarpon Springs	2026	8482	\$5,452,374		\$643

# CONSTRUCTION MANAGER: BANDES CONSTRUCTION

- ▶ Bandes was selected from a competitively bid RFQ in summer 2025
- ▶ Bandes has extensive experience in similar projects and CMAR delivery
- ▶ Bandes began design support at 30% design
  - ▶ Identified several cost savings:
    - ▶ Lower building elevation
    - ▶ Adjusting equipment specs
    - ▶ Adjusting pipe materials
    - ▶ Estimating design changes
    - ▶ Stormwater design revisions
- ▶ Bandes developed a GMP at 90%, by soliciting subcontractor bids for nearly 90% of the project
- ▶ Procurement worked with Bandes to publicly advertise all subcontractor bids

New Tampa Performing Arts Center



Riverview Public Library



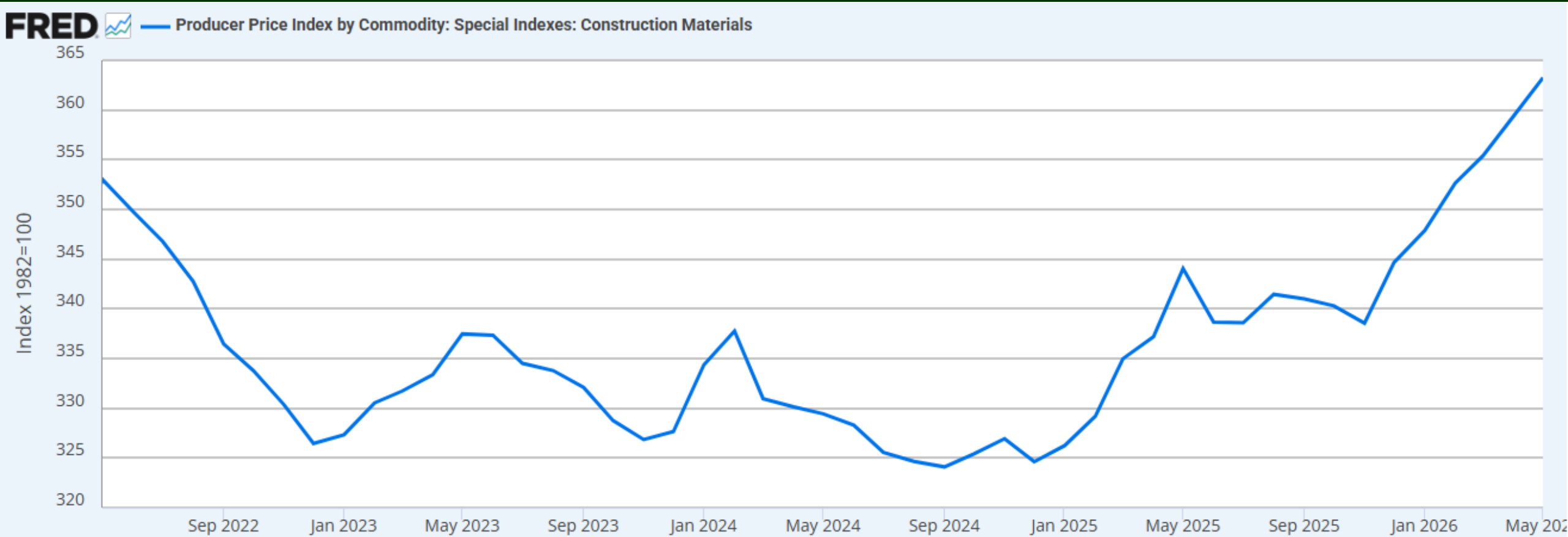
VW of New Port Richey

# GMP AWARD



***Recommendation: Award Construction Phase Contract to Bandes Construction via the City's Construction Manager Contract***

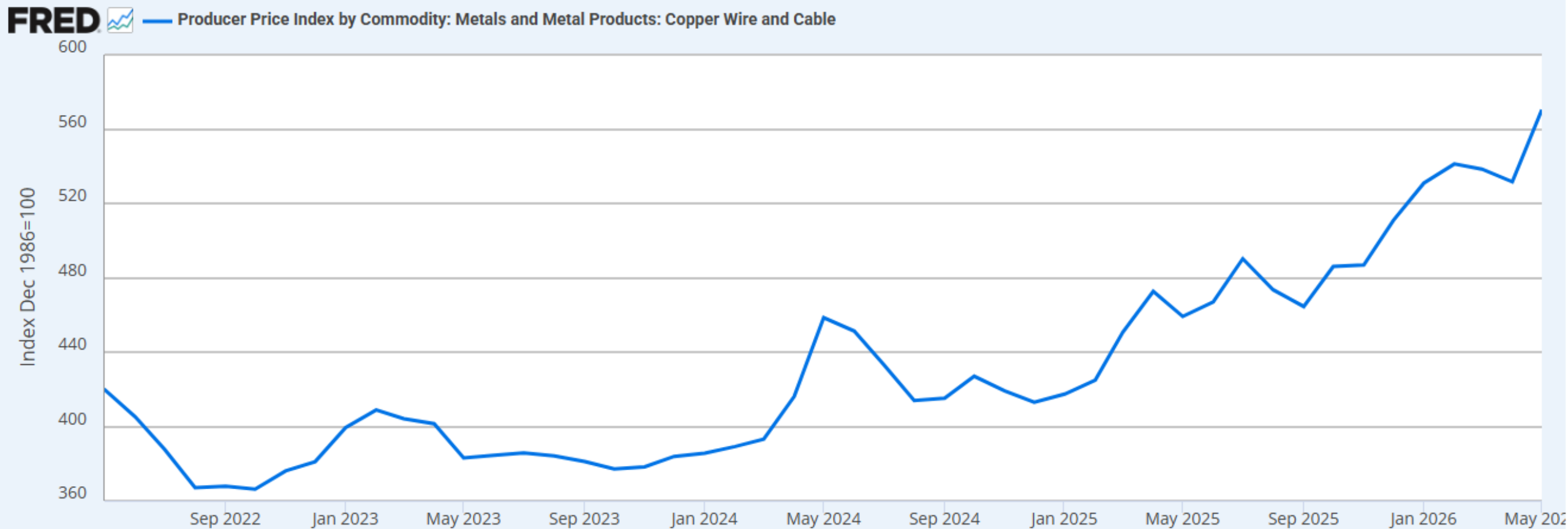
# SUPPLEMENTAL SLIDE: FEDERAL RESERVE PRODUCER PRICE INDEX: CONSTRUCTION MATERIALS



16

► Construction Materials Index up 11.3% from Jan 2025 to May 2026

# SUPPLEMENTAL SLIDE: FEDERAL RESERVE PRODUCER PRICE INDEX: COPPER WIRE AND CABLE

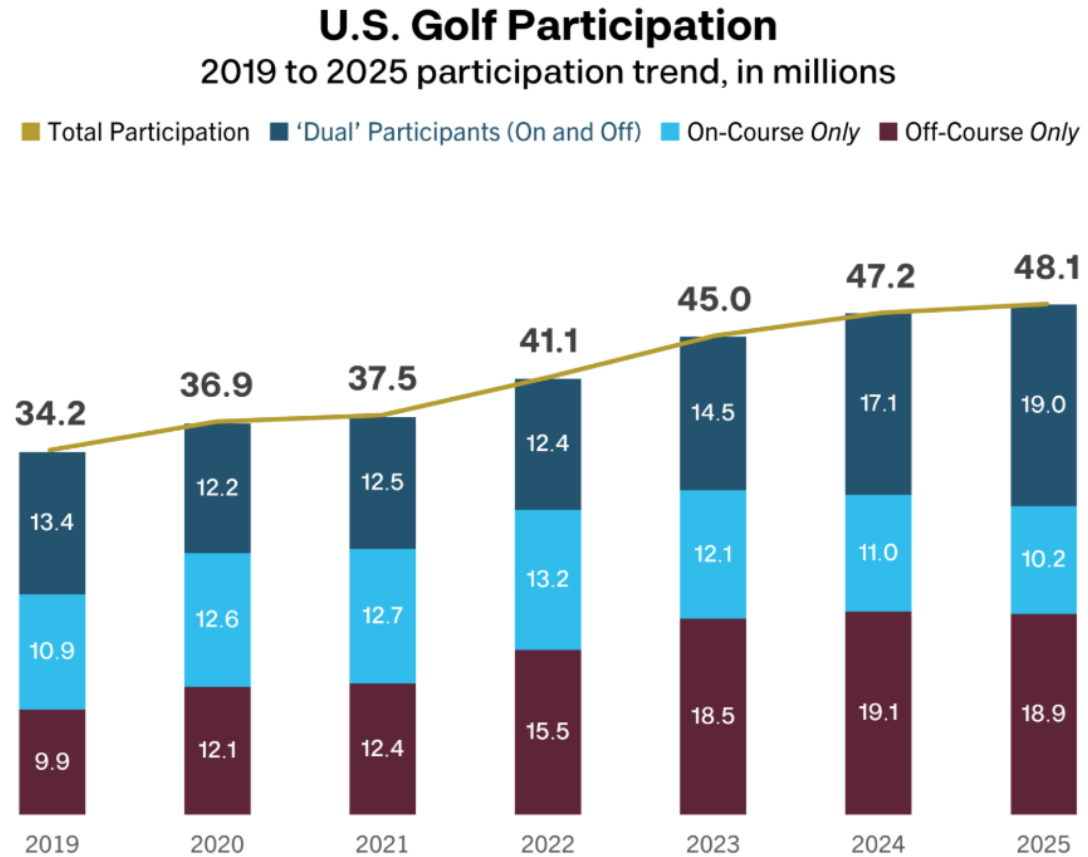


17

► Construction Materials Index up 36.7% from Jan 2025 to May 2026

# SUPPLEMENTAL SLIDE: US GOLF PARTICIPATION – NATIONAL GOLF FOUNDATION

- ▶ Overall US golfer population continues to grow through 2025
- ▶ Golfers using traditional golf courses up 20% from 2019



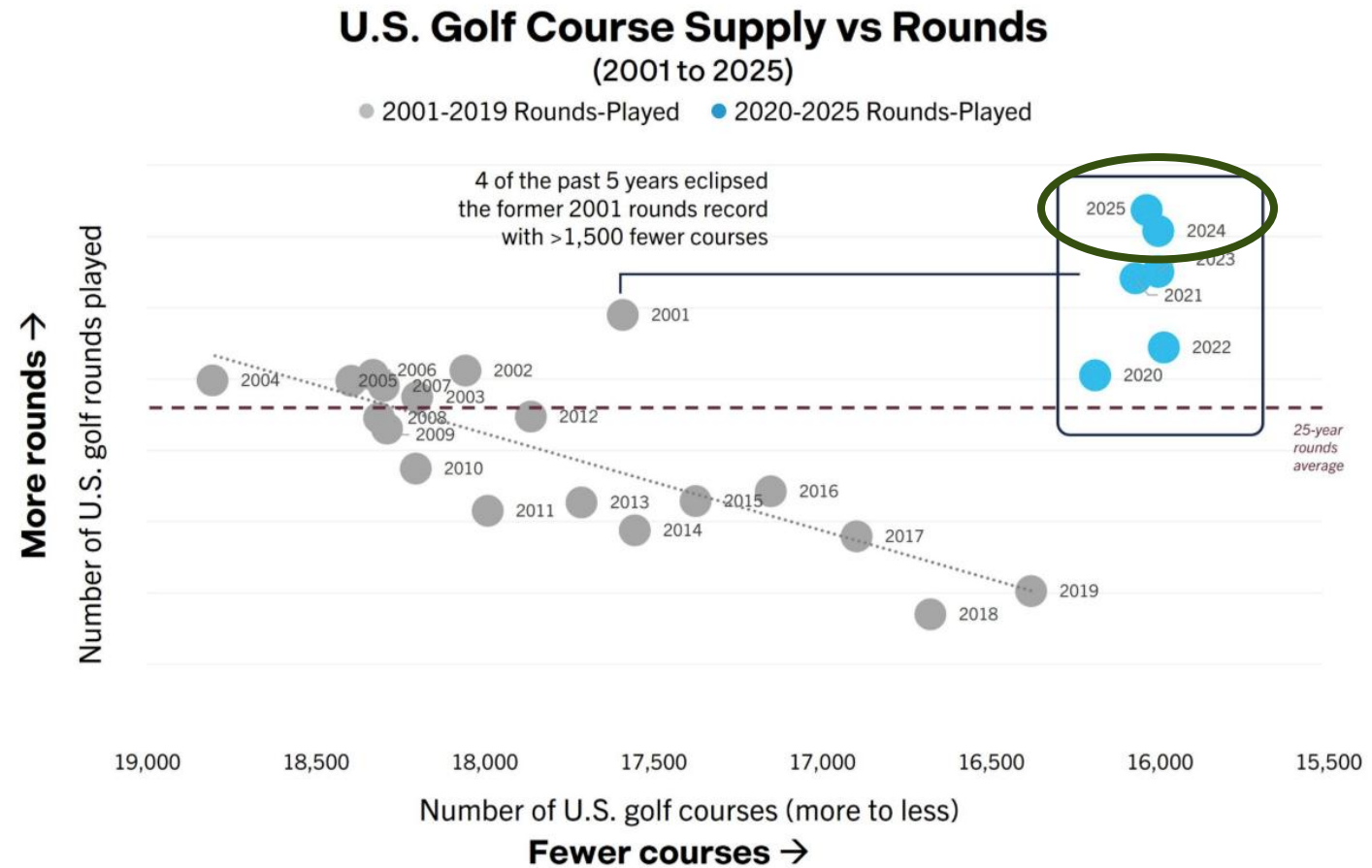
Source: National Golf Foundation  
March 2026

*This graphic can only be republished in its original form. Data herein cannot be visually repurposed without permission from NGF*



# SUPPLEMENTAL SLIDE: US GOLF LEAGUE PARTICIPATION – NATIONAL GOLF FOUNDATION

- ▶ 2025 was a record year for total golf rounds played in the US
- ▶ Growth is strong in rounds played, and there are less courses in competition
- ▶ This improves business for existing courses



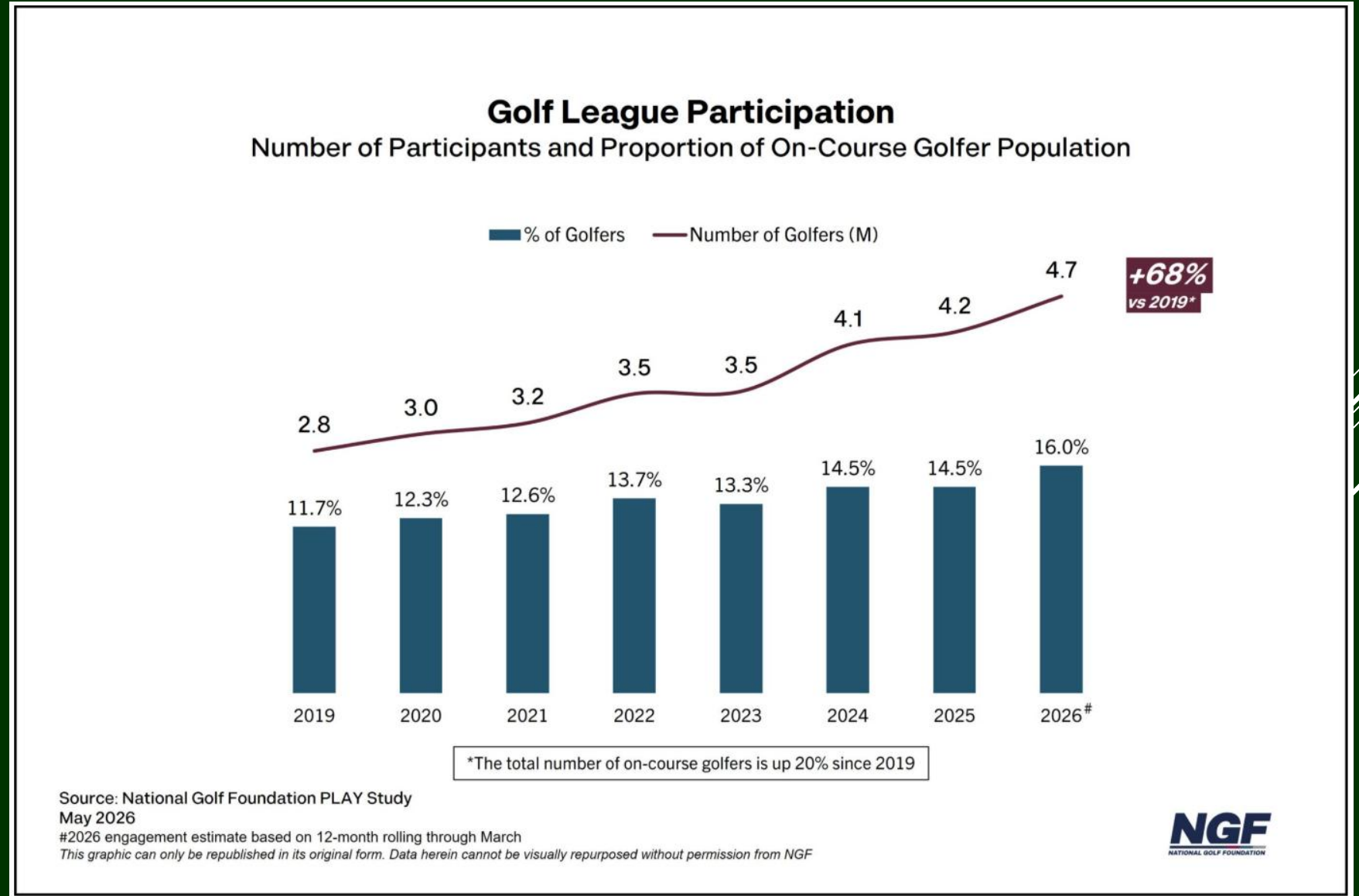
Source: National Golf Foundation  
February 2026

*This graphic can only be republished in its original form. Data herein cannot be visually repurposed without permission from NGF*



# SUPPLEMENTAL SLIDE: US GOLF LEAGUE PARTICIPATION – NATIONAL GOLF FOUNDATION

- ▶ Strong growth in league play supports local muni courses
- ▶ Improved facilities support leagues



AGREEMENT

*for*

CONSTRUCTION MANAGEMENT AT RISK  
SERVICES

*between*

CITY OF TARPON SPRINGS (AS OWNER)

*and*

Bandes Construction (AS CONSTRUCTION  
MANAGER)

**AGREEMENT FOR  
CONSTRUCTION MANAGEMENT AT RISK SERVICES  
P-001-Golf Course Clubhouse**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 27th day of October, 2025 (the “Effective Date”), by and between the City of Tarpon Springs, a Florida municipal corporation, referred to herein as “Owner”, and the firm of Bandes Construction Company, Inc., incorporated in the State of Florida and registered and licensed to do business in the State of Florida (License # CGC 1523651), referred to herein as “Construction Manager.”

**WHEREAS**, the Owner intends to construct **Golf Course Clubhouse Project**, the aforementioned improvements being hereinafter referred to and defined as the “Project”; and

**WHEREAS**, Owner desires Construction Manager to provide the professional construction management services requisite to the implementation of the Project, and

**WHEREAS**, in response to Owner’s Request for Qualifications No. 250177-S-JL(the “RFQ”), Construction Manager has submitted its Proposal (the “Proposal”) to provide the aforementioned services.

**NOW THEREFORE**, the Owner and the Construction Manager, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

**ARTICLE 1  
GENERAL PROVISIONS**

**1.1 RELATIONSHIP OF PARTIES.** The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager’s reasonable skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager’s best efforts to perform the Project in an expeditious and economic manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect/Engineer, Construction Manager and other people or entities employed by the Owner for the Project.

**1.2 GENERAL CONDITIONS.** The general conditions of the contract shall be the attached General Conditions of the Construction Agreement, which is incorporated herein by reference. The term “Contractor” as used in the General Conditions shall

mean the Construction Manager. The term "Contract Sum" as used in the General Conditions shall mean Guaranteed Maximum Price (GMP).

## **ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction services. If the Owner and Construction Manager agree, after consultation with the Architect/Engineer, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

### **2.1 PRECONSTRUCTION PHASE.**

A. PRELIMINARY EVALUATION. The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

B. CONSULTATION. The Construction Manager, with the Architect/Engineer, shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect/Engineer regarding site use and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

C. PRELIMINARY PROJECT SCHEDULE. When Project requirements described in Section 3.1.A have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect/Engineer's review and the Owner's approval. The Construction Manager shall obtain the Architect/Engineer's approval of the portion of the preliminary Project schedule relating to the performance of the Architect/Engineer's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect/Engineer and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price (GMP) proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that

previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

D. PHASED CONSTRUCTION. The Construction Manager shall make recommendations to the Owner and Architect/Engineer regarding the phased issuance of Project Plans and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as the economy, time of performance, availability of labor and materials, and provisions for temporary facilities.

E. PRELIMINARY COST ESTIMATES.

1. When the Owner has sufficiently identified the Project requirements and the Architect/Engineer has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.
2. When schematic design documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the design development documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager. The estimates will be attached separately after 30%, 60%, 90% documents are supplied, a) 3 Weeks for 30% Estimate, b) Weeks for 60% Estimate, c) 5 Weeks for 90% estimate / GMP
3. When design development documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect/Engineer and approval by the Owner. During the preparation of the construction documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.
4. If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

F. SUBCONTRACTORS AND SUPPLIERS. The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Architect/Engineer for their information a list of possible Subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect/Engineer will promptly reply in writing to the Construction Manager if the Architect/Engineer or Owner know of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect/Engineer to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it waive the right of the Owner or Architect/Engineer later to object to or reject any proposed Subcontractors or suppliers.

G. LONG-LEAD-TIME ITEMS. The Construction Manager shall recommend to the Owner and Architect/Engineer a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's GMP proposal, all contacts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

H. EXTENT OF RESPONSIBILITY. The Construction Manager does not warrant, or guarantee estimates and schedules except as may be included as part of the GMP. The recommendation and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Project Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Project Plans and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect/Engineer and Owner in writing.

I. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION. The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

## **2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME.**

A. TIMING. When the Project Plans and Specifications are sufficiently complete, the Construction Manager shall propose a GMP, which shall be the sum of the estimated Cost of the Work and the Contractor's Fee.

B. FURTHER DEVELOPMENT OF PROJECT PLANS AND SPECIFICATIONS. As the Project Plans and Specifications may not be finished at the time the GMP proposal is prepared, the Construction Manager shall provide in the GMP for further development of the Project Plans and Specifications by the Architect/Engineer that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, as required, shall be incorporated by Change Order.

C. CONTINGENCY. The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Section 2.2.B and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

D. BASIS OF GUARANTEED MAXIMUM PRICE. The Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

1. A list of the Project Plans and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the GMP proposal.
2. A list of allowances and a statement of their basis.
3. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal to supplement the information contained in the Project Plans and Specifications.
4. The proposed GMP, including a statement of the estimated costs organized by trade categories, allowances, contingency, and other items and the Fee that comprise the GMP.
5. The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the construction documents issuance dates upon which the date of Substantial Completion is based.

E. MEETING OF CONSTRUCTION TEAM. The Contractor shall meet with the Owner and Architect/Engineer to review the GMP proposal and the written statement of its basis. In the event that the Owner or Architect/Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

F. ACCEPTANCE. Unless the Owner accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the GMP proposal shall not be effective without written acceptance by the Construction Manager.

G. NO COSTS IN ADVANCE. Prior to the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

H. GMP ADDENDUM. Upon acceptance by the Owner of the GMP proposal, the GMP and its basis shall be set forth in the GMP Addendum. The GMP shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

I. REVISIONS TO PROJECT PLANS AND SPECIFICATONS. The Owner shall authorize and cause the Architect/Engineer to revise the Project Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Addendum. Such revised Project Plans and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect/Engineer and Construction Manager. The Construction Manager shall promptly notify the Architect/Engineer and Owner if such revised Project Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

J. TAXES. The GMP shall include in the Cost of the Work only those taxes which are enacted at the time the GMP is established.

## **2.3 CONSTRUCTION PHASE.**

### **A. GENERAL.**

1. The Construction Phase shall commence on the earlier of:
  - i. the owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, or
  - ii. the Owner's first authorization to the Construction Manager to:
    - (a) award a Subcontract,
    - (b) undertake construction Work with the Construction Manager's own forces, or

(c) issue a purchase order for materials or equipment required for the Work.

B. ADMINISTRATION.

1. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under Subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect/Engineer. The Owner will then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect/Engineer, which bids will be accepted. The Owner may designate specific people or entities from whom the Construction Manager shall obtain bids; however, if the GMP has been established, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.
2. If the GMP has been established, and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect/Engineer (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the GMP by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.
3. Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.H and 7.1.I and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.
4. The Construction Manager shall schedule and conduct a meeting at which the Owner, Architect/Engineer, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The

Construction Manager shall prepare and promptly distribute meeting minutes.

5. Promptly after the Owner's acceptance of the GMP proposal, the Construction Manager shall prepare a schedule in accordance with Section 2.3 of the General Conditions, including the Owner's occupancy requirements.
6. The Construction Manager shall provide monthly written reports to the Owner and Architect/Engineer on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the Project Site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect/Engineer.
7. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect/Engineer at regular intervals.

**2.4 PROFESSIONAL SERVICES.** Sections 2.1 and 2.2 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

**2.5 HAZARDOUS MATERIALS.** Sections 2.4.U and 5.5 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

### **ARTICLE 3 OWNER'S RESPONSIBILITIES**

#### **3.1 INFORMATION AND SERVICES.**

A. GENERAL INFORMATION. The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

B. BUDGET. The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect/Engineer, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

C. STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS. In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in subsections 1 through 4, below, but shall exercise customary precautions relating to the performance of the Work.

1. Reports, surveys, drawings and tests concerning the conditions of the Project Site which are required by law.
2. Surveys describing physical characteristics, legal limitations and utility locations for the Project Site, and a written legal description of the Project Site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Project Site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.
3. The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolations tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
4. Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.
5. The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

**3.2 OWNER'S DESIGNATED REPRESENTATIVE.** The Owner shall designate in writing its Owner's Project Representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.

This Representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delays in the services or Work of the Construction Manager. Except as otherwise provided in Section 5.2 of the General Conditions, the Architect/Engineer does not have such authority.

**3.3 ARCHITECT/ENGINEER.** The Owner shall retain an Architect/Engineer to provide Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in Article VI of the General Conditions. The Owner shall authorize and cause the Architect/Engineer to provide those additional services requested by the Construction Manager which must necessarily be provided by the Architect/Engineer for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with the time schedules agreed to by the Owner, Architect/Engineer and Construction Manager. Upon the request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect/Engineer.

**3.4 LEGAL REQUIREMENTS.** The Owner shall determine and advise the Architect/Engineer and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

## **ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION SERVICES**

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Services as follows:

### **4.1 COMPENSATION.**

A. PRECONSTRUCTION SERVICES. For the Preconstruction Services described in Section 2.1, the Construction Manager's compensation shall be calculated as follows:

*Twenty-eight thousand six hundred dollars (\$28,600) as a Stipulated Sum. Includes costs for personnel, and consumables such as gas, printing, etc.*

B. ADJUSTMENT. Compensation for Preconstruction Services shall be equitably adjusted if such services extend beyond two hundred and ten (210) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

C. PERSONNEL EXPENSE. If compensation is based on a multiple of Direct Personnel Expense, "Direct Personnel Expense" shall mean the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

#### **4.2 PAYMENTS.**

A. TIMING. Subject to the requirements of Article III of the General Conditions, payments for Preconstruction Services shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

B. DUE DATES. Payments shall be made by Owner in accordance with the requirements of Florida Statutes §218.735.

### **ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

**5.1 COMPENSATION.** For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee determined as follows:

8% of the Cost of the Work. Construction Manager's Fee is to be adjusted via Contingency Draw or Change Order for changes in the Work.

**5.2 GUARANTEED MAXIMUM PRICE.** The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided as the GMP in the GMP Addendum, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the GMP. Costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

There are no specific provisions for cost savings applicable this this Agreement.

#### **5.3 CHANGES IN THE WORK**

A. ADJUSTMENTS TO GMP. Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Addendum may be determined by any of the methods listed in Article V of the General Conditions.

B. "COST". In calculating adjustments to Subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the Owner and Construction Manager shall proceed in accordance with Section 5.6 of the General Conditions. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts. In calculating adjustments to the Agreement, the terms "cost" and "costs" as used in the above-referenced General Conditions shall mean the Cost of the Work as defined in Article 6 of this Agreement.

C. CONSTRUCTION MANAGER'S FEE. If no specific provision is made in Section 5.1. for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such that, in the aggregate, the application of the adjustment provisions of Section 5.1. will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

**ARTICLE 6  
COST OF THE WORK FOR CONSTRUCTION PHASE**

**6.1 COSTS TO BE REIMBURSED**

A. COST OF WORK. The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

B. LABOR COSTS.

1. Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Project Site or, with the Owner's agreement, at off-site workshops.
2. Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the Project Site with the Owner's agreement.

Classification

Name

Classification/ Name	Hourly Rate
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Project Executive (President / Vice President)	\$132.00 / Hr
Project Manager II (Senior Project Manager)	\$108.00 / Hr
Project Manager I (Project Manager)	\$80.00 / Hr
Assistant Project Manager	\$65.00 / Hr
Senior PE (Civil Engineer)	\$145.00 / Hr
Estimator	\$80.00 / Hr
Estimating Coordinator (Clerical)	\$64.00 / Hr
General Superintendent	\$110.00 / Hr
Senior Superintendent	\$95.00 / Hr
Superintendent	\$85.00 / Hr
Assistant Superintendent	\$56.00 / Hr
Carpenter (Punch-Out)	\$48.00 / Hr
Project Accountant Clerical)	\$64.00 / Hr
Project Coordinator (Clerical)	\$64.00 / Hr
Carpenter	\$48.00 / Hr

3. Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
4. Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.B.1 through 6.1.B.3.

C. SUBCONTRACT COSTS. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the Subcontracts.

D. COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION.

1. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
2. Costs of materials described in the preceding Section 6.1.D.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any,

shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

E. COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS.

1. Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost of items previously used by the Construction Manager shall mean fair market value.
2. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item.
3. Costs of removal of debris from the Project Site, including proper and legal disposal of same.
4. Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the Project Site and reasonable petty cash expenses of the Project Site office.
5. That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

F. MISCELLANEOUS COSTS.

1. That portion directly attributable to this Contract of premiums for insurance and bonds.

~~(If charges for self-insurance are to be included, specify the basis of reimbursement.)~~

2. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
3. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
4. Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.H.2, reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the Project Site and reasonable petty cash expenses of the Project Site office.
5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses; judgment and settlements shall not be included in the calculation of the Construction Manager's Fee or the GMP and provided that such royalties, fees and costs are not excluded by the Contract Documents.
6. Costs for electronic equipment and software, directly related to the Work and with the Owner's prior approval.
7. Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
8. Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.

9. Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
10. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

G. EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK. The Cost of the Work shall also include costs described in Section 6.1.A which are incurred by the Construction Manager:

1. In taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Section 2.4.P of the General Conditions.
2. In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement or by the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or by the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, sureties, Subcontractors, suppliers or others.

H. COSTS TO BE INCLUDED. The costs described in Sections 6.1.A through 6.1.G shall be included in the Cost of the Work notwithstanding any provisions of the General Conditions which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.

**6.2 COSTS NOT TO BE REIMBURSED.** The Cost of the Work shall not include:

1. Salaries and other compensation from the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project Site office, except as specifically provided in Sections 6.1.B.2 and 6.1.B.3.
2. Expenses of the Construction Manager's principal office and offices other than the Project Site office, except as specifically provided in Section 6.1.

3. Overhead and general expenses, except as may be expressly included in Section 6.1.
4. The Construction Manager's capital expenses, including interest in the Construction Manager's capital employed for the Work.
5. Rental costs of machinery and equipment, except as specifically provided in Section 6.1.E.2.
6. Except as provided in Section 6.1.H.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.
7. Costs incurred in the performance of Preconstruction Services.
8. Except as provided in Section 6.1.F.10, any cost is not specifically and expressly described in Section 6.1.
9. Costs which would cause the GMP to be exceeded.
10. Costs for services performed during the Preconstruction Phase.

### **6.3 DISCOUNTS, REBATES AND REFUNDS**

A. ACCURAL TO OWNER. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall be accrued to the Owner, and the Construction Manager shall make provisions so that they can be secured.

B. DEDUCTION FROM COST OF WORK. Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.A shall be credited to the Owner as a deduction from the Cost of the Work.

**6.4 ACCOUNTING RECORDS.** The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants or other Owner-authorized personnel shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating

to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

## **ARTICLE 7 CONSTRUCTION PHASE**

### **7.1 PROGRESS PAYMENTS.**

A. PROGRESS PAYMENTS. Subject to the requirements of Article III of the General Conditions, based upon Applications for Payment submitted to the Architect/Engineer by the Construction Manager and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the GMP to the Construction Manager as provided below and elsewhere in the Contract Documents.

B. PERIOD COVERED. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

*(State period to be covered by Applications for Payment.)*

C. DATE OF PAYMENT. Payments shall be made by Owner in accordance with the requirements of Florida Statutes § 218.735.

D. SUPPORTING DOCUMENTATION. With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner or Architect/Engineer to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

E. SCHEDULE OF VALUES. Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, shall be used as a basis for reviewing the Construction Manager's Application for Payment.

F. Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for

Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the schedule of values.

G. COMPUTATION. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 5.6 of the General Conditions, even though the GMP has not yet been adjusted by Change Order.
2. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the Project Site at a location agreed upon in writing, supported by paid receipts.
3. Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1. or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed sum Construction Manager's Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.
4. Subtract the aggregate of previous payments made by the Owner.
5. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.D to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner in such documentation.
6. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified a Certificate for Payment as provided in Section 3.3.C of the General Conditions.

H. SUBCONTRACTOR RETAINAGE. Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontracts.

I. REDUCTION IN RETAINAGE. Notwithstanding the foregoing, upon completion of at least fifty percent (50%) of the Work, as determined by the Architect/Engineer and Owner, the Owner may upon request from Construction Manager, reduce to three percent (3%) the amount of retainage withheld from the Construction Manager's Fee in each subsequent progress payment.

J. NO ADVANCE PAYMENTS. Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Project Site.

K. RELIANCE ON INFORMATION. In taking action on the Construction Manager's Applications for Payment, the Architect/Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect/Engineer has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.D or other supporting data, that the Architect/Engineer has made exhaustive or continuous on-site inspections or that the Architect/Engineer has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner acting in the sole interest of the Owner.

## **7.2 FINAL PAYMENT.**

A. CONDITIONS OF FINAL PAYMENT. Final payment shall be made by the Owner to the Construction Manager when (1) the Agreement has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Section 2.4.C of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; and (3) a final Certificate for Payment has then been issued by the Architect/Engineer; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect/Engineer's final Certificate for Payment, or as follows:

B. CALCULATION. The amount of the final payment shall be calculated as follows:

1. Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the GMP.
2. Subtract amounts, if any, for which the Architect/Engineer withheld, in whole or in part, a final Certificate for Payment as provided in Section 2.4.C of the General Conditions or other provisions of the Contract Documents.
3. Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner. Failing reimbursement by the Construction Manager and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such overpayment.

C. REVIEW. The Owner's fiscal staff will review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect/Engineer by the Construction Manager. Based upon such Cost of the Work as the Owner's fiscal staff report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.A have been met, the Architect/Engineer will, within seven days after receipt of the written report of the Owner's fiscal staff, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Architect/Engineer's reasons for withholding a certificate as provided in Section 3.5.C of the General Conditions.

D. ISSUANCE. If the Owner's fiscal staff report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision from the Architect/Engineer. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within sixty (60) days after the Construction Manager's receipt of a copy of the Architect/Engineer's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner's fiscal staff becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect/Engineer's final Certificate for Payment.

E. ADDITIONAL REIMBURSEMENTS. If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not excluded by Section 6.2, (1) to correct nonconforming Work or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction

Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and the appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

## **ARTICLE 8 INSURANCE AND BONDS**

**8.1 INSURANCE.** If and to the extent required by the RFP documents, the Construction Manager shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Construction Manager shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance.

### **8.2 PAYMENT AND PERFORMANCE BOND.**

A. BOND REQUIRED. The Construction Manager shall post a Payment and Performance Bond in the amount of the GMP, in a form provided and approved by the Owner.

B. DELIVERY. The Construction Manager shall file in the county records and deliver a recorded version of the required bond to the Owner at least three days before the commencement of any Construction Phase services.

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

**9.1 DISPUTE RESOLUTION.** During both the Preconstruction and Construction Phases, claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Article VIII of the General Conditions.

**9.2 OTHER PROVISIONS.** Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the General Conditions.

**9.3 EXTENT OF CONTRACT.** This Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. Except as provided in Section 9.13 below, if anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

**9.4 OWNERSHIP AND USE OF DOCUMENTS.** Section 10.4 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

**9.5 GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

**9.6 ASSIGNMENT.** The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to the covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

**9.7 SUBSTANTIAL COMPLETION DEFINED.** Substantial Completion shall be defined as provided in Article I of General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Construction Manager shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

**9.8 PROJECT MEETINGS.** During the Construction Phase, there shall be project meetings, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meetings will be attended by a representative of the Construction Manager, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

**9.9 WEATHER.** During the Construction Phase, any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Construction Manager documenting same.

**9.10 SHOP DRAWINGS; CRITICAL SUBMITTALS.** In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Construction Manager within fourteen (14) days.

**9.11 PUNCH LIST.** Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Construction Manager. Within 5 days thereafter the Architect/Engineer shall assign

fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Construction Manager. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Construction Manager.

**9.12 CLOSEOUT DOCUMENTATION.** Within 30 days after obtainment of Substantial Completion and before final payment, Construction Manager shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

**9.13 GOVERNING PROVISIONS; CONFLICTS.** In the event of a conflict between this Agreement and the Specifications or General Conditions, this Agreement shall prevail. In the event of a conflict between the Specifications and the General Conditions, the Specifications shall govern.

**9.14 IMMIGRATION COMPLIANCE; E-VERIFY.** Construction Manager acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Construction Manager's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Construction Manager shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), Construction Manager shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Construction Manager's contract with the Owner cannot be renewed unless, at the time of renewal, Construction Manager certifies in writing to the Owner that it has registered with and uses the E-Verify system. If Construction Manager enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Construction Manager shall maintain a copy of such affidavit for the duration of the contract. If Construction Manager develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Construction Manager shall terminate the contract with the subcontractor. If the Owner develops a good faith belief that Construction Manager has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the

Attorney General of the United States) Owner shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

**9.15 INDEPENDENT CONTRACTOR.** The Construction Manager acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

**9.16 WAIVERS.** Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such a waiver.

**9.17 VALIDITY.** Each of the Owner and Construction Manager represents and warrants to the other its respective authority to enter into this Agreement.

**9.18 COVENANT TO DEFEND.** Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

**9.19 DISCLAIMER OF THIRD-PARTY BENEFICIARIES; SUCCESSORS AND ASSIGNS.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

**9.20 HEADINGS AND CAPTIONS.** The headings and captions of articles, sections, and paragraphs used this Agreement are for convenience of reference only

and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

**9.21 OWNER DIRECT PURCHASES.** As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the Owner reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to the City. This process will be referred to as Owner Direct Purchases (ODP) and is a method that may be utilized to create savings for the Owner. The Owner saves the amount of the sales tax when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only) and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the Owner elects to invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.

**9.22 LEGAL REFERENCES.** All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

**9.23 SEVERABILITY.** The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

**9.24 ATTORNEY’S FEES AND COSTS.** In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney’s fees and costs regardless of the outcome of any such procedure or litigation.

**9.25 NOTICES.** All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner: Janina Lewis, Procurement Services  
City of Tarpon Springs, FL  
324 E. Pine Street  
Tarpon Springs, FL 34689  
727.942.5615  
Email: jlewis@ctsfl.us

To the Construction Manager: Zachary Bandes  
Bandes Construction  
1368 Spalding Road, Suite C  
Dunedin, FL 34698  
727.733.5558  
Email: zack.bandes@bandesconstruction.com

Notices, comments, consents, objections, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

## **ARTICLE 10 TERMINATION OR SUSPENSION**

### **10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE.**

A. RIGHT OF TERMINATION. Prior to execution by both parties of the GMP Addendum, the Owner may terminate this Agreement at any time without or without cause pursuant to Sections 14.1 and 14.2 of the General Conditions, and the Construction Manager may terminate this Agreement for any of the reasons described in Section 14.6 of the General Conditions.

B. COMPENSATION FOR PRECONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Contract pursuant to Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.A.

C. ADDITIONAL COMPENSATION FOR CONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Agreement pursuant to this Section 10.1 after commencement of the Construction Phase, the Contractor

shall, in addition to the compensation provided in Section 10.1.B, be paid an amount calculated as follows:

1. Take the Cost of the Work incurred by the Contractor.
2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, of the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as to Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.
3. Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.C.1. To the extent that the Owner elects to take legal assignment of Subcontracts and purchase orders (including rental agreements), the Construction Manager shall as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such Subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such Subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of the GMP Addendum shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the Subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any Subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this Agreement not been terminated, the Construction Manager shall terminate such Subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

**10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE.** Subsequent to execution by both parties of the GMP Addendum, the Agreement may be terminated as provided in Article 14 of the General Conditions.

A. LIMITATION ON PAYMENT; TERMINATION BY OWNER. In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Section 14.2 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C of this Agreement.

B. LIMITATION ON PAYMENT; TERMINATION BY CONSTRUCTION MANAGER. In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Section 14.6 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

**10.3 SUSPENSION.** The Work may be suspended by the Owner as provided in Section 14.3 of the General Conditions. In such case, the term "Contract Sum" in that Section shall be understood to mean Cost of the Work.

**WHEREFORE**, the Parties hereto have entered into this Agreement as of the Effective Date.

\_\_\_\_\_  
Bandes Construction

By: Zachary Bandes

Printed Name: Zachary Bandes

Title: Vice President

**CITY OF TARPON SPRINGS,**  
a Florida municipal corporation

By: John Koulianos

Printed Name: John Koulianos

Title: Mayor

Oct 30, 2025

**GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM**  
*to*  
**AGREEMENT**  
*for*  
**CONSTRUCTION MANAGEMENT AT RISK SERVICES**

**THIS GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES** (“GMP Addendum”) is made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “Effective Date”), by and between the City of Tarpon Springs, a Florida municipal corporation, referred to herein as “Owner”, and the firm of \_\_\_\_\_, incorporated in the State of \_\_\_\_\_ and registered and licensed to do business in the State of Florida, referred to herein as “Construction Manager”.

**WHEREAS**, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services (the “Agreement”) under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of the \_\_\_\_\_ (as further defined in the Agreement, the “Project”); and

**WHEREAS**, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an addendum supplementing the Agreement; and

**WHEREAS**, the Project has been designed and permitted to a point sufficient that Construction Manager and Owner have agreed upon a GMP, as set forth herein.

**NOW THEREFORE**, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

1. **Establishment of GMP.** Pursuant to Article 5 of the Agreement, the Owner and Construction Manager establish a GMP and Contract Time for the Work as set forth below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents and in the General Conditions.

2. **GMP; Contract Documents.** The Construction Manager’s GMP for the Work, including the estimated Cost of the Work (\$\_\_\_\_\_) and the Construction Manager’s Fee (\_\_\_\_\_), is a total of \_\_\_\_\_ dollars (\$\_\_\_\_\_). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Addendum and marked Exhibits A through J, as follows:

- (a) Exhibit A. Project Plans and Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_;
- (b) Exhibit B. Allowance items, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_;
- (c) Exhibit C. Assumptions and Clarifications made in preparing the GMP, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_;
- (d) Exhibit D. Project Schedule, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_;
- (e) Exhibit E. Alternate Prices, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_; and
- (f) Exhibit F. Unit Prices, pages \_\_\_\_\_ through \_\_\_\_\_, dated \_\_\_\_\_.
- (g) Exhibit G. Affidavit of No Conflict;
- (h) Exhibit H. Certificate(s) of Insurance;
- (i) Exhibit I. Payment and Performance Bond;
- (j) Exhibit J. Standard Forms:
  - 1- Application for Payment
  - 2- Certificate of Substantial Completion
  - 3- Final Reconciliation/Warranty/Affidavit
  - 4- Change Order

Additional Contract Documents include the Agreement and attached General Conditions of the Construction Agreement, Addenda issued prior to execution of the Agreement, the Request for Proposal, the Construction Manager's proposal, permits, notice of intent to award, Notice to Proceed, purchase order(s), written amendments, Change Order(s), Work Directive Change(s) and Field Directive(s). No other documents shall be considered Contract Documents. In case of conflict, the earliest listed document shall prevail over later listed documents.

3. Contract Time; Liquidated Damages. The Construction Manager shall achieve Substantial Completion of the entire Work within \_\_\_\_\_ (\_\_) days of receipt of the Notice to Proceed. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the

Construction Manager, as liquidated damages and not as a penalty, the sum of \$\_\_\_\_\_ per calendar day, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

4. Effect of GMP. This Addendum shall constitute the GMP Addendum for purpose of satisfying the requirements of Article 5 of the Agreement and shall supplement and amend the Agreement such that all references to the GMP shall be construed to refer to the GMP set forth herein, as such GMP may be adjusted pursuant to the terms of the Agreement. All terms of the Agreement, as supplemented hereby, shall remain in full force and effect.

*[Signature Page to Follow]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this GMP Addendum to be duly executed by their authorized representatives:

**[CONSTRUCTION MANAGER NAME]**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF TARPON SPRINGS**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: 

Email: zack.bandes@bandesconstruction.com

Signature: John Koulianos  
John Koulianos (Oct 30, 2025 10:43:07 EDT)

Email: jkoulianos@ctsfl.us

87941

# Tampa Bay Times

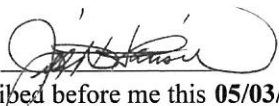
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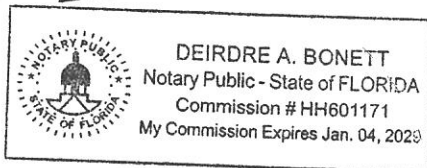
COUNTY OF PINELLAS County

Before the undersigned authority personally appeared Jill Harrison who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida that the attached copy of advertisement being a Legal Notice in the matter 250177-S-JL/P-001 was published in said newspaper by print in the issues of 05/03/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pinellas County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida each day and has been entered as a second class mail matter at the post office in said Pinellas County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant   
Sworn to and subscribed before me this **05/03/2026**

Signature of Notary of Public  
Personally known  or produced identification.  
Type of identification produced \_\_\_\_\_



## CITY OF TARPON SPRINGS PROCUREMENT SERVICES REQUESTS FOR BIDS AND/OR PROPOSALS

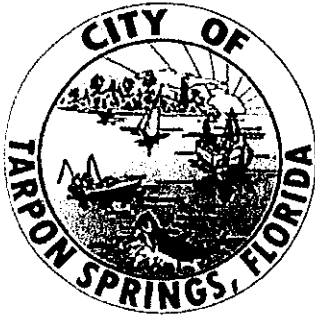
This is an announcement for a Subcontractor Opportunity. The City of Tarpon Springs has signed an agreement with Banded Construction as the Construction Manager At Risk (CMAR) General Contractor to construct a new clubhouse for the Tarpon Springs Municipal Golf Course.

**May 22, 2026- 11:00 AM (Local)**  
**250177-S-JL/P-001-Bandes-Golf Course Clubhouse  
Construction**

Copies of the bid documents may only be obtained electronically through Banded Construction website located:  
<https://secure.smartinsight.co/#/PublicBidProject/856818>  
For questions contact [bandesestimatingteam@bandesconstruction.com](mailto:bandesestimatingteam@bandesconstruction.com)

Janina Lewis, CPPO, NIGP-CPP  
Procurement Services Director  
5/3/2026

(87941h)



# CITY OF TARPON SPRINGS, FL

## Procurement Services

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615  
Fax (727) 937-1766

### MEMORANDUM

**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *JL*  
**DATE:** 09/09/2025  
**SUBJECT:** Ratify Selection of Firms for Request for Qualifications (RFQ) No. 250177-S-JL, Construction Manager at Risk (CMAR) Continuing Services

### RECOMMENDATION:

Select 1) All Phase General Contractors, Inc., 2) Bandes Construction Company, Inc., 3) The A.D. Morgan Corporation, 4) Erickson & Lindstrom Construction Company, 5) Southern Road & Bridge LLC., as the Professional Firms for RFQ No. 250177-S-JL, these firms were deemed to be the most highly qualified to perform the required services for CMAR Continuing Services for a five (5) year period from date of contract execution through September 30, 2030, in an aggregate annual amount not to exceed \$7,500,000 for City wide usage.

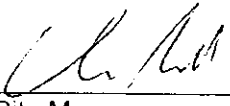
### BACKGROUND:

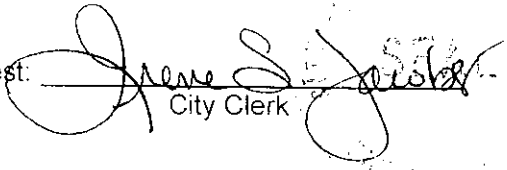
A Construction Manager at Risk (CMAR) is a project delivery method where the CMAR acts as an owner's consultant and advocate during the design and construction phases, taking financial responsibility for keeping the project within a Guaranteed Maximum Price (GMP). Unlike traditional methods, the CMAR is selected early for their qualifications and experience to provide pre-construction services like cost estimation and constructability reviews, mitigating risks and ensuring project value. If costs exceed GMP, the CMAR is financially liable for the overages, not the owner.

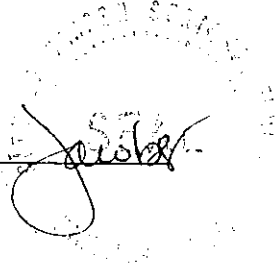
The purpose of this agreement is to secure professional CMAR services to support both the City's Capital Improvement Projects (CIP) and General Services Operations. Specific project needs will be clearly defined through Task Work Orders, ensuring that work only begins after the City's thorough review and approval of the negotiated scope and fee for each assignment (see attached memo).

Following the RFQ process, the Evaluation Committee carefully reviewed five (5) proposals and determined that all five firms bring unique strengths, specialties, and disciplines that will enhance the City's ability to deliver high-quality projects. Recommending all five firms for award ensures the City has access to the most qualified expertise available. This award fully complies with the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes, and the proposed amounts align with statutory requirements under Section 287.055 (1) a.

**FUNDING:** Funding to be identified as projects arise.

Accepted by:   
City Manager

Attest:   
City Clerk





## Public Services Department

### Memorandum

**Date:** August 21, 2025  
**To:** Janina Lewis, Procurement Services Director  
**From:** R. Thomas Kiger, Public Services Director TK  
Bob Robertson, Project Administration Director  
**Subject:** Award File No. 250177-S-JL for Construction Manager at Risk (CMAR) Continuing Services

#### Recommendation

Authorize the execution of Construction Manager at Risk Continuing Services contracts with All Phase General Contractors, LLC; Bades Construction Company Inc.; Erickson & Lindstrom Construction Co.; Southern Road & Bridge LLC; and The A.D. Morgan Corporation up to the Florida Statutory limit of \$7,500,000.

#### Background

Construction Management at Risk (CMAR) is a collaborative delivery method for constructing capital projects through the use of a construction manager (CM), who oversees the project from design through construction. The CM provides professional services and acts as a consultant to the owner in the design phase to provide value engineering and cost control. After design, the CM then manages the construction phase and delivers the completed project for a Guaranteed Maximum Price. The benefits of CMAR project delivery include:

- Early involvement of the construction manager to improve constructability in the design to achieve cost savings
- Pre-qualification of the construction manager by the City to ensure experienced contractors are on the project team
- Schedule control – engaging the construction manager early in the design process can help manage procurement of supplies and services to meet project schedules
- Guaranteed Maximum Price Delivery – the project construction costs are guaranteed earlier in the design process, limiting risk to the City

The City recommends award to five firms that were through a qualifications-based RFQ process, with individual firms demonstrating experience in several project categories, including: Government and Municipal Buildings, Recreation and Community Facilities; Parks and Open Space Projects; and Utility and Public Works Infrastructure. The goal of this contract is to provide qualified construction management firms to deliver a variety of project types over the next five

years to ensure project quality and expedient project delivery. CMAR is a relatively new, but commonly employed project delivery method in the public sector, and has been utilized by Pinellas County, the Florida Department of Transportation, and various local municipalities throughout the State. The first project that is planned to be completed using this award is the Golf Course Clubhouse, with a planning-level estimated construction cost of \$4.2 million, based on the completed conceptual design.

**Funding**

Funds are budgeted annually in the BOC approved CIP, and funding will be identified on a project basis.

Tabulation of Submittals  
 For  
 RFQ No. 250177-S-JL  
**CONSTRUCTION MANAGER AT RISK (CMAR) CONTINUING SERVICES**

JUNE 9, 2025@ 3:00 p.m.

Proposer	Score
All Phase General Contractors, Inc. St. Petersburg, FL	83
Bandes Construction Company Inc. Dunedin, FL	82
The A.D. Morgan Corporation Tampa, FL	78
Erickson & Lindstrom Construction Company Largo, FL	67
Southern Road & Bridge LLC. Palm Harbor, FL	64

Broadcast: 12,490    Plan holders: 25    Responses: 5

Bids from the companies listed herein are the only bids received timely as of the above opening date and time. All other bids submitted in response to this Bid, if any, are hereby rejected as late.

PROFESSIONAL CONSULTANT  
EVALUATION FORM

CONSENSUS SCORE SHEET  
INITIAL EVALUATION

	SCORE				
	100 POINTS	35	30	27	25
1. Ability of Firm's Professional Personnel	30	26	28	25	28
2. Firm's Experience with Projects of a Similar Size and Type	10	9	9	6	5
3. Firm's Willingness and Ability to Meet Schedule and Budget Requirements	10	4	4	0	0
4. Firms Recent, Current and Projected Workload/Previous V.	5	5	0	0	0
5. Effect of Project Team Location	10	9	9	9	9
<b>Total Score</b>		83	82	67	78

	All Phase General Contractors, Inc.	Bandes Construction Company Inc.	Erikson & Lindstrom Construction Co	Southern Road & Bridge LLC	The A.D. Morgan Corporation
1. Ability of Firm's Professional Personnel	30	28	25	25	28
2. Firm's Experience with Projects of a Similar Size and Type	9	9	6	5	9
3. Firm's Willingness and Ability to Meet Schedule and Budget Requirements	4	4	0	0	0
4. Firms Recent, Current and Projected Workload/Previous V.	5	0	0	0	0
5. Effect of Project Team Location	9	9	9	9	9
<b>Total Score</b>	83	82	67	64	78

PROJECT TITLE: CMAR Continuing, Services

RFQ NUMBER: 250177-S-41

INITIAL SCORING MEETING DATE: 8/12/2025

NOTE: DO NOT DISCUSS THESE SCORES WITH OTHER COMMITTEE MEMBERS, FIRMS OR ANYONE OTHER THAN AUTHORIZED ADVISORS UNTIL FINAL RANKING HAS BEEN OFFICIALLY ANNOUNCED

Caroline Lanford

Thomas Kiger

Nick Makris

*Jannina Lewis* 8/12/2025

Applications by- Jannina Lewis- Procurement Services Director

Signature: *Catherine Lafford*  
Email: clafford@ctsfl.us

Signature: *[Handwritten Signature]*  
Email: mmakris@ctsfl.us

Signature: *[Handwritten Signature]*  
Email: tkige@ctsfl.us



## Memorandum

**Date:** June 23, 2026  
**To:** Mayor and Board of Commissioners  
**Through:** Mark LeCouris, City Manager  
**From:** Jordan Van Loo, Public Information Officer and Marketing Specialist  
**Subject:** Consensus on Final City Seal and Marketing Logo Design (**Jordan Van Loo, PIO/Marketing Specialist**)

### Recommendation

Recommendation to the Board of Commissioners to take action to accept, accept with changes, or deny the final designs of the city seal and marketing logo.

### Background

The Board of Commissioners held two work sessions on February 5, 2026, and February 26, 2026, to discuss potential revisions to the current city seal and options for a new marketing logo. The Commission had consensus on the overall design of both the city seal and marketing logo with minor changes. The consultant incorporated the Commission's recommended changes to the preferred seal and logo options as outlined below:

#### **City Seal Changes**

- Color has been added to the lighthouse, sponge boat, and the sponge diver's helmet for emphasis.
- Maroon has been incorporated into the design to represent Tarpon High School.
- The coloring on the sun and sky has been brightened.

#### **Marketing Logo Changes**

- The sponges have been removed from the background for clarity.
- The sponge diver helmet facemask was corrected.

### Funding

NA

### Strategic Plan Objective

NA

CITY OF TARPON SPRINGS

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CURRENT LOGO



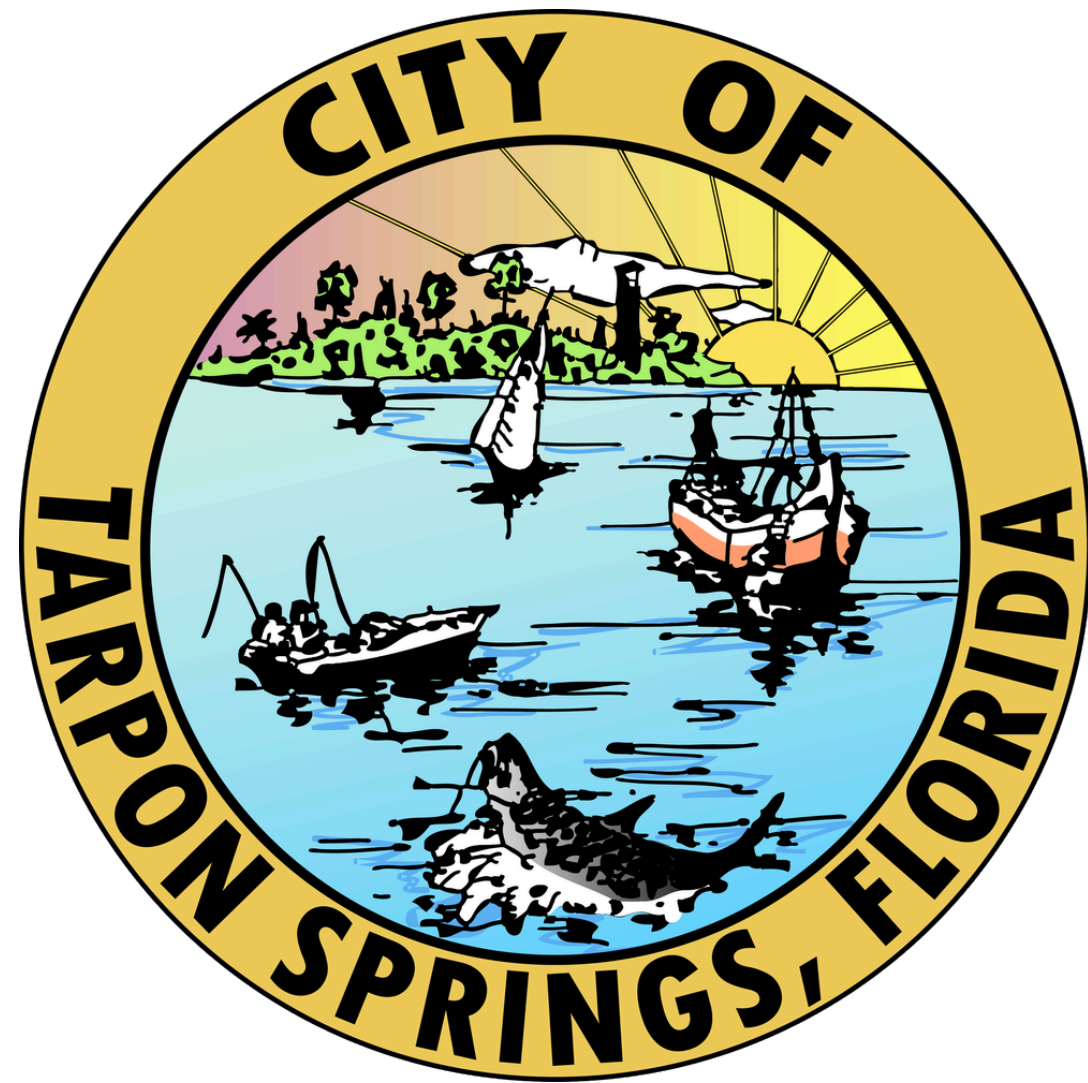
UPDATED



CITY OF TARPON SPRINGS

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CURRENT CITY SEAL



UPDATED





**CITY OF TARPON SPRINGS**  
**BOARD OF COMMISSIONERS**  
**[JUNE 23, 2026 / JULY 14, 2026]**

**STAFF REPORT**  
**June 18, 2026**

**Application No. / Project Title:** #24-58 (Lake Butler Heights Subdivision)

**Staff:** Patricia L. McNeese, AICP, Planning Supervisor

**Proposed Vacation Area:** Remove lot lines from 3.64 acres  
 Vacate 0.83 acres of public right-of-way

**Applicant / Owner:** Matt Sylverain, P.E. / H.P. Capital Group 6, LLC

**Location / Parcel ID:** **South side of Mango Street, 96 feet east of Disston Avenue /**  
 18-27-16-47520-004-0010, 18-27-16-47520-004-0060  
 18-27-16-47520-004-0070, 18-27-16-47520-003-0110  
 18-27-16-47520-003-0170, 18-27-16-47520-003-0180  
 18-27-16-47520-003-0190, 18-27-16-47520-003-0200  
 18-27-16-47520-005-0010, 18-27-16-47520-005-0200

**Ordinance No.:** 2026-11

**REQUEST:**

The applicant is seeking vacation of a portion of the Lake Butler Heights Subdivision plat, including a total of 36,325 square feet ± (0.83 acres) of unimproved right-of-way on Stachelberg Avenue, Burke Street and an unnamed alley. The request was submitted in conjunction with a proposed Site Plan (Application #24-34) for a 32-unit townhome community.

**PRELIMINARY STAFF RECOMMENDATION:**

Staff recommends **approval** of Resolution 2026-11.

**PLANNING CONSIDERATIONS:**

1. The applicant is seeking vacation of a portion of the Lake Butler Heights Subdivision plat (Plat Book 3 Page 5) including the following 39 Lots:
  - Block C, Lots 11 through 15,
  - Block C, Lots 17 through 20,
  - Block D, Lots 1 through 10, and,
  - Block E, Lots 1 through 20.
2. The proposed plat vacation includes abandonment of the following unimproved public rights-of-way:
  - A portion of Stachelberg Avenue located adjacent to Blocks C, D, E and F and starting at 17.5 feet south of Mango Street and running south to Hendrick (a.k.a., “Hedrick”) Street,
  - A portion of Burke Street located adjacent to Blocks C, D, E and F and straddling Stachelberg Avenue between two unnamed alleys, and,



- An unnamed alley located adjacent to (within) the entirety of Block E between Burke Street and Hendrick (a.k.a, "Hedrick") Street.
- 3. The area to be vacated is completely undeveloped and unimproved and consists of wooded vacant land. The purpose of the request is to allow for development and replatting of a proposed 32-unit townhome community (Site Plan Application 24-34; draft Resolution 2026-23). Approval of the proposed Site Plan under draft Resolution 2026-23 would be contingent on and effective upon adoption of Ordinance 2026-11 approving the proposed vacation.
- 4. The Lake Butler Heights Subdivision was platted in 1911. The majority of eastern Lake Butler Heights was vacated in 1972 presumably for the development of the Tarpon Springs Housing Authority's Mango Circle Apartment complex. The Housing Authority again vacated "Mango Circle" in this area in 2019 to build the Eagle Ridge Apartment community.
- 5. The proposed vacation retains the north 17.5 feet of the Stachelberg Avenue right-of-way adjacent to Mango Street in order to accommodate the potential widening of Mango Street to a future right-of-way of up to 80 feet (see Comprehensive Plan Map Series Figure 10: Future Right-of-Way Needs, and Policy T1.5.2).
- 6. The property is in the Residential Urban (RU) Future Land Use Map (FLUM) category and in the Residential Multifamily (RM) zoning district.
- 7. The Tarpon Springs Housing Authority owns a single lot (Block C, Lot 16) located on the east side of Stachelberg Avenue. With the vacation of the Stachelberg Avenue right-of-way Block C, Lot 16 would retain access from Mango Street via the adjacent dedicated alley on the east side of the lot. Staff is also recommending as a condition of site plan approval (Application #24-34, draft Resolution 2026-23), that the applicant *not be permitted to deny access* for that lot, if developed, from the new subdivision roadway.
- 8. Per Section 216.00 of the Comprehensive Zoning and Land Development Code, the applicant has submitted an application fee in the amount of \$32,220.45 covering "50 percent of the appraised value of the right-of-way proposed to be vacated."

**REVIEW STANDARDS / PROVISIONAL FINDINGS OF FACT:**

The standards for the review of a vacation are established in Section 216.01, Standards for Review of Vacations, of the Comprehensive Zoning and Land Development Code (LDC). As provided in this section, a vacation shall only be approved if a positive finding, based upon substantial competent evidence, is made on each of the standards listed below. A staff analysis of the standards is also provided:

- 1. That the subject property is not needed for the distribution, expansion, or maintenance of existing or future utility services.**

Analysis: No utilities are present or planned for these rights-of-way. Letters of no objection to the vacation from all facility providers have been received including: City of Tarpon Springs, Clearwater Gas System, WOW Communications, Charter Communications, Frontier Communications and Duke Energy.

- 9. The property does not provide the sole means of access to an adjoining property.**

Analysis: This right-of-way does not provide the sole means of access to adjoining property. Block C, Lot 16 of the Lake Butler Heights Subdivision borders Stachelberg Avenue on the west side and an unnamed, unimproved alley on the east side. The property has access from the alley.



However, to preserve greater access, staff is also recommending as a condition of site plan approval (Application #24-34, draft Resolution 2026-23), that the applicant *not be permitted to deny access* for Block C, Lot 16, if developed, from the new subdivision roadway.

**2. The property is not needed to implement the future circulation plans of the Transportation Element of the Comprehensive Plan.**

Analysis: The proposed vacation of Stachelberg Avenue starts at 17.5 feet south of Mango Street and goes south from there. This will reserve 17.5 feet of existing right-of-way needed to accommodate the future widening of Mango Street to 80 feet as called for in the Comprehensive Plan (Map Series Figure 10: Future Right-of-Way Needs and Policy T1.5.2). All rights-of-way proposed to be vacated (remainder of Stachelberg Avenue, portions of Burke Street, and unnamed alley) are not needed to implement future traffic circulation plans of the Comprehensive Plan.

The City's Comprehensive Plan Transportation Element Policy T2.2.3 states "The City shall not vacate public right-of-way until it is determined that the right-of-way is not required for present or future public use." With the retention of 17.5 feet of right-of-way at the north end of Stachelberg Avenue this policy has been satisfied.

**3. The property does not provide the adjoining neighborhood with a viable usable access or vista to the City's shoreline.**

Analysis: The subject right of way does not provide the adjoining neighborhood with viable useable access or vista to the City's shoreline.

**PUBLIC CORRESPONDENCE:**

Notice was advertised in the Tampa Bay Times per Chapter 166.041, Florida Statutes. Notices were sent to property owners within 500 feet of the subject property. *Staff has not received any responses to these notices.*

**ATTACHMENTS:**

1. Staff Presentation
2. Letters of No Objection
3. Survey
4. Original Lake Butler Heights Plat
5. Draft Preliminary Plat (Draft Site Plan Resolution 2026-23)
6. Draft Ordinance 2026-11

# **LAKE BUTLER HEIGHTS SUBDIVISION PARTIAL PLAT VACATION #24-58**

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Board of Commissioners Meetings – June 23, 2026 and July 14, 2026



# REQUEST

## #24-58 – Partial Plat Vacation – Lake Butler Heights Subdivision

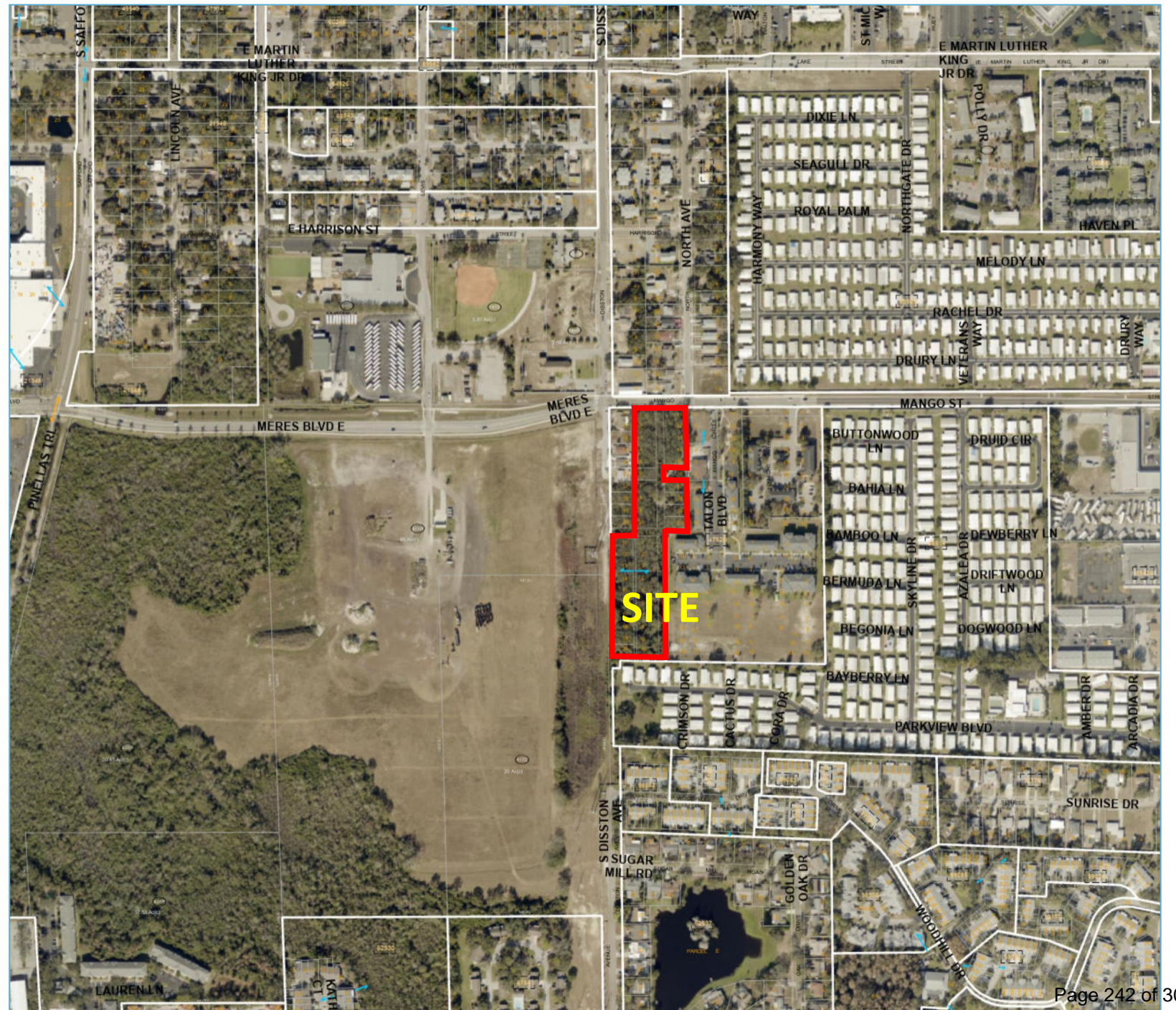
Located on the south side of Mango Street, 96 feet east of Disston Ave

### Ordinance 2026-11

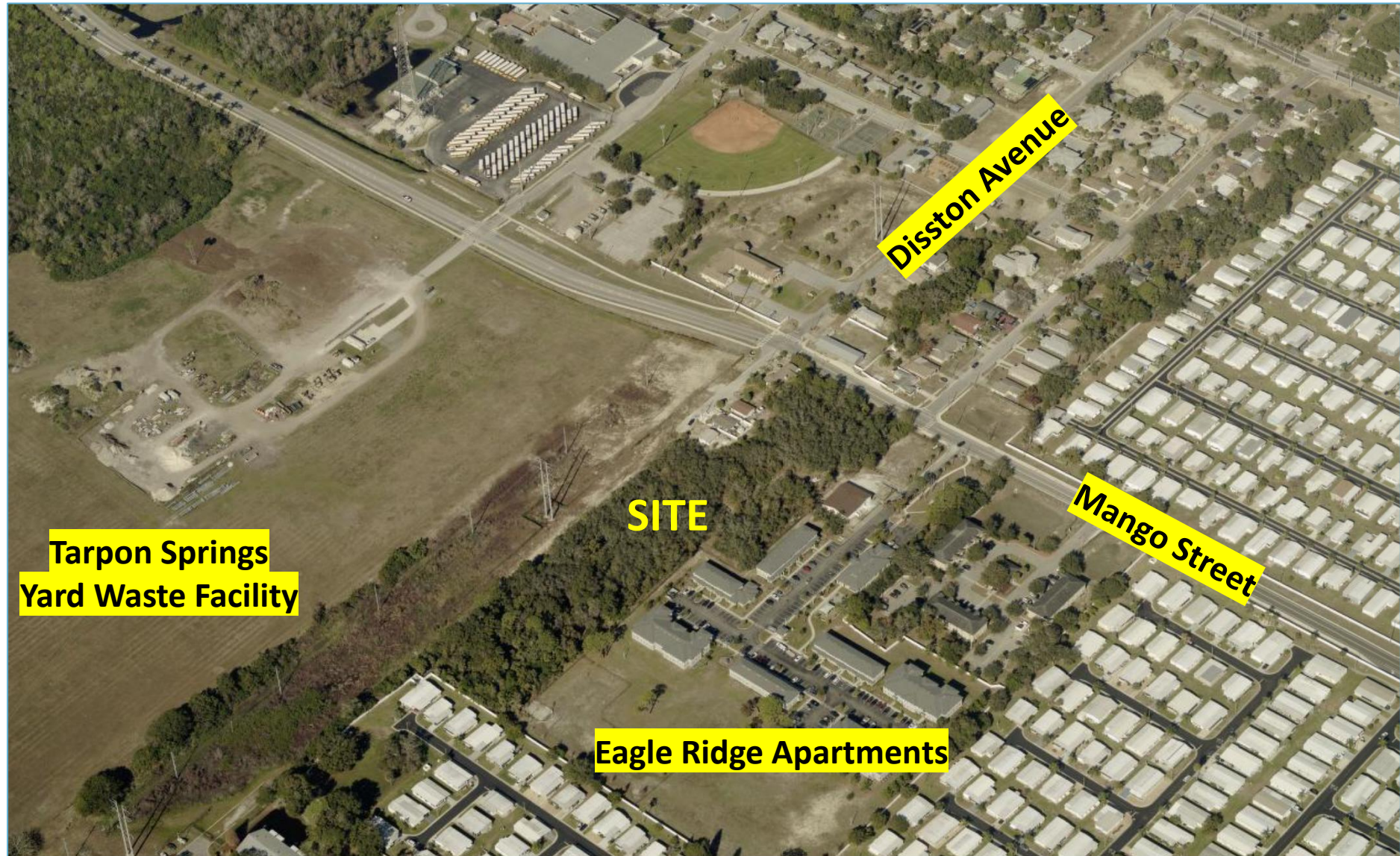
- Proposed Vacation: Remove lot lines of 39 subdivision lots totaling 3.64 acres  
Vacate 36,325 ± square feet (0.83 acres) of public right-of-way
- Current Land Use: Residential Urban
- Current Zoning: Residential Multifamily
- Purpose of vacation request: To develop and replat a 32-unit townhome community (Site Plan Application #24-34, Draft Resolution 2026-23).
- **Applicant/Owner**: H.P. Capital Group 6, LLC
- **Agent**: Matt Sylverain, P.E., Gulf Coast Consulting, Inc.



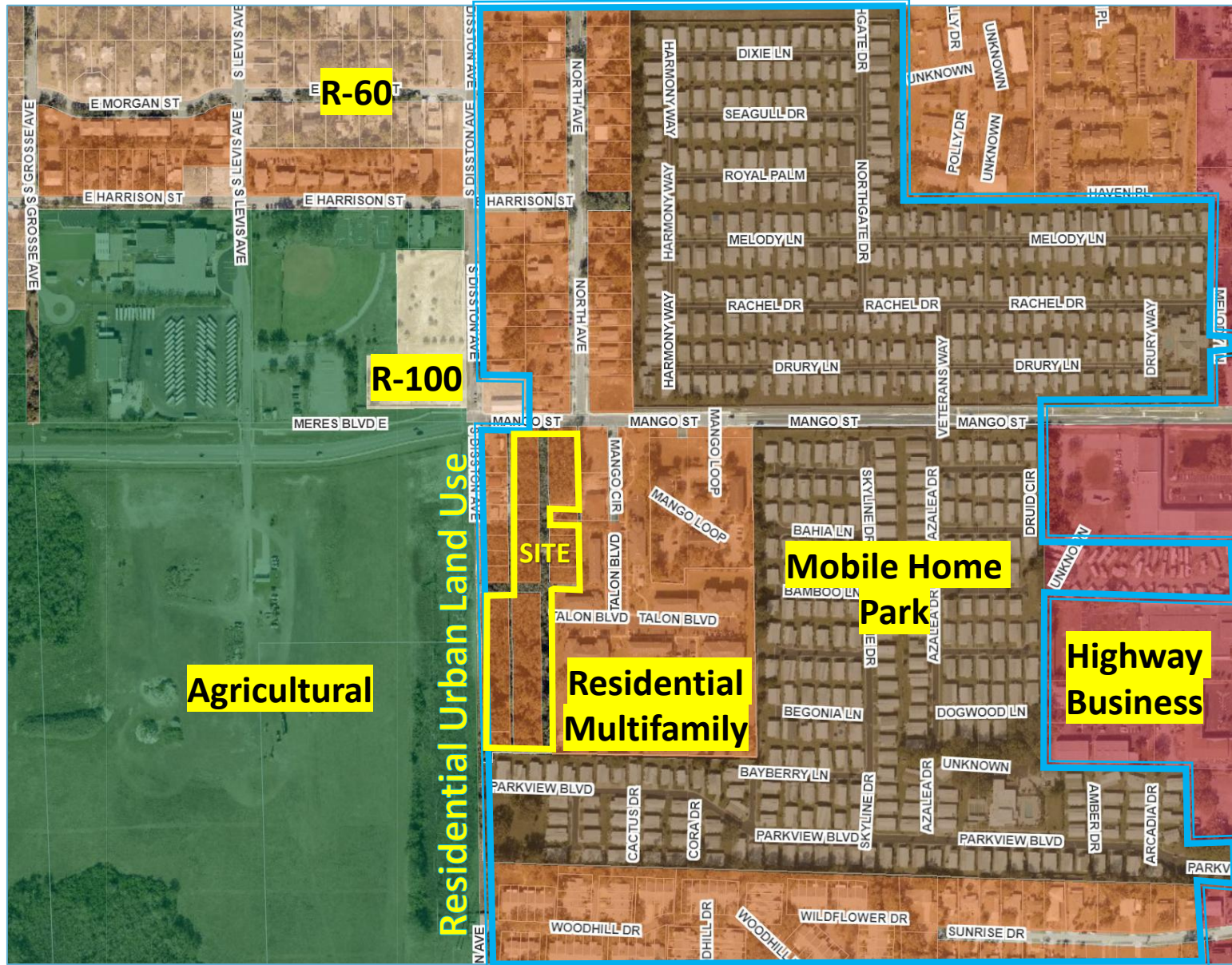
# LOCATION & CONTEXT



# LOCATION & CONTEXT

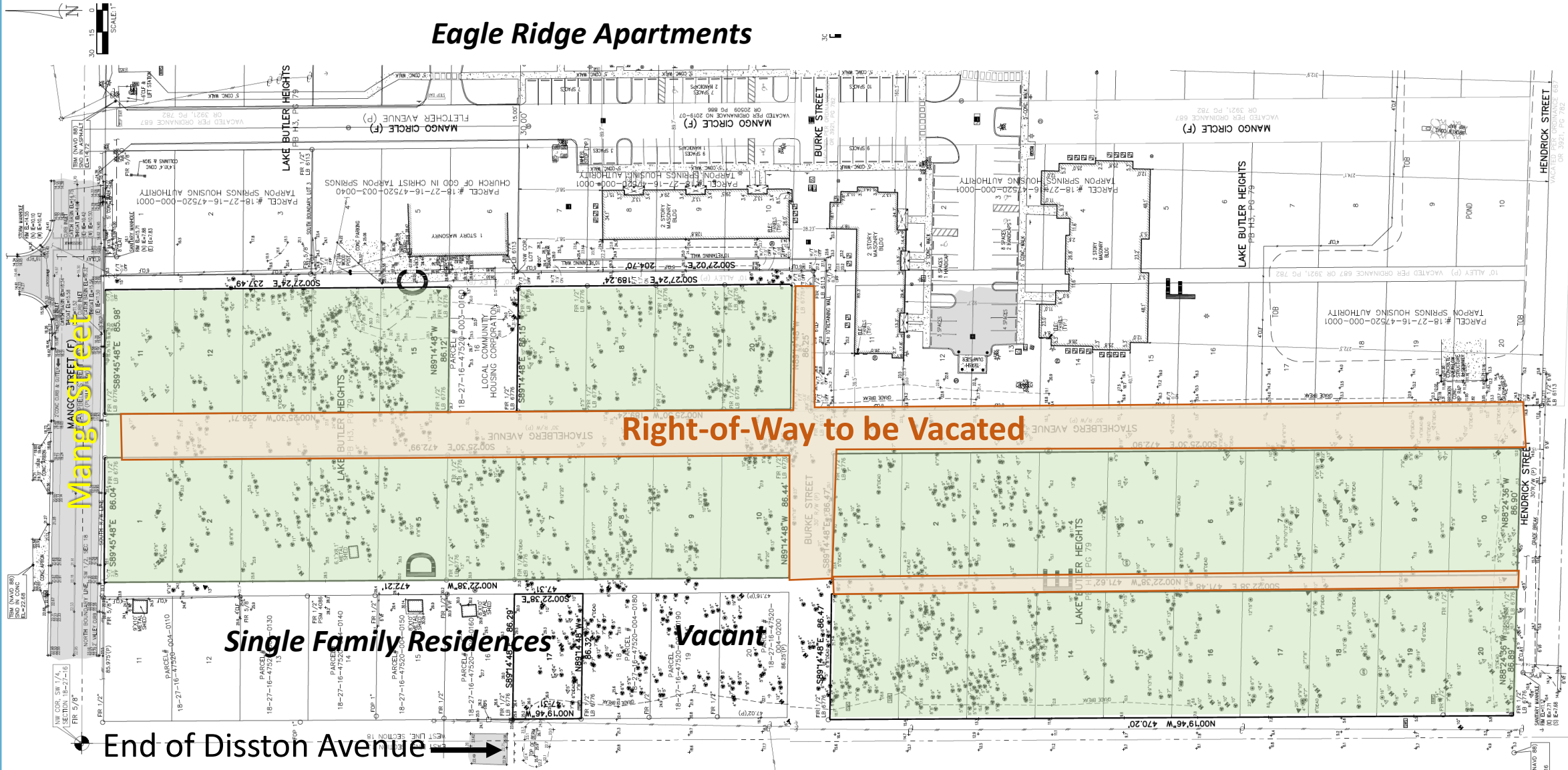


# ZONING AND RESIDENTIAL URBAN LAND USE





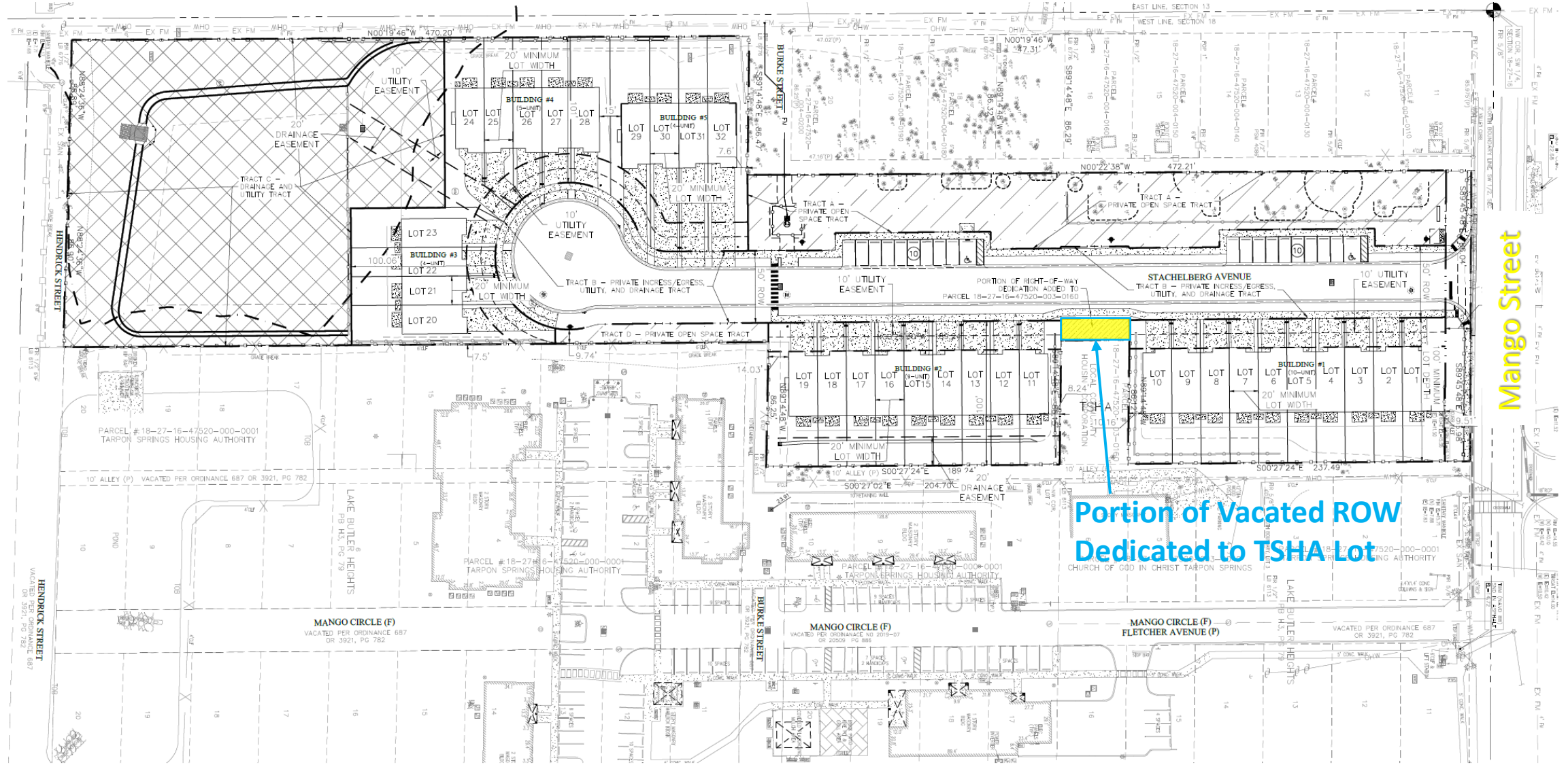
# LOTS AND RIGHTS-OF-WAY TO BE VACATED



*Eagle Ridge Apartments*

● End of Disston Avenue →

# PROPOSED PRELIMINARY PLAT



Mango Street

Portion of Vacated ROW  
Dedicated to TSHA Lot



# REVIEW CRITERIA – SITE PLAN

- 1) Property Not Needed for Utility Services.** There are no utilities present or planned. All service providers have filed letters of “no objection” to the proposed vacation.
- 2) Property Not Sole Access to Adjoining Property.** Block C, Lot 16, owned by the Tarpon Springs Housing Authority is the only lot affected. It has access from a platted alley connecting to Mango Street. Staff is recommending that access also be provided on the west side of that lot as part of a Site Plan approval for the proposed townhome project.
- 3) Property Not Needed to Implement Future Transportation Facilities.** The north 17.5 feet of Stachelberg Avenue will remain as dedicated right-of-way in order to accommodate the future widening of Mango Street per the Comprehensive Plan.
- 4) Property Does Not Provide Shoreline Access or Views.** There is no shoreline access/view in this area of the City.



# PRELIMINARY STAFF RECOMMENDATION

**Ordinance 2026-11:** Staff recommends *approval* of the proposed partial vacation of the Lake Butler Heights Subdivision Plat and the specified rights-of-way.

**Public Notice:** The application was properly publicly noticed. There were no responses to the public notices.

**ORDINANCE NO. 2026-11**

**AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, VACATING A PORTION OF THE LAKE BUTLER HEIGHTS SUBDIVISION PLAT (PLAT BOOK 3 PAGE 5) INCLUDING BLOCK C LOTS 11 THROUGH 15, BLOCK C LOTS 17 THROUGH 20, BLOCK D LOTS 1 THROUGH 10, AND BLOCK E LOTS 1 THROUGH 20, AND, ABANDONING 36,325 SQUARE FEET, MORE OR LESS, OF THE FOLLOWING RIGHT-OF-WAY: A PORTION OF STACHELBERG AVENUE LOCATED ADJACENT TO BLOCKS C, D, E AND F, A PORTION OF BURKE STREET LOCATED ADJACENT TO BLOCKS C, D, E, AND F, AND AN ALLEY LOCATED ADJACENT TO THE ENTIRETY OF BLOCK E; PROVIDING FOR CONDITIONS; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDATION IN THE PUBLIC RECORDS OF PINELLAS COUNTY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has received a request (Application 24-58) for vacation of a portion of the Lake Butler Heights Subdivision (Plat Book 3 Page 5) lying south of Mango Street and approximately 96 feet east of Disston Avenue and including 39 subdivision lots and 36,325 square feet, more or less, of public right-of-way Exhibit “A”; and,

**WHEREAS**, the requested vacation will facilitate the use of the adjoining properties seeking this vacation; and

**WHEREAS**, Section 3(c) of the City Charter and Sections 216.00 and 216.01 of the Comprehensive Zoning and Land Development Code authorize the Board of Commissioners to vacate the property described herein if all conditions are met; and

**WHEREAS**, all other pertinent utility providers have provided the City with letters of no objection; and

**WHEREAS**, written and published legal notice of this action has been provided in accordance with the Florida Statutes and the Comprehensive Zoning and Land Development Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:**

**SECTION 1: FINDINGS**

- a) The letters of no objection have been received from all franchised utility providers;
- b) The subject right of way does not provide the sole means of access to adjoining property;
- c) The subject right of way is not needed to implement the Future Right-of-Way Needs Map of the Tarpon Springs Comprehensive Plan; and

- d) The subject right of way does not provide the adjoining neighborhood with viable useable access or vista to the City’s shoreline.

**SECTION 2: VACATION AND ABANDONMENT**

The City of Tarpon Springs does hereby approve the requested vacation of the parcels listed in Exhibit A, herein, and rights-of-way described in Exhibits B and C herein, as all conditions of the Comprehensive Zoning and Land Development Code Section 216.01 have been met.

**SECTION 3: EFFECTIVE DATE OF THIS ORDINANCE**

This ordinance shall become effective upon adoption in the manner prescribed by law.

**Exhibit A: Lake Butler Heights (PB 3 PG 5) Lots To Be Vacated and Combined**

- Block D, Lots 1 through 5 (Parcel ID #18-27-16-47520-004-0010)
- Block D, Lot 6 (Parcel ID #18-27-16-47520-004-0060)
- Block D, Lots 7 through 10 (Parcel ID #18-27-16-47520-004-0070)
- Block C, Lots 11 through 15 (Parcel ID #18-27-16-47520-003-0110)
- Block C, Lot 17 (Parcel ID #18-27-16-47520-003-0170)
- Block C, Lot 18 (Parcel ID #18-27-16-47520-003-0180)
- Block C, Lot 19 (Parcel ID #18-27-16-47520-003-0190)
- Block C, Lot 20 (Parcel ID #18-27-16-47520-003-0200)
- Block E, Lots 1 through 19 (Parcel ID #18-27-16-47520-005-0010)
- Block E, Lot 20 (Parcel ID #18-27-16-47520-005-0200)

# Ordinance 2026-11 Exhibit B, 2 pages

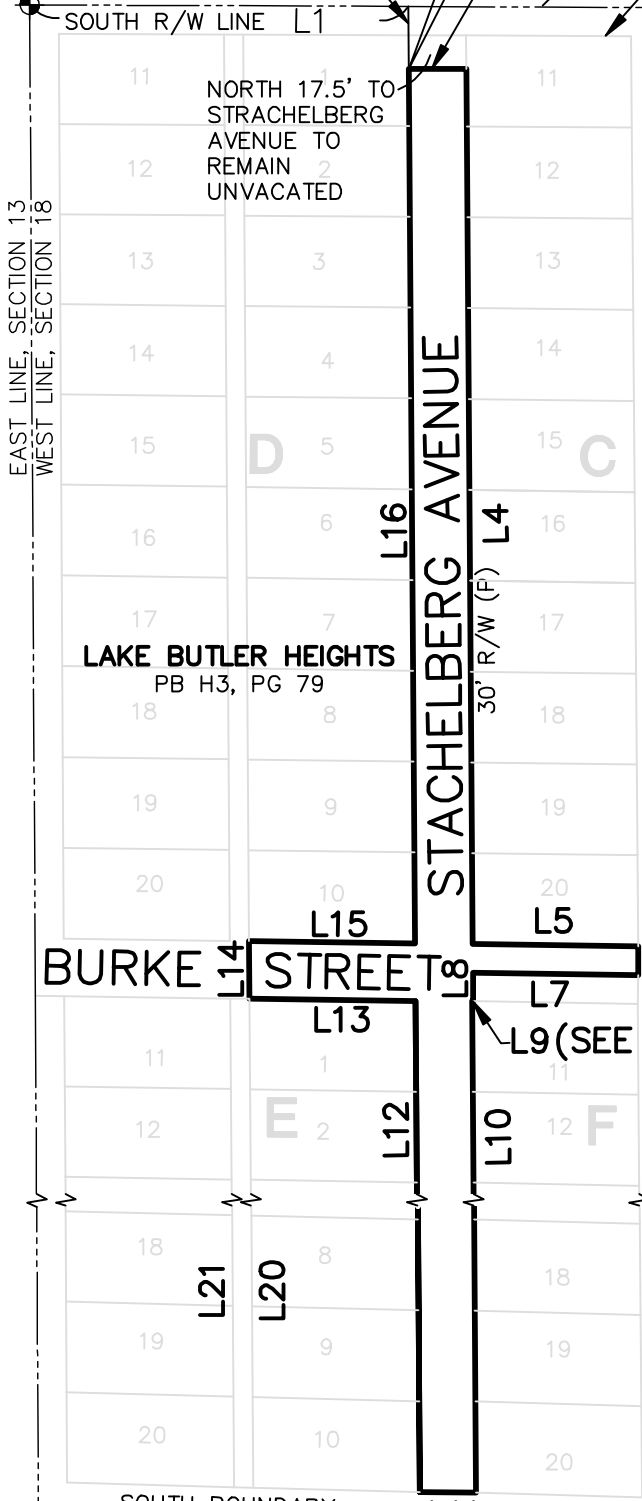
SECTION 18 TOWNSHIP 27S, RANGE 16E  
PINELLAS COUNTY, FLORIDA  
PROJECT NUMBER 5514-01

**POC**  
NW COR, SW 1/4,  
SECTION 18-27-16

**MANGO STREET POB**

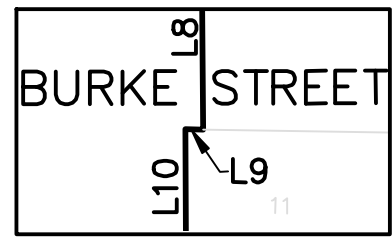
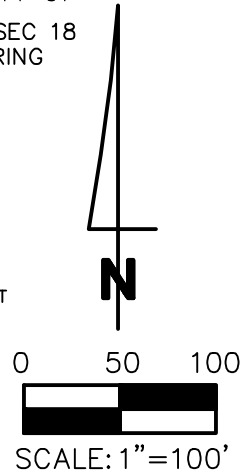
CAMPBELL STREET (P)  
(PUBLIC R/W)

NORTH BOUNDARY LINE, SW 1/4, SEC 18  
S89°45'48"E BASIS OF BEARING



**LEGEND**

- BNDY = BOUNDARY
- COR = CORNER
- OR = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- SR = STATE ROAD
- US = UNITED STATES



**DETAIL L9**  
NOT TO SCALE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°45'48"E	197.23'
L2	S00°25'30"E	32.50'
L3	S89°45'48"E	30.00'
L4	S00°25'30"E	455.76'
L5	S89°14'48"E	86.25'
L6	S00°32'57"W	15.01'
L7	N89°08'08"W	86.00'
L8	S00°25'30"E	14.85'
L9	N89°01'26"W	0.49'
L10	S00°23'02"E	472.95'
L11	N89°45'49"W	29.17'
L12	N00°25'30"W	472.90'
L13	N89°14'48"W	86.47'
L14	N00°22'38"W	30.01'
L15	S89°14'48"E	86.44'
L16	N00°25'30"W	455.49'

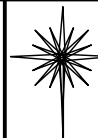
**NOT A SURVEY**

SOUTH BOUNDARY,  
LAKE BUTLER HEIGHTS  
**HENDRICK STREET**  
30'R/W (P)

SHEET 1 OF 2

ITEM	DATE	BY	QC
REVISE AS PER REQUEST	6-18-25	MA	DHR
SKETCH & DESCRIPTION	10-7-24	MA	DHR
H: \JN\5514\DWG\5514SD VACATE-1 REV1.DWG			

**EXHIBIT "A"**



**POLARIS ASSOCIATES INC.**  
PROFESSIONAL SURVEYING LB 6113  
2165 SUNNYDALE BOULEVARD, SUITE D  
CLEARWATER, FLORIDA 33765  
(727) 461-6113

**DESCRIPTION**

VACATION A

THAT PORTION OF LAKE BUTLER HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 5, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:.

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE ALONG THE NORTH BOUNDARY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, S.89°45'48"E, 197.23 FEET; THENCE LEAVING SAID LINE, S.00°25'30"E, 32.50 FEET TO THE POINT OF BEGINNING; THENCE S.89°45'48"E, 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF STACHELBERG AVENUE AND THE WEST LINE OF BLOCK C, OF SAID LAKE BUTLER ESTATES; THENCE ALONG SAID LINE, S.00°25'30"E, 455.76 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF BURKE STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, S.89°14'48"E, 86.25 FEET; THENCE LEAVING SAID LINE, S.00°32'57"E, 15.01 FEET; THENCE N.89°08'08"W, 86.00 FEET; THENCE S.00°25'30"E, 14.85 FEET; THENCE N.89°01'26"W, 0.49 FEET TO THE EAST RIGHT-OF-WAY LINE OF STACHELBERG AVENUE; THENCE ALONG SAID LINE, S.00°23'02"E, 472.95 FEET; THENCE N.89°45'49"W, 29.17 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID STACHELBERG AVENUE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, N.00°25'30"W, 472.90 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF BURKE STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, N.89°14'48"W, 86.47 FEET; THENCE LEAVING SAID LINE, N.00°22'38"W, 30.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID BURKE STREET; THENCE ALONG SAID LINE, S.89°14'48"E, 86.44 FEET TO THE WEST RIGHT-OF-WAY LINE OF STACHELBERG AVENUE; THENCE ALONG SAID LINE, N.00°25'30"W, 455.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.742 ACRES, (32,320 SQUARE FEET) MORE OR LESS.

**NOTES**

1. BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF MANGO STREET, BEING S89°45'48"E.
2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC.
3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
4. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.

**CERTIFICATION**

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

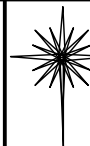
JUSTIN FERRANS  
 PROFESSIONAL LAND SURVEYOR  
 LS 6958, STATE OF FLORIDA

SHEET 1 OF 2

**NOT A SURVEY**

ITEM	DATE	BY	QC
REVISE AS PER REQUEST	6-18-25	MA	DHR
SKETCH & DESCRIPTION	10-7-24	MA	DHR
H:\JN\5514\DWG\5514SD VACATE-1 REV1.DWG			

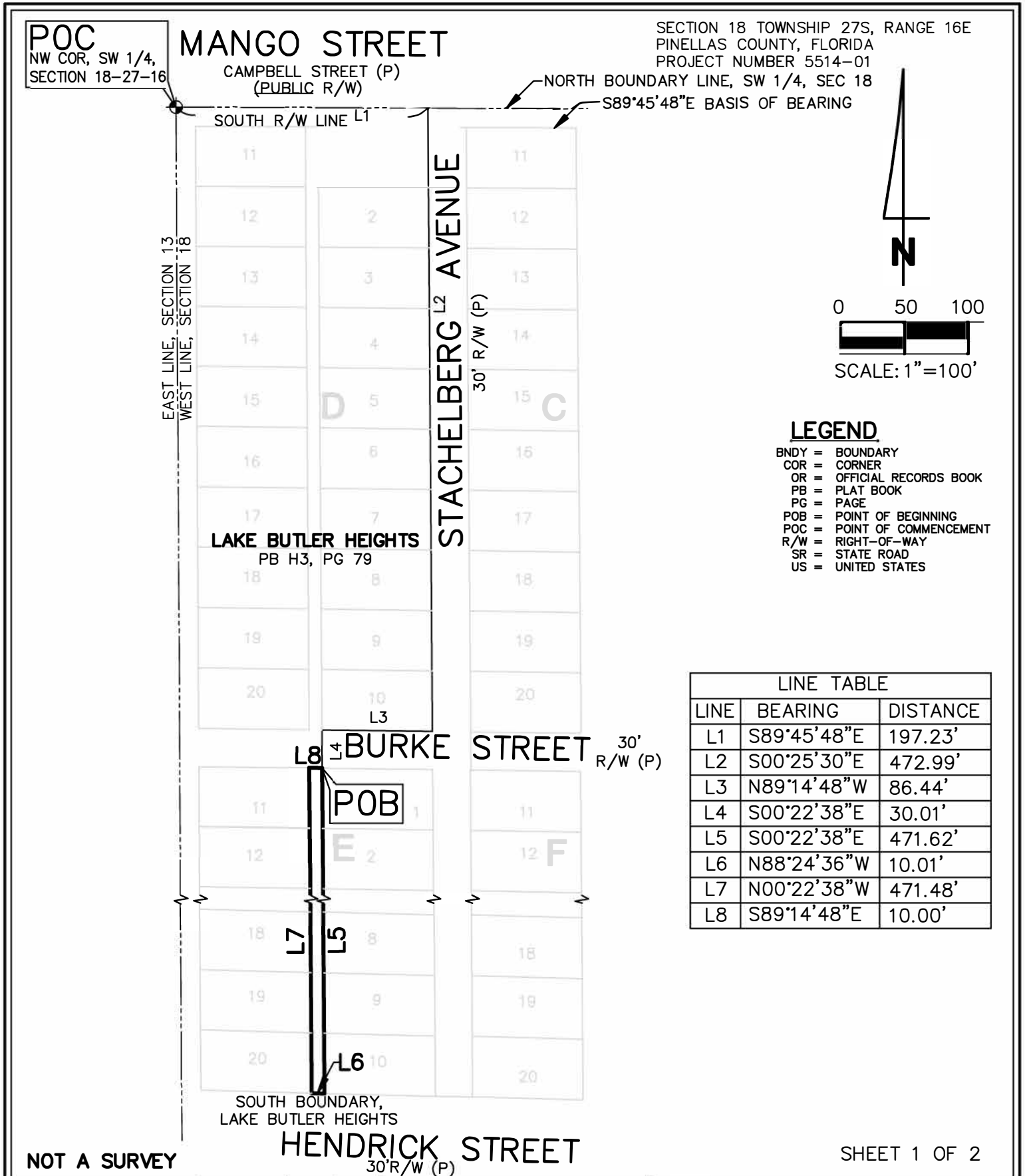
**EXHIBIT "A"**



**POLARIS** ASSOCIATES INC.

PROFESSIONAL SURVEYING LB 6113  
 2165 SUNNYDALE BOULEVARD, SUITE D  
 CLEARWATER, FLORIDA 33765  
 (727) 461-6113

# Ordinance 2026-11 Exhibit C, 2 pages



NOT A SURVEY

SHEET 1 OF 2

ITEM	DATE	BY	QC
SKETCH & DESCRIPTION	10-7-24	MA	DHR
H: \JN\5514\DWG\5514SD VACATE-2.DWG			

EXHIBIT "A"



**POLARIS** ASSOCIATES INC.

PROFESSIONAL SURVEYING LB 6113  
2165 SUNNYDALE BOULEVARD, SUITE D  
CLEARWATER, FLORIDA 33765  
(727) 461-6113

**DESCRIPTION**

THAT PORTION OF LAKE BUTLER HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 5, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA LYING IN SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE ALONG THE NORTH BOUNDARY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 18, S.89°45'48"E, 197.23 FEET; THENCE LEAVING SAID LINE, S.00°25'30"E, 472.99 FEET; THENCE N.89°14'48"W, 86.44 FEET; THENCE S.00°22'38"E, 30.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.00°22'38"E, 471.62 FEET; THENCE N.88°24'36"W, 10.01 FEET; THENCE N.00°22'38"W, 471.48 FEET; THENCE S.89°14'48"E, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.108 ACRES, (4,715 SQUARE FEET) MORE OR LESS.

**NOTES**

1. BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF MANGO STREET, BEING S89°45'48"E.
2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC.
3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
4. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.

**CERTIFICATION**

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

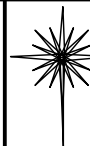
JUSTIN FERRNAS  
 PROFESSIONAL LAND SURVEYOR  
 LS 6958, STATE OF FLORIDA

SHEET 1 OF 2

**NOT A SURVEY**

ITEM	DATE	BY	QC
SKETCH & DESCRIPTION	10-7-24	MA	JDF
H:\JN\5514\DWG\5514SD VACATE-2.DWG			

**EXHIBIT "A"**



**POLARIS ASSOCIATES INC.**

PROFESSIONAL SURVEYING LB 6113  
 2165 SUNNYDALE BOULEVARD, SUITE D  
 CLEARWATER, FLORIDA 33765  
 (727) 461-6113

Date: August 1, 2024

Re: Request to vacate Stachelberg Avenue Right-of-way and portions of the associated alley and Burke Street Right-of-Way, Tarpon Springs, 33763

XXX Charter Communications has no objection in the request to vacate the Right of Ways.

       Charter Communications has no objections provided easements for our facilities are Retained / granted

       Charter Communications has facilities that would need to be relocated and the applicant would be responsible for this expense. Payment in full would be required to proceed with vacation of the easement.

       In order to properly evaluate this request, Charter Communications will need detailed plans of facilities proposed for subject areas.

       Charter Communications has facilities within this area, which may conflict with subject project please call 811 to have locating. **SEE NOTES**

       Charter Communications requires 30 days written notice prior to construction start date to relocate their facilities.

**NOTES:** see display of locations on next page.

Sincerely,

  
Jeremy Cornette

Construction Manager  
Charter Communications  
Pinellas County  
Phone 941-345-1348 \_\_\_\_\_





June 21, 2024  
Matt Sylverain, P.E.  
Gulf Coast Consulting Inc.  
(727) 524-1818  
13825 ICOT Boulevard, Suite 605  
Clearwater, FL 33760

RE: No Objection (Mango Street Townhomes)

Dear Matt,

The Clearwater Gas System (CGS),

- has no objection or conflict with your proposed:
  - Vacation of Easement
    - Plat
    - Construction (Outside CGS service area)
    - Other – Vacation of ROW
  - maintains facilities within the area. One of the following conditions must be met prior to the release of a “No Objection” letter:

A. The owner/developer must reimburse The Clearwater Gas System for all cost incurred by relocation of our facilities.

B. A utility easement must be platted to encompass existing facilities.

Clearwater Gas System appreciates your help in this matter. If you have any questions, please contact me at (727) 444-8920, or at [Clifton.whitaker@clearwatergas.com](mailto:Clifton.whitaker@clearwatergas.com).

Sincerely,

Clifton Whitaker  
Engineering Technician  
Clearwater Gas System



2166 Palmetto Street  
Clearwater, FL 33765  
Mail Code: CWBAYG  
Office-727-893-9262

Email: [Jonathan.Kasper@Duke-Energy.com](mailto:Jonathan.Kasper@Duke-Energy.com)

July 11, 2024

Matt Sylverain, P.E.  
Gulf Coast Consulting, Inc.  
13825 ICOT Boulevard, Suite 605  
Clearwater, FL 33760

**RE: *Approval of a Preliminary plat of – MANGO TOWNHOMES***  
***Parcel ID: 18-27-16-47520-003-0110+***  
***Owner: HP CAPITAL GROUP 6 LLC***  
***Referencing Address: STACHELBERG AVE., TARPON SPRINGS, FL 34689***

Dear Mr. Sylverain,

Please be advised that Duke Energy Florida, LLC., *Distribution Engineering Department* and *Distribution Land Services Department* has “**NO OBJECTIONS**” to the approval of the preliminary plat of Mango Townhomes, and the proposed right of way vacations within, further shown on accompanying exhibit.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

***Jonathan Kasper***

Jonathan Kasper  
Real Estate Representative  
Duke Energy Florida





FRONTIER

2185 Range Rd  
Clearwater, FL 33765  
(941) 266-9218  
[stephen.waidley@ftr.com](mailto:stephen.waidley@ftr.com)

8/20/2024

Attn: Matt Sylverain, P.E.  
Principal  
Gulf Coast Consulting, Inc.  
13825 ICOT Blvd, Suite 605  
Clearwater, FL 33760

RE: Preliminary Plat – Mango St Townhomes, Tarpon Springs, FL

Dear Mr. Sylverain,

- Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.
- Frontier has no objection to the above referenced request as per the attachment.
- Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.
- Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.
- Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.
- Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

*Stephen Waidley*

Stephen Waidley  
Frontier Florida LLC  
Regional Rights of Way & Municipal Affairs Manager



# Gulf Coast Consulting, Inc.

Land Development Consulting

Engineering • Planning • Transportation • Permitting

ICOT Center

13825 ICOT Boulevard, Suite 605

Clearwater, FL 33760

Phone: (727) 524-1818

Fax: (727) 524-6090

June 20th, 2024

Stephen Waidley  
Frontier Communications  
3712 West Walnut Street  
Tampa, Florida 33607

**Re: Plat Vacation Letter of No Objection  
Mango Street Townhomes  
Tarpon Springs, Florida**

Dear Mr. Waidley,

On behalf of our Client, we are requesting a **Letter of No Objection** for **The Plat Vacation as detailed on this "Preliminary" Plat**. Enclosed for your review is a print of the "Preliminary" Plat for the proposed 32-unit Townhome single family attached subdivision. Mango Street Townhomes is located at Mango Street, Tarpon Springs, 33763, in the City of Tarpon Springs (See attached Vicinity Map).

As shown on this Plat, we are proposing to vacate the Stachelberg Avenue Right-of-way and portions of the associated alley and Burke Street Right-of-Way. As required by the City of Tarpon Springs, we are requesting you to review this preliminary plat to ensure that all of the proposed vacations are acceptable to the utility provider. We are required to notify all known and applicable utilities and request this **Letter of No Objection**.

The following items have been provided for your review:

- A copy of the Vicinity Map;
- A copy of the "Preliminary" Plat; &
- A copy of the site survey.

Please provide us with a **Letter of No Objection by July 3rd, 2024**. Please email a copy of the Letter of No Objection to myself at [MSylverain@gulfcoastconsultinginc.com](mailto:MSylverain@gulfcoastconsultinginc.com), or to Patricia Mcnesse at the City of Tarpon Springs at [PMcNeese@cstfl.us](mailto:PMcNeese@cstfl.us) with a copy to Gulf Coast Consulting, Inc. for submittal to Pinellas County. Please call me if you have any questions or need any additional information. Your prompt review and response are greatly appreciated.

Sincerely,

Matt D Sylverain, P.E.  
Principal

cc: Angelo Cappelli, HP Capital Group 6 (w/encl—copy of submittal)  
File 21-069



DESIGNED: MDS  
 DRAWN: CC4  
 CHECKED: MDS  
 PLOTTED: MDS



**Gulf Coast Consulting, Inc.**  
 Land Development Consulting  
 ENGINEERING TRANSPORTATION PLANNING PERMITTING  
 13825 ICOT BLVD., SUITE 605  
 Clearwater, Florida 33760  
 Phone: (727) 524-1818 Fax: (727) 524-6090  
 WWW.GULFCOASTCONSULTINGINC.COM

PREPARED FOR: **HP CAPITAL GROUP 6, LLC**  
 9800 4TH STREET NORTH, SUITE 200  
 ST PETERSBURG, FL 33702  
 PHONE (727) 735-1711

SHEET DESCRIPTION:  
**MANGO ST TOWNHOMES**  
 VICINITY MAP

NO.	DATE	REVISIONS	APP'D BY

MATTHIAS D. SYLVERAIN STATE OF FLORIDA PROFESSIONAL ENGINEER LICENSE NO. 91730 THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHIAS D. SYLVERAIN ON THE DATE INDICATED HERE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.	THESE PLANS MAY NOT BE COPIED OR MODIFIED WITHOUT WRITTEN PERMISSION FROM GULF COAST CONSULTING, INC. MATTHIAS D. SYLVERAIN, P.E. #91730 NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER GULF COAST CONSULTING, INC. CERTIFICATE OF AUTHORIZATION No. 9774	JOB NO. 21-069 DATE: 02/26/24	SHEET:
---	---	----------------------------------	--------

LOTS 11, 12, 13, 14, 15, 17, 18, 19 AND 20, BLOCK C; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 17, BLOCK D; AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 AND 20, BLOCK E, OF LAKE BUTLER HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE(S) 5, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 3.748 ACRES, MORE OR LESS.

SURVEY NOTES

- 1. BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF MANGO STREET, BEING S89°39'16"E.
2. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED.
3. NO EXCAVATION WAS PERFORMED TO VERIFY THE LOCATION OR EXISTENCE OF ANY UNDERGROUND UTILITIES. ENCROACHMENTS, IMPROVEMENTS, STRUCTURES OR FOUNDATIONS, UNDERGROUND UTILITY LINE LOCATIONS (IF SHOWN HEREON) ARE BASED UPON UTILITY PROVIDER ATLAS AND VISIBLE SURFACE EVIDENCE.
4. RE-USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE TO WHOM CERTIFIED.
5. ALL FOUND POINTS ARE UNMARKED UNLESS OTHERWISE NOTED. ALL PERIMETER BEARINGS AND DISTANCES ARE ALSO FIELD MEASURED UNLESS NOTED.
6. THIS SURVEY IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
7. THE SITE APPEARS TO BE IN FLOOD ZONES X AND X SHADED, ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 120259, MAP NUMBER 12103003SH, EFFECTIVE DATE 8/24/2021 (MAP INDEX NUMBER 12103003D01, MAP REVISED DATE AUGUST 24, 2021). POLARIS ASSOCIATES, INC. AND THE SIGNING SURVEYOR HEREOF ASSUMES NO LIABILITY FOR THE ACCURACY OF THIS DETERMINATION. THE AUTHOR OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENTAL AGENCY HAVING JURISDICTION OVER SUCH MATTERS SHOULD BE CONTACTED PRIOR TO ANY JUDGMENTS BEING MADE FROM THIS INFORMATION. THE ABOVE REFERENCED MAP STATES IN THE NOTES TO THE USER THAT "THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM".
8. ANY ZONING INFORMATION SHOWN OR NOTED HEREON IS BASED ON INFORMATION AVAILABLE DURING THE PREPARATION OF THE SURVEY. THIS INFORMATION SHOULD BE VERIFIED WITH THE GOVERNING AUTHORITY PRIOR TO ANY DETERMINATIONS OR DESIGN.
9. SHOWN ANYWHERE ON THIS SURVEY, THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF A PROFESSIONAL OPINION BASED UPON THE SURVEYOR'S BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT THUS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY.
10. UNLESS OTHERWISE INDICATED, THE PROPERTY DESCRIPTION AND EASEMENTS SHOWN WERE FURNISHED TO POLARIS ASSOCIATES, INC. AND ARE PRESUMED TO BE CORRECT. NO SEARCH OF ANY PUBLIC RECORDS, FOR EASEMENTS, DEEDS, ETC., WAS PERFORMED BY THIS FIRM FOR THE COMPLETION OF THIS SURVEY AND THERE MAY BE ADDITIONAL RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
11. ELEVATIONS ARE BASED ON A FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK, BM 1623L, HAVING AN ELEVATION OF 8.166, NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88)
+ 25.25 = POINT OF ELEVATION
12. TREES 4" IN DIAMETER AND LARGER HAVE BEEN LOCATED WITH COMMON NAME AND APPROXIMATE DIAMETER. BREAST HIGH, SMALLER TREES, NON-PROTECTED SPECIES (INCLUDING ORNAMENTALS) AND TREES WITHIN JURISDICTIONAL AREAS (IF ANY) HAVE NOT BEEN LOCATED. TREES BY NATURE ARE IRREGULAR IN SIZE AND SHAPE. EVERY EFFORT IS MADE TO ACCURATELY LOCATE TREES. THE TREE LOCATION IS THE CENTER OF THE TREE. THIS LOCATION MAY BE DIFFERENT IF LOCATED FROM A DIFFERENT DIRECTION. ALL TREE LOCATIONS SHOULD BE FIELD CHECKED IF CRITICAL TO DESIGN.
13. THIS SURVEY IS BASED ON U.S. FEET.

TITLE COMMITMENT NOTES

DESCRIPTIONS AND EASEMENTS SHOWN HEREON WERE TAKEN FROM AN OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FOR TITLE INSURANCE, COMMITMENT NUMBER 22119063.P3, EFFECTIVE DATE: MARCH 29, 2023 AT 8:00 AM, ISSUED BY MACFARLANE, FERGGUSON & MULLLEN, 625 COURT STREET, SUITE 200, CLEARWATER, FL 33756. THE FOLLOWING ARE SCHEDULE B II EXCEPTIONS: ITEMS 1 THROUGH 7) ARE NOT MATTERS OF SURVEY. ITEM 8) RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, RECORDED IN DEED BOOK 1213, PAGE 114, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATIONS HAS BEEN RELEASED BY SEC. 270.11, F.S. (AFFECTS SUBJECT PROPERTY)

Table with columns: DATE, NUMBER, REVISIONS, BY. Row 1: 12/05/23, 1, REVISE BOUNDARY, JI

CERTIFICATION

CERTIFIED TO: GULF COAST CONSULTING
I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

NOVEMBER 13, 2023
DATE OF SURVEY
DAN H. RIZZUTO
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER LS 5227
STATE OF FLORIDA

PROJECT: MANGO STREET, TARPON SPRINGS

TYPE OF SURVEY: BOUNDARY AND TOPOGRAPHIC SURVEY

PREPARED FOR: GULF COAST CONSULTING

POLARIS ASSOCIATES INC.
PROFESSIONAL SURVEYING LB 6113
2165 SUNNYDALE BOULEVARD, SUITE D
CLEARWATER, FLORIDA 33765
(727) 461-6113

Table with columns: CHECKED BY, SCALE, DRAWN BY, JOB NO., DRAWING PATH, SHEET. Row 1: DHR, 1"=30', JT, 5514-01, H:\M\5514\DWG\5514B1.DWG, 1 OF 2

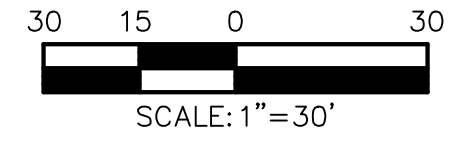
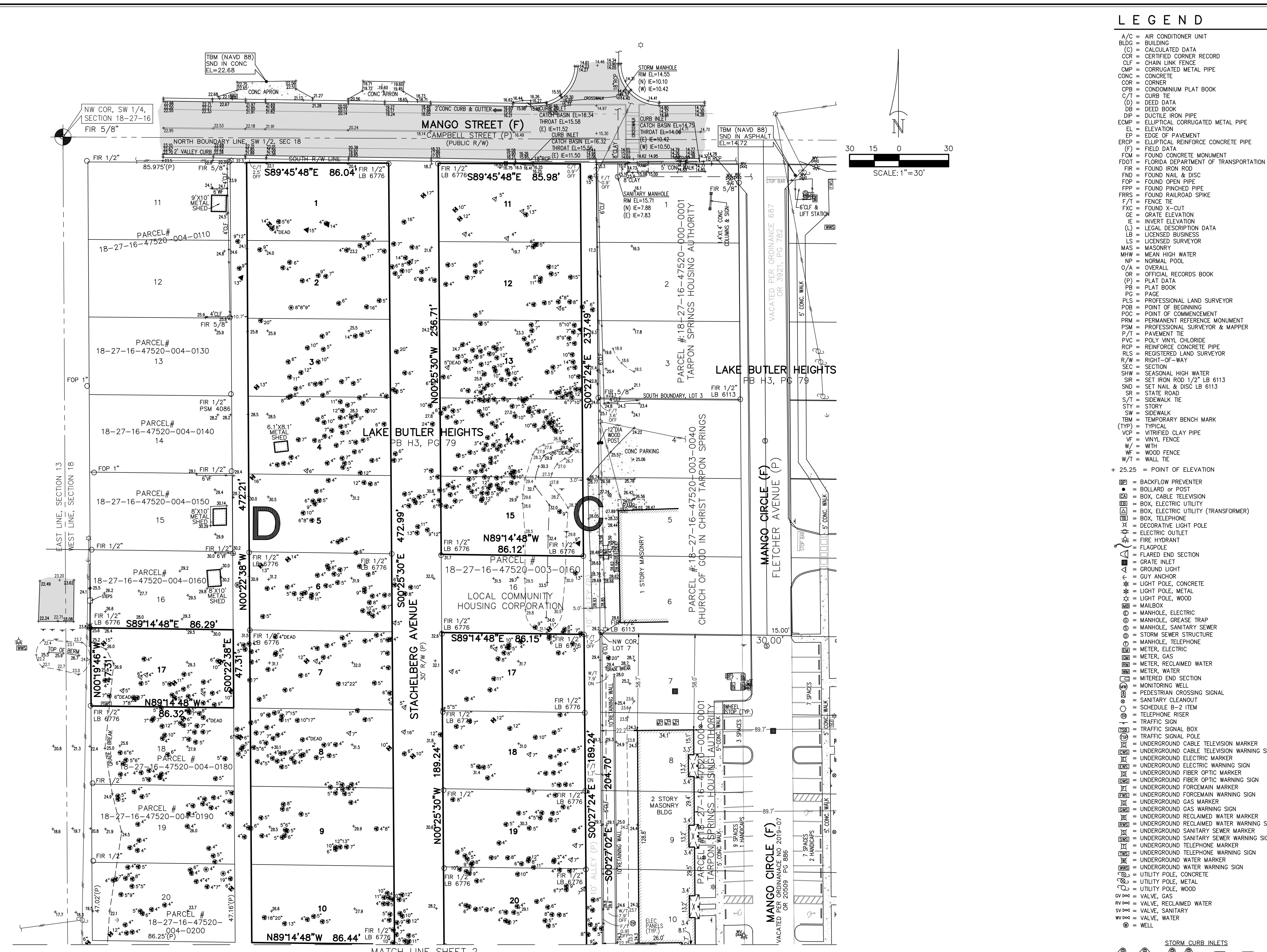
LEGEND

- A/C = AIR CONDITIONER UNIT
BLDG = BUILDING
(C) = CALCULATED DATA
CCR = CERTIFIED CORNER RECORD
CLF = CHAIN LINK FENCE
CMP = CORRUGATED METAL PIPE
CONC = CONCRETE
COR = CORNER
CPB = CONDOMINIUM PLAT BOOK
CURT = CURT TIE
(D) = DEED DATA
DB = DEED BOOK
DIP = DUCTILE IRON PIPE
EOMP = ELLIPTICAL CORRUGATED METAL PIPE
EL = ELEVATION
EP = EDGE OF PAVEMENT
ERCP = ELLIPTICAL REINFORCE CONCRETE PIPE
(F) = FIELD DATA
FCM = FOUND CONCRETE MONUMENT
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FIR = FOUND IRON ROD
FND = FOUND NAIL & DISC
FOP = FOUND OPEN PIPE
FPP = FOUND PINCHED PIPE
FRRS = FOUND RAILROAD SPIKE
F/T = FENCE TIE
FXC = FOUND X-CUT
GE = GRATE ELEVATION
IE = INVERT ELEVATION
(L) = LEGAL DESCRIPTION DATA
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
MAS = MASONRY
MHW = MEAN HIGH WATER
NP = NORMAL POOL
O/A = OVERALL
OR = OFFICIAL RECORDS BOOK
(P) = PLAT DATA
PB = PLAT BOOK
PG = PAGE
PLS = PROFESSIONAL LAND SURVEYOR
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRM = PERMANENT REFERENCE MONUMENT
PSM = PROFESSIONAL SURVEYOR & MAPPER
P/V = PAVEMENT TIE
PVC = POLY VINYL CHLORIDE
RCP = REINFORCE CONCRETE PIPE
RLS = REGISTERED LAND SURVEYOR
R/W = RIGHT-OF-WAY
SEC = SECTION
SHW = SEASONAL HIGH WATER
SIR = SET IRON ROD 1/2" LB 6113
SND = SET NAIL & DISC LB 6113
SR = STATE ROAD
S/T = SIDEWALK TIE
STY = STORY
SW = SIDEWALK
TBM = TEMPORARY BENCH MARK
(TYP) = TYPICAL
VCP = VITRIFIED CLAY PIPE
VF = VINYL FENCE
W = WITH
WF = WOOD FENCE
WT = WALL TIE
+ 25.25 = POINT OF ELEVATION
[Symbol] = BACKFLOW PREVENTER
[Symbol] = BOLLARD or POST
[Symbol] = BOX CABLE TELEVISION
[Symbol] = BOX, ELECTRIC UTILITY
[Symbol] = BOX, ELECTRIC UTILITY (TRANSFORMER)
[Symbol] = BOX, TELEPHONE
[Symbol] = DECORATIVE LIGHT POLE
[Symbol] = ELECTRIC OUTLET
[Symbol] = FIRE HYDRANT
[Symbol] = FLAGPOLE
[Symbol] = FLARED END SECTION
[Symbol] = GRATE INLET
[Symbol] = GROUND LIGHT
[Symbol] = GUY ANCHOR
[Symbol] = LIGHT POLE, CONCRETE
[Symbol] = LIGHT POLE, METAL
[Symbol] = LIGHT POLE, WOOD
[Symbol] = MAILBOX
[Symbol] = MANHOLE, ELECTRIC
[Symbol] = MANHOLE, GREASE TRAP
[Symbol] = MANHOLE, SANITARY SEWER
[Symbol] = STORM SEWER STRUCTURE
[Symbol] = MANHOLE, TELEPHONE
[Symbol] = METER, ELECTRIC
[Symbol] = METER, GAS
[Symbol] = METER, RECLAIMED WATER
[Symbol] = METER, WATER
[Symbol] = MITERED END SECTION
[Symbol] = MONITORING WELL
[Symbol] = PEDESTRIAN CROSSING SIGNAL
[Symbol] = SANITARY CLEANOUT
[Symbol] = SCHEDULE B-2 ITEM
[Symbol] = TELEPHONE RISER
[Symbol] = TRAFFIC SIGN
[Symbol] = TRAFFIC SIGNAL BOX
[Symbol] = TRAFFIC SIGNAL POLE
[Symbol] = UNDERGROUND CABLE TELEVISION MARKER
[Symbol] = UNDERGROUND CABLE TELEVISION WARNING SIGN
[Symbol] = UNDERGROUND ELECTRIC MARKER
[Symbol] = UNDERGROUND ELECTRIC WARNING SIGN
[Symbol] = UNDERGROUND FIBER OPTIC MARKER
[Symbol] = UNDERGROUND FIBER OPTIC WARNING SIGN
[Symbol] = UNDERGROUND FORCEMAIN MARKER
[Symbol] = UNDERGROUND FORCEMAIN WARNING SIGN
[Symbol] = UNDERGROUND GAS MARKER
[Symbol] = UNDERGROUND GAS WARNING SIGN
[Symbol] = UNDERGROUND RECLAIMED WATER MARKER
[Symbol] = UNDERGROUND RECLAIMED WATER WARNING SIGN
[Symbol] = UNDERGROUND SANITARY SEWER MARKER
[Symbol] = UNDERGROUND SANITARY SEWER WARNING SIGN
[Symbol] = UNDERGROUND TELEPHONE MARKER
[Symbol] = UNDERGROUND TELEPHONE WARNING SIGN
[Symbol] = UNDERGROUND WATER MARKER
[Symbol] = UNDERGROUND WATER WARNING SIGN
[Symbol] = UTILITY POLE, CONCRETE
[Symbol] = UTILITY POLE, METAL
[Symbol] = UTILITY POLE, WOOD
[Symbol] = VALVE, GAS
[Symbol] = VALVE, WATER
[Symbol] = WELL

- STORM CURB INLETS
[Symbol] = CONCRETE
[Symbol] = ASPHALT
[Symbol] = CONCRETE PAVERS
[Symbol] = BRICK
52.15 = BACK OF CURB
51.83 = EDGE OF PAVEMENT

TREE LEGEND

- [Symbol] = BAY TREE
[Symbol] = BOTTLE BRUSH TREE
[Symbol] = CAMPHOR TREE
[Symbol] = CEDAR
[Symbol] = CHINABERRY TREE
[Symbol] = CITRUS TREE
[Symbol] = CYPRESS TREE
[Symbol] = ELM TREE
[Symbol] = EUCALYPTUS TREE
[Symbol] = MAGNOLIA TREE
[Symbol] = MAPLE TREE
[Symbol] = MULBERRY TREE
[Symbol] = OAK TREE
[Symbol] = OTHER SPECIES
[Symbol] = PALM TREE
[Symbol] = PECAN TREE
[Symbol] = PERSIMMON TREE
[Symbol] = PINE TREE
[Symbol] = SYCAMORE TREE
[Symbol] = WAX MYRTLE TREE
[Symbol] = WILLOW TREE



MATCH LINE SHEET 2

LEGEND

- A/C = AIR CONDITIONER UNIT
- BLDG = BUILDING
- (C) = CALCULATED DATA
- CCR = CERTIFIED CORNER RECORD
- CLF = CHAIN LINK FENCE
- CMP = CORRUGATED METAL PIPE
- CONC = CONCRETE
- COR = CORNER
- CPB = CONDOMINIUM PLAT BOOK
- C/T = CURB TIE
- (D) = DEED DATA
- DB = DEED BOOK
- DIP = DUCTILE IRON PIPE
- ECMP = ELLIPTICAL CORRUGATED METAL PIPE
- EL = ELEVATION
- EP = EDGE OF PAVEMENT
- ERCP = ELLIPTICAL REINFORCE CONCRETE PIPE
- (F) = FIELD DATA
- FCM = FOUND CONCRETE MONUMENT
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- FIR = FOUND IRON ROD
- FND = FOUND NAIL & DISC
- FOP = FOUND OPEN PIPE
- FPP = FOUND PINCHED PIPE
- FRRS = FOUND RAILROAD SPIKE
- F/T = FENCE TIE
- FXC = FOUND X-OUT
- GE = GRATE ELEVATION
- IE = INVERT ELEVATION
- (L) = LEGAL DESCRIPTION DATA
- LB = LICENSED BUSINESS
- LS = LICENSED SURVEYOR
- MAS = MASONRY
- MHW = MEAN HIGH WATER
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- (P) = PLAT DATA
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- POB = POINT OF BEGINNING
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- DECORATIVE LIGHT POLE
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- GUY ANCHOR
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- MAILBOX
- MANHOLE, ELECTRIC
- MANHOLE, GREASE TRAP
- MANHOLE, SANITARY SEWER
- MANHOLE, TELEPHONE
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- UNDERGROUND FORCEMAIN WARNING SIGN
- UNDERGROUND GAS MARKER
- UNDERGROUND GAS WARNING SIGN
- UNDERGROUND RECLAIMED WATER MARKER
- UNDERGROUND RECLAIMED WATER WARNING SIGN
- UNDERGROUND SANITARY SEWER MARKER
- UNDERGROUND SANITARY SEWER WARNING SIGN
- UNDERGROUND TELEPHONE MARKER
- UNDERGROUND TELEPHONE WARNING SIGN
- UNDERGROUND WATER MARKER
- UNDERGROUND WATER WARNING SIGN
- UTILITY POLE, CONCRETE
- UTILITY POLE, METAL
- UTILITY POLE, WOOD
- VALVE, GAS
- VALVE, RECLAIMED WATER
- VALVE, SANITARY
- VALVE, WATER
- WELL

- STORM CURB INLETS
- TOP OF BANK
  - TOE OF SLOPE or CENTER LINE OF DITCH
  - 6" CHAIN LINK FENCE UNLESS OTHERWISE NOTED
  - OVERHEAD UTILITY LINES
  - APPROXIMATE LOCATION OF UNDERGROUND GAS LINE
  - APPROXIMATE LOCATION OF UNDERGROUND WATER LINE
  - APPROXIMATE LOCATION OF UNDERGROUND FORCEMAIN
  - APPROXIMATE LOCATION OF UNDERGROUND RECLAIMED WATER LINE
  - APPROXIMATE LOCATION OF UNDERGROUND SANITARY SEWER LINE
  - APPROXIMATE LOCATION OF UNDERGROUND STORM SEWER LINE
- CONCRETE  
ASPHALT  
CONCRETE PAVERS  
BRICK
- 52.15 = BACK OF CURB  
51.63 = EDGE OF PAVEMENT

TREE LEGEND

- BAY TREE
- BOTTLE BRUSH TREE
- CAMPBOR TREE
- CEDAR
- CHINABERRY TREE
- CITRUS TREE
- CYPRESS TREE
- ELM TREE
- EUCALYPTUS TREE
- MAGNOLIA TREE
- MAPLE TREE
- MULBERRY TREE
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- OTHER SPECIES
- PALM TREE
- PECAN TREE
- PERSIMMON TREE
- PINE TREE
- SYCAMORE TREE
- WAX MYRTLE TREE
- WILLOW TREE

12/05/23	1	REVISE BOUNDARY	JT
DATE	NUMBER	REVISIONS	BY

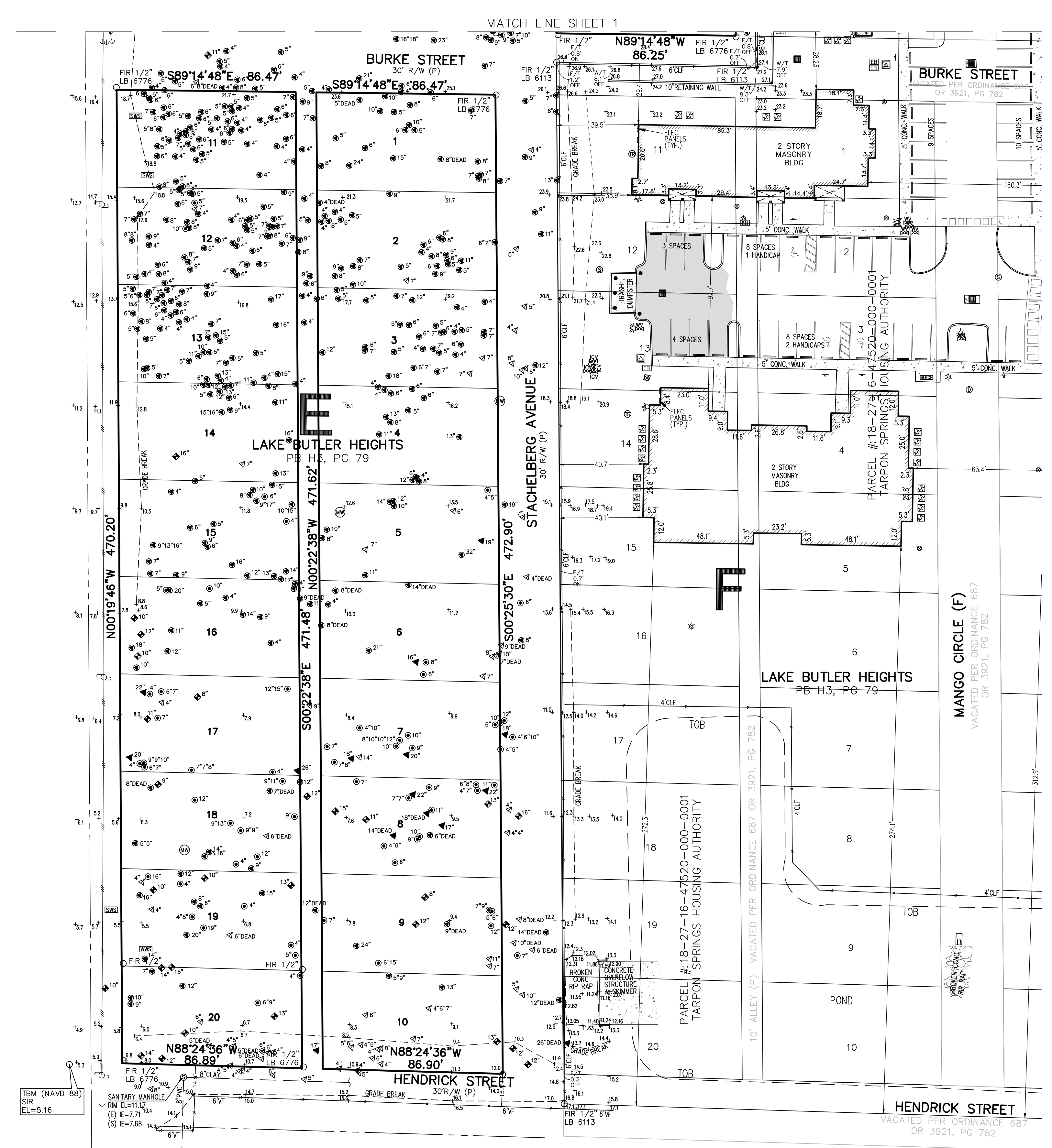
PROJECT: MANGO STREET, TARPON SPRINGS

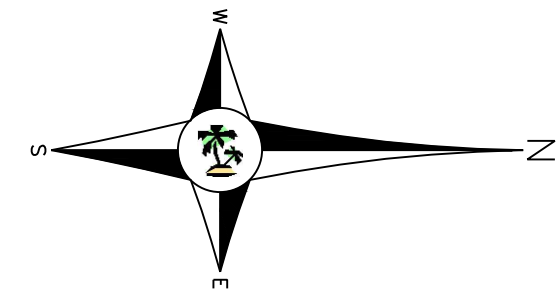
TYPE OF SURVEY: BOUNDARY AND TOPOGRAPHIC SURVEY

PREPARED FOR: GULF COAST CONSULTING

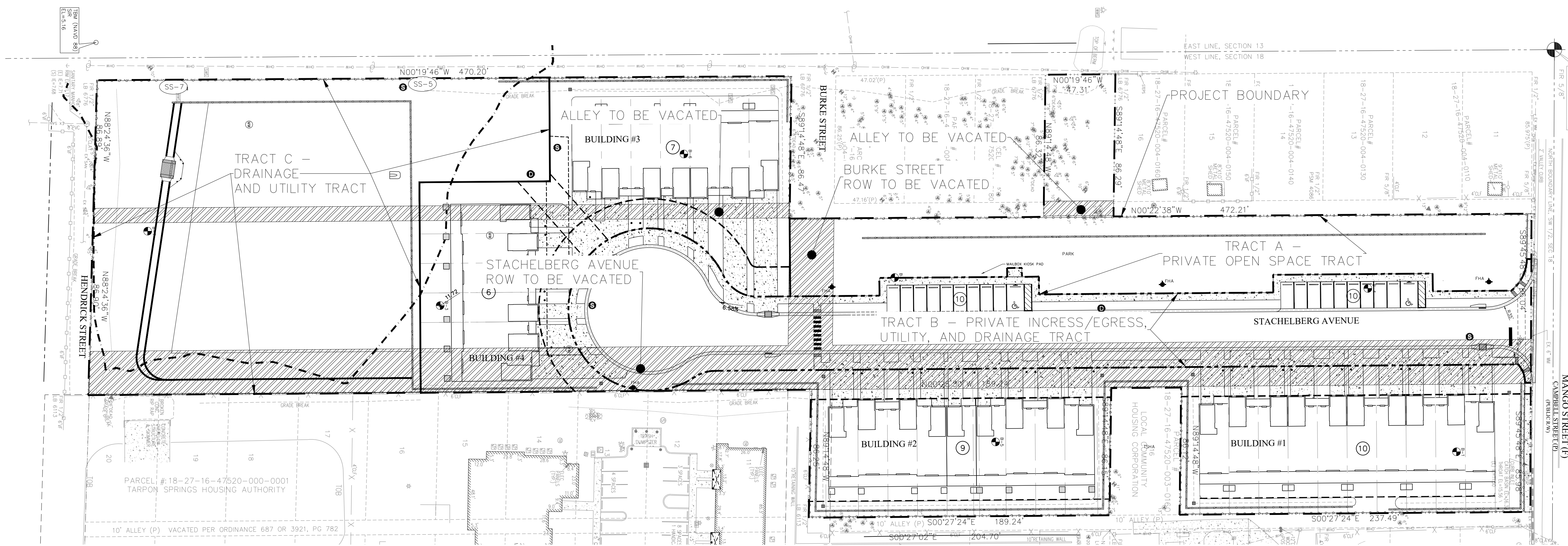
**POLARIS ASSOCIATES INC.**  
 PROFESSIONAL SURVEYING LB 6113  
 2165 SUNNYDALE BOULEVARD, SUITE D  
 CLEARWATER, FLORIDA 33765  
 (727) 461-6113

CHECKED BY:	SCALE:	DRAWN BY:	JOB NO.	DRAWING PATH:	SHEET
DHR	1" = 30'	JT	5514-01	H:\N\5514\DWG\5514B1.DWG	2 OF 2





**NOTE TO CONTRACTORS:**  
 THE LOCATIONS OF ALL UTILITIES ARE APPROXIMATE AND HAVE NOT BEEN VERIFIED. BEFORE BEGINNING SITE WORK, THE CONTRACTOR IS REQUIRED TO FIELD VERIFY THE EXISTENCE, LOCATION & ELEVATION OF UNDERGROUND UTILITIES AND OTHER FEATURES, & CONTACT THE ENGINEER TO CONVEY ANY INFORMATION AND/OR DISCREPANCIES.



DESIGNED: MDS  
 DRAWN: CC4  
 CHECKED: MDS  
 QC:



**Gulf Coast Consulting, Inc.**  
 Land Development Consulting  
 ENGINEERING TRANSPORTATION PLANNING PERMITTING  
 13825 ICOT BLVD., SUITE 605  
 Clearwater, Florida 33760  
 Phone: (727) 524-1818 Fax: (727) 524-6090  
 WWW.GULFCOASTCONSULTINGINC.COM

PREPARED FOR: **HP CAPITAL GROUP 6, LLC**  
 9800 4TH STREET NORTH, SUITE 200  
 ST PETERSBURG, FL 33702  
 PHONE (727) 735-1711

SHEET DESCRIPTION:  
**MANGO ST TOWNHOMES**  
 PRELIMINARY PLAT

NO.	DATE	REVISIONS	APP'D BY

MATTHIAS D. SYLVERAIN  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 91730

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHIAS D. SYLVERAIN ON THE DATE INDICATED HERE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THESE PLANS MAY NOT BE COPIED OR MODIFIED WITHOUT WRITTEN PERMISSION FROM GULF COAST CONSULTING, INC.

MATTHIAS D. SYLVERAIN, P.E. #91730  
 NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER GULF COAST CONSULTING, INC. CERTIFICATE OF AUTHORIZATION No. 9774

JOB NO: 21-069  
 DATE: 02/26/24



3/9/2026

Gulf Coast Consulting, INC  
Land Development Consulting  
ICOT Center 13825 ICOT Boulevard, Suite 605  
Clearwater, FL 33760

Attn: Matt D. Sylverain

Legal description: Section 18, Township 27 S. Range 18 E .  
Mango St. Townhomes. Tarpon Springs , FL.

Thank you for advising **Wide Open West (WOW!)** on the subject project.

**XXX WOW! Has "Has No Objection "with Proposed Vacation.**

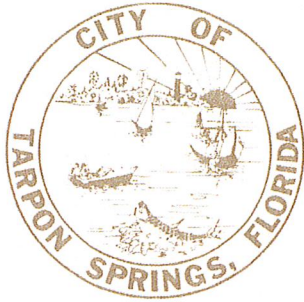
Please refer any further correspondence to:

**WOW!  
Dave Hamlin  
Construction Coordinator  
3001 Gandy Blvd. N.  
Pinellas Park, FL 33782**

Sincerely,

A handwritten signature in blue ink, appearing to read "Dave Hamlin", is written over the word "Sincerely,".

David E. Hamlin Jr.  
Construction Project Coordinator  
WOW!  
(678) 409-8721 Cell



# City of Tarpon Springs, Florida

PLANNING AND ZONING DEPARTMENT  
324 EAST PINE STREET  
P.O. BOX 5004  
TARPON SPRINGS, FLORIDA 34688-5004  
(727) 938-3711

Renea Vincent, AICP, CPM  
Director

July 23, 2024

Matt D. Sylverain  
Gulf Coast Consulting, Inc.  
13825 ICOT Blvd., Suite 605  
Clearwater, FL 33760  
(delivered by email to MSylverain@gulfcoastconsultinginc.com)

RE: Request for Letter of No Objection for vacation of portions of Stachelberg Avenue, Burke Street, and certain alleyways in the Lake Butler Heights Subdivision.

Dear Mr. Sylverain:

This letter is provided to inform you that City staff has reviewed your proposal to vacate the referenced roadway and alley rights-of-way and situated adjacent to the following parcel identification numbers:

18-27-16-47520-004-0010  
18-27-16-47520-004-0060  
18-27-16-47520-004-0070  
18-27-16-47520-004-0170  
18-27-16-47520-003-0110  
18-27-16-47520-003-0170  
18-27-16-47520-003-0180  
18-27-16-47520-003-0190  
18-27-16-47520-003-0200  
18-27-16-47520-005-0010  
18-27-16-47520-005-0200

Staff has not identified any existing facilities or future facilities needs in these portions of right-of-way. However, the City has identified a potential need for the alleyway located west of Stachelberg Avenue and north of Burke Street. This alleyway is adjacent to the following parcel identification numbers:

Matt Sylverain  
July 23, 2024  
Page 2

18-27-16-47520-004-0010  
18-27-16-46520-004-0060  
18-27-16-47520-004-0070  
18-27-16-47520-004-0170

The City will not support vacation of the portion of the alley north of Burke Street (adjacent to the above four parcels).

City staff has no objection to the remainder of the proposed vacation. Note that this letter covers vacation of the street and alley rights-of-way only, and not the plat itself. Any future development of this property, regardless of the proposed configuration must be with infrastructure that is entirely private. Please also note that the City will not be responsible for the abandonment and/or relocation of any utility or other infrastructure that is found in the area to be vacated.

If you have any questions or need further assistance, please do not hesitate to contact me at 727-942-5611 or [pmcneese@ctsfl.us](mailto:pmcneese@ctsfl.us).

Sincerely,



Patricia L. McNeese, AICP  
Planning Supervisor

cc: Renea Vincent, AICP, CPM, Planning and Zoning Director  
Tom Funcheon, Public Works Director  
Thomas Kiger, Public Services Director  
Bob Robertson, Projects Administration Department  
Dave Gilson, Building Development Director

# LAKE BUTLER HEIGHTS

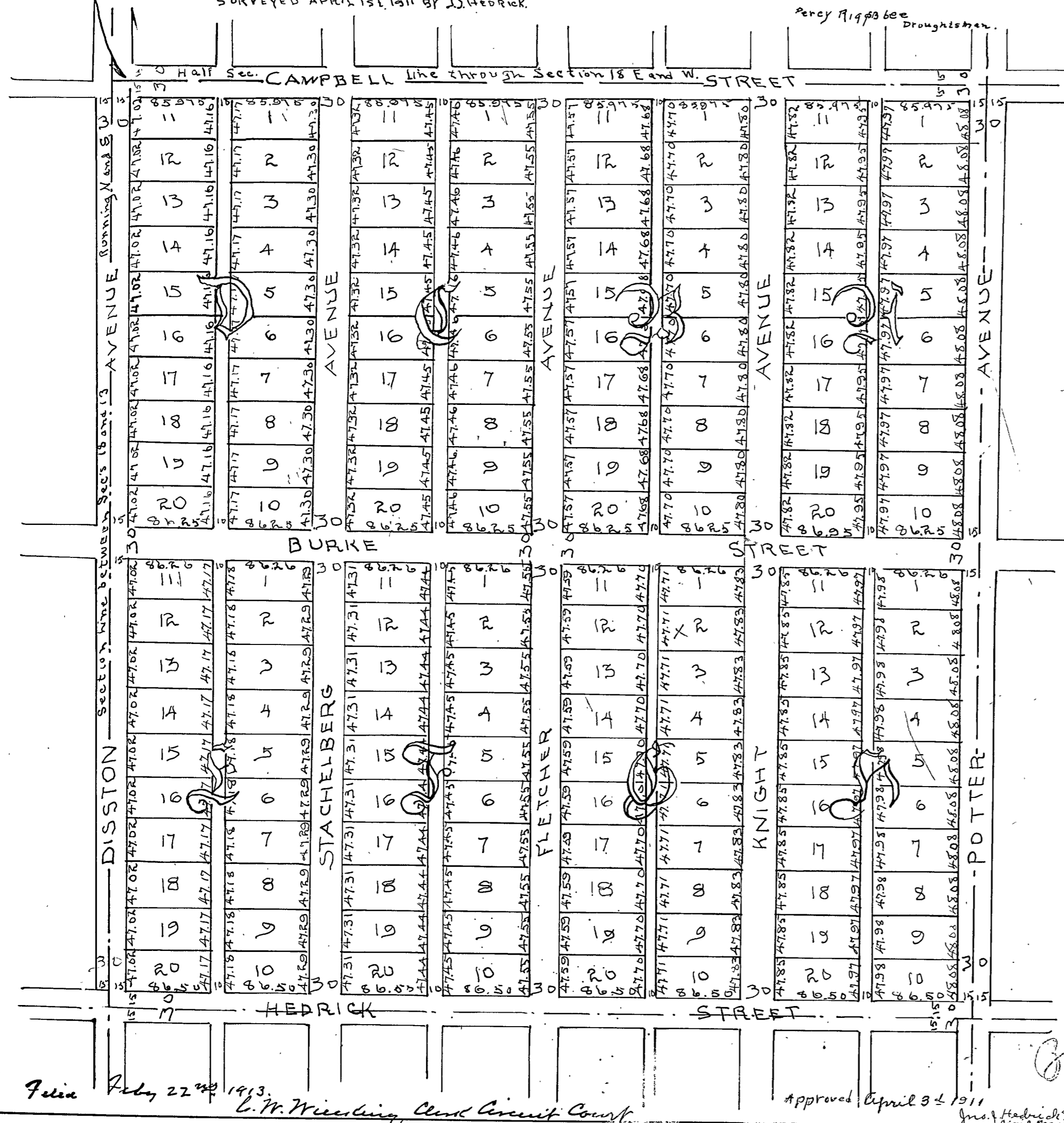
AN ADDITION TO THE

## City Of Tarpon Springs

Being a Subdivision of Section 18, Township 27 S, Range 16 E,  
As Follows:-

Commencing at the NW cor. of the NW 1/4 of the SW 1/4 of Sec 18, Township 27 South of Range 16 East Hillsborough County Fla. running thence South 1000 ft, thence East 852 ft, thence North 1021.60 ft, thence West 847.8 ft to place of beginning. All alleys are 10 ft wide dedicated for public use. Stachelberg Ave, Fletcher Ave and Knight Ave. and Burke St are 30 ft wide dedicated for public highway, Campbell St and Hedrick St and Disston Ave. and Potter Ave. are 15 ft wide one half of Road are dedicated as public highways. Above named Subdivision is divided into blocks lettered from East to West A, B, C, D, thence West to East E, F, G, H. Said blocks are divided into lots from 1 to 20 SURVEYED APRIL 15, 1911 BY J.J. HEDRICK.

4000 ft of POTTER OFFICE



Filed Feb 22 1913  
C. W. Wierling, Clerk Circuit Court.

Approved April 3 1911  
J. J. Hedrick, Surveyor

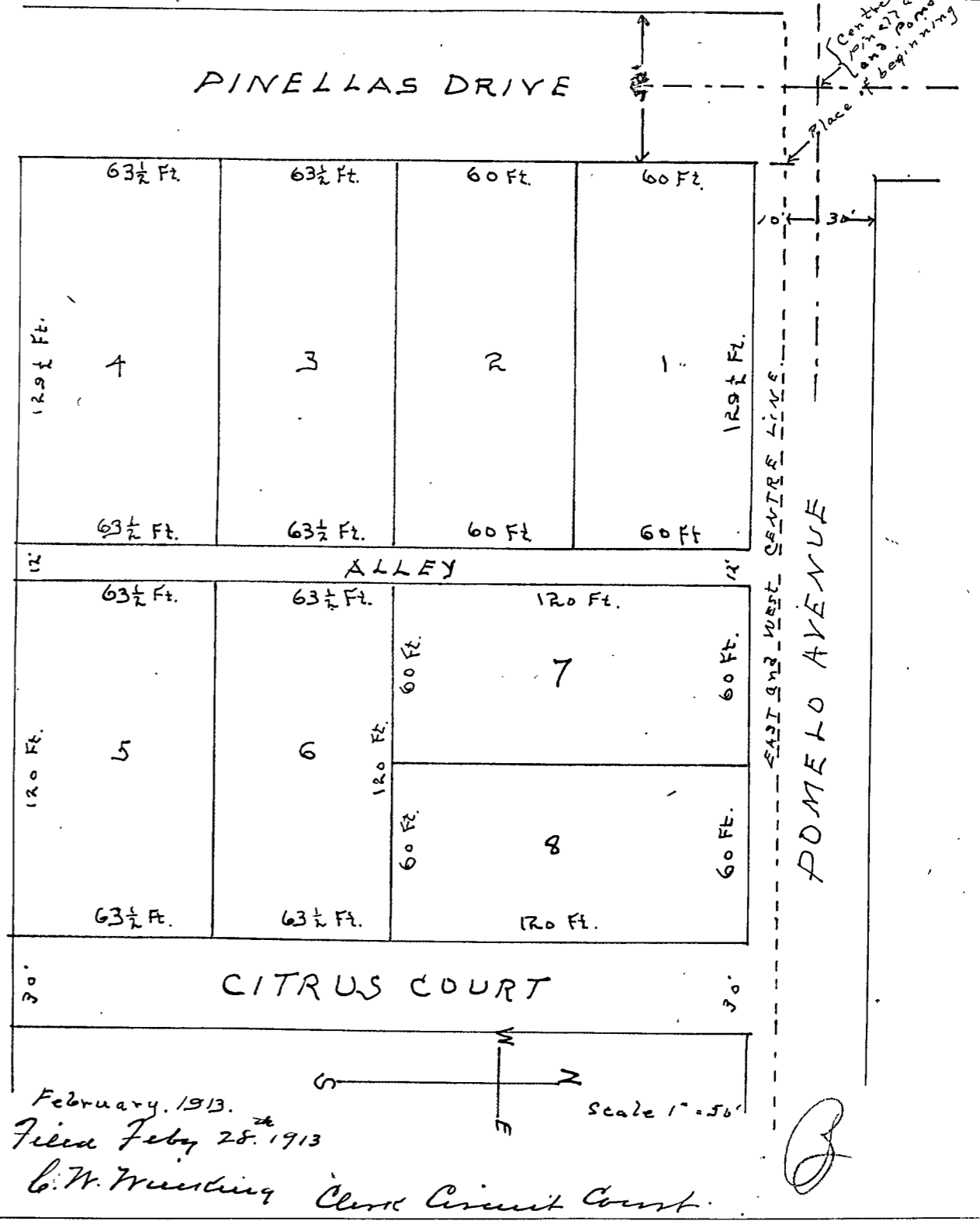
ORDINANCE OF PARTIAL VACATION OF  
**Lake Butler Heights**  
SUBDIVISION HAS BEEN RECORDED IN  
O. R. BOOK **3921** PAGE **782**  
ON **11-13-1972**  
HAROLD MULLENDORE  
Clerk of the Circuit Court  
BY: **Patricia Bunk** Deputy Clerk

### "Bideawee Sub-Division"

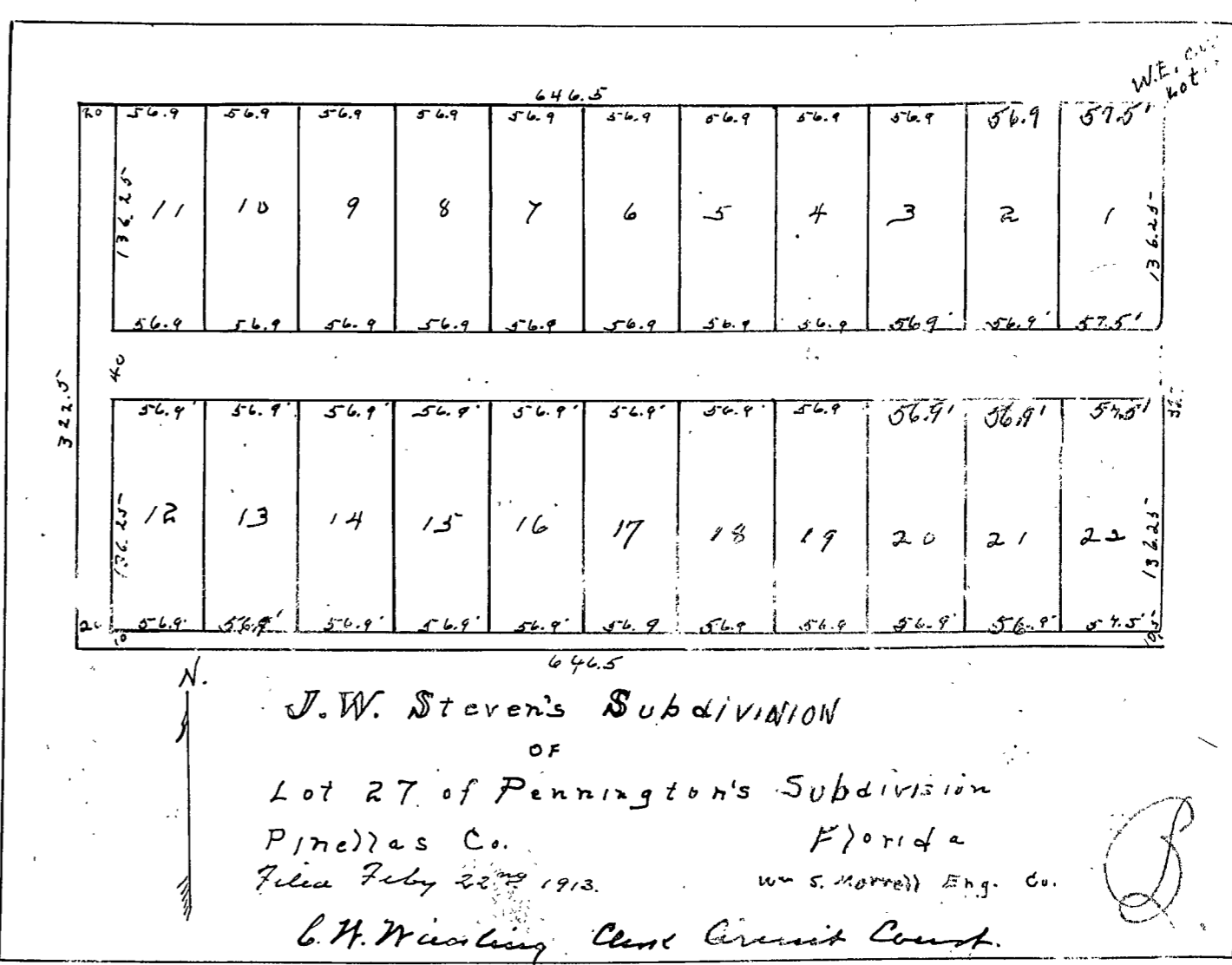
A SUBURB OF  
ST. PETERSBURG  
PINELLAS COUNTY, FLA.

Being a Sub-Division of a portion of Lot One (1) of Benton's Sub-Division of Section Thirty One (31) Township Thirty One (31) S. Range Seventeen (17) East as follows:-

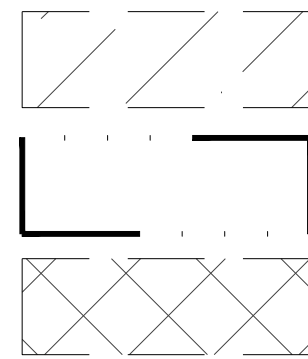
Commencing Eighteen hundred and fifty seven and eight tenths (1857.8) feet East of Government quarter post on the west line of said Section Thirty One (31), Thence South Two hundred and Fifty Seven (257) feet; Thence East Two hundred and Ninety One and five tenths (291.5) feet; Thence North Two hundred and Fifty Seven (257) feet, to the E and W Centre line of said Section Thirty One (31); Thence West Two hundred and Ninety One and five tenths (291.5) feet to place of beginning.



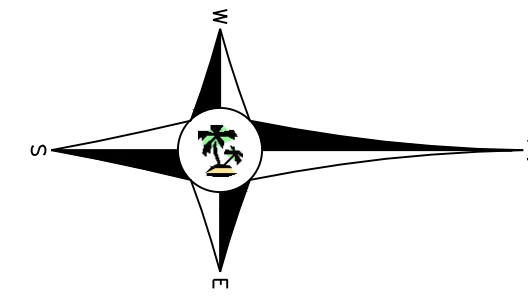
February 28, 1913.  
Filed Feb 28 1913  
C. W. Wierling, Clerk Circuit Court.



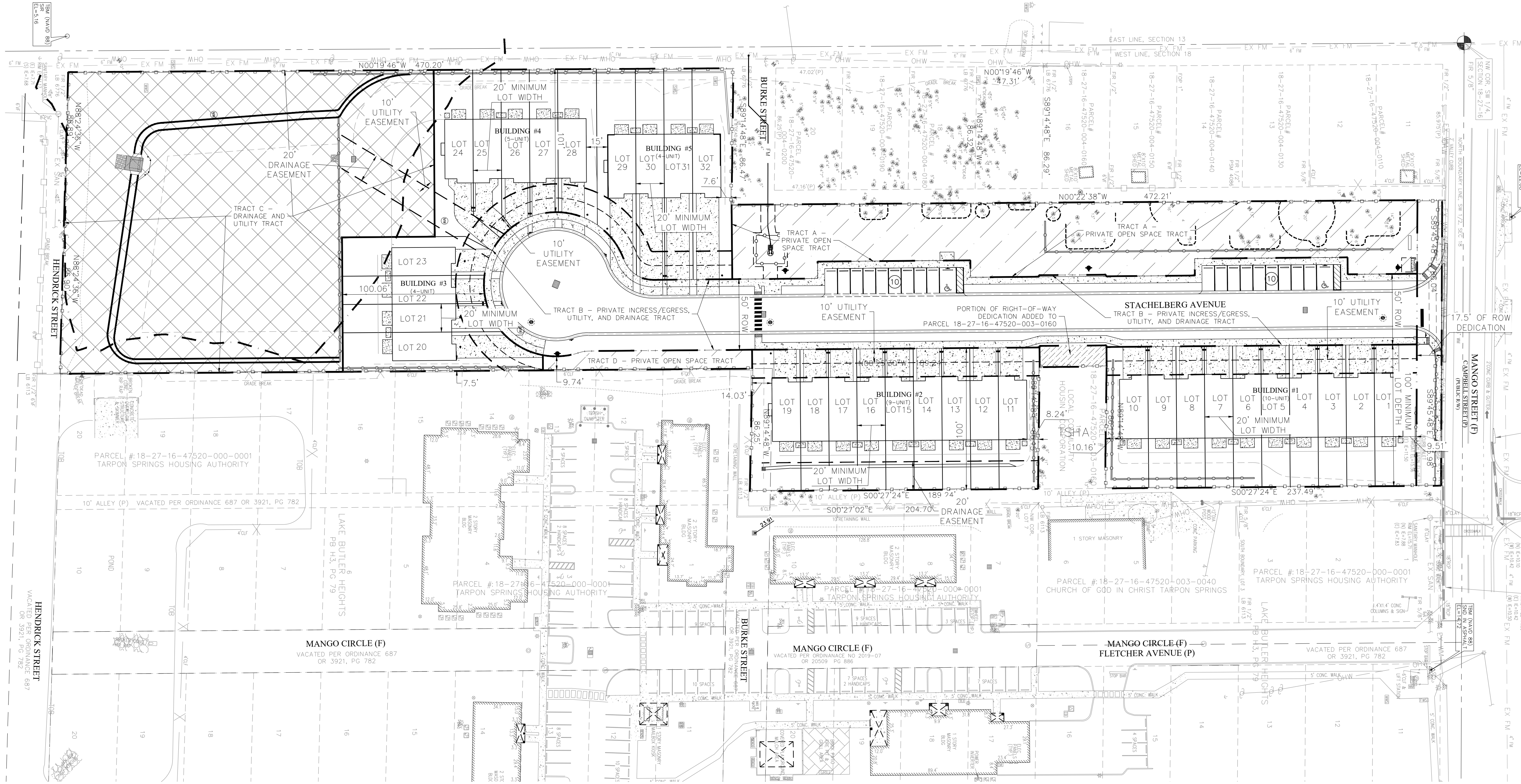
J.W. Steven's Sub-Division  
OF  
Lot 27 of Pennington's Sub-Division  
Pinellas Co. Florida  
Filed Feb 22 1913. W. S. Morrell Eng. Co.  
C. W. Wierling, Clerk Circuit Court.



TRACT A, D, E - PRIVATE OPEN SPACE TRACT  
 TRACT B - PRIVATE INGRESS/EGRESS, UTILITY, AND DRAINAGE TRACT  
 TRACT C - DRAINAGE AND UTILITY TRACT



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DESIGNED: MDS  
 DRAWN: CC4  
 CHECKED: MDS  
 QC: [blank]

**Gulf Coast Consulting, Inc.**  
 Land Development Consulting  
 ENGINEERING TRANSPORTATION PLANNING PERMITTING  
 13825 ICOT BLVD., SUITE 605  
 Clearwater, Florida 33760  
 Phone: (727) 524-1818 Fax: (727) 524-6090  
 WWW.GULFCOASTCONSULTINGINC.COM

PREPARED FOR:

**HP CAPITAL GROUP 6, LLC**  
 9800 4TH STREET NORTH, SUITE 200  
 ST PETERSBURG, FL 33702  
 PHONE (727) 735-1711

SHEET DESCRIPTION:

**MANGO ST TOWNHOMES**  
 PRELIMINARY PLAT

NO.	DATE	REVISIONS
1	07/31/25	REVISED PER CITY OF TARPON SPRINGS COMMENTS

MATTHIAS D. SYLVERIAN  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 91730

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MATTHIAS D. SYLVERIAN ON THE DATE INDICATED HERE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

APPROVED BY: [Signature]

DATE: 02/26/24

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MATTHIAS D. SYLVERIAN, P.E. #91730  
 NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER  
 GULF COAST CONSULTING, INC.  
 CERTIFICATE OF AUTHORIZATION NO. 9774

JOB NO. 21-069  
 SHEET: 02/26/24

Mango Street Townhomes - Roadway Vacation Fee Based on 2025 Assessed Values

Lot Line(s) Border On:

No	Parcel ID	Lots	Block	Subdivision	Stachelberg	Unnamed Alley	Burke St	Dimensions	Lot Area (square feet)	2025 Assessed Value	2025 Just Value	Value per Square Foot
1	18-27-16-47520-004-0010	1 - 5	D	Lake Butler Heights	X			86.3 x 236.5	20,409.95	\$40,748.00	\$40,748.00	\$2.00
2	18-27-16-47520-003-0110	11-15	C	Lake Butler Heights	X			85.9 x 236.5	20,315.35	\$40,748.00	\$40,748.00	\$2.01
3	18-27-16-47520-004-0060	6	D	Lake Butler Heights	X			86.3 x 47.3	4,081.99	\$7,738.00	\$7,738.00	\$1.90
4	18-27-16-47520-004-0070	7-10	D	Lake Butler Heights	X			86.2 x 189.6	16,265.00	\$32,667.00	\$32,667.00	\$2.01
5	18-27-16-47520-003-0160	16	C	Lake Butler Heights	X			86.2 x 47.3	4,077.00	\$10,239.00	\$12,898.00	\$2.51
6	18-27-16-47520-003-0170	17	C	Lake Butler Heights	X			86.2 x 47.3	4,077.00	\$12,898.00	\$12,898.00	\$3.16
7	18-27-16-47520-003-0180	18	C	Lake Butler Heights	X			86.2 x 47.3	4,082.00	\$12,898.00	\$12,898.00	\$3.16
8	18-27-16-47520-003-0190	19	C	Lake Butler Heights	X			86.2 x 47.3	4,082.00	\$12,898.00	\$12,898.00	\$3.16
9	18-27-16-47520-003-0200*	20	C	Lake Butler Heights	X		X	86.2 x 47.3	4,082.00	\$12,898.00	\$12,898.00	\$3.16
10	18-27-16-47520-005-0010	1-19	E	Lake Butler Heights	X	X	X	86.2 x 423	77,140.00	\$92,253.00	\$92,253.00	\$1.20
								86.2 x 470				
11	18-27-16-47520-005-0200	20	E	Lake Butler Heights		X		86.5 x 47	4,034.00	\$7,657.00	\$7,657.00	\$1.90
									<b>162,646.29</b>	<b>\$283,642.00</b>	<b>Average:</b>	<b>\$1.74</b>

Street	Dimensions	Area	Value	Notes
Stachelberg North		32,320		This dimensional area excludes the northern 17.5 feet of Stachelberg Ave ROW to be reserved.
Stachelberg South				
Burke West				
Burke East				
alley		4,715		
		<b>37,035</b>	<b>x \$1.74 = \$64,440.90</b>	50% of appraised value of ROW to be vacated = <b>\$32,220.45</b>

**NOTICE OF PROPOSED VACATION**

The City of Tarpon Springs, Florida, proposes to adopt the following Ordinance:

**ORDINANCE 2026-11**

**AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, VACATING A PORTION OF THE LAKE BUTLER HEIGHTS SUBDIVISION PLAT (PLAT BOOK 3 PAGE 5) INCLUDING BLOCK C LOTS 11 THROUGH 15, BLOCK C LOTS 17 THROUGH 20, BLOCK D LOTS 1 THROUGH 10, AND BLOCK E LOTS 1 THROUGH 20, AND, ABANDONING 37,035 SQUARE FEET, MORE OR LESS, OF THE FOLLOWING RIGHT-OF-WAY: A PORTION OF STACHELBERG AVENUE LOCATED ADJACENT TO BLOCKS C, D, E AND F, A PORTION OF BURKE STREET LOCATED ADJACENT TO BLOCKS C, D, E, AND F, AND AN ALLEY LOCATED ADJACENT TO THE ENTIRETY OF BLOCK E; PROVIDING FOR CONDITIONS; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDATION IN THE PUBLIC RECORDS OF PINELLAS COUNTY AND PROVIDING AN EFFECTIVE DATE.**

Public hearings on the proposed ordinance will be held before the **Board of Commissioners at 6:00 P.M.**, on the following dates:

**TUESDAY, June 23, 2026 (1<sup>ST</sup> Reading)**  
**TUESDAY, July 14, 2026 (2<sup>nd</sup> Reading)**

**THE BOARD OF COMMISSIONERS PUBLIC HEARINGS WILL BE HELD IN THE CITY HALL AUDITORIUM, 324 EAST PINE STREET, TARPON SPRINGS, FLORIDA.**

Said hearings may be continued from time to time pending Adjournment. All interested parties are invited to attend these meetings to express your views or to present facts in the case. If a person decides to appeal any decision made by the Board of Commissioners with respect to any matter considered at these meetings or hearings, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Written comments may be addressed to the Planning & Zoning Department, (Phone (727) 942-5611}, City of Tarpon Springs, P.O. Box 5004, Tarpon Springs, Florida 34688-5004. Written comments will become a part of the record. Materials related to this ordinance, including the complete legal description of the subject property by metes and bounds, may be inspected at the City Clerk's office or the Planning & Zoning Department during City Hall business hours. Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or FAX a written request to (727) 943-4651.

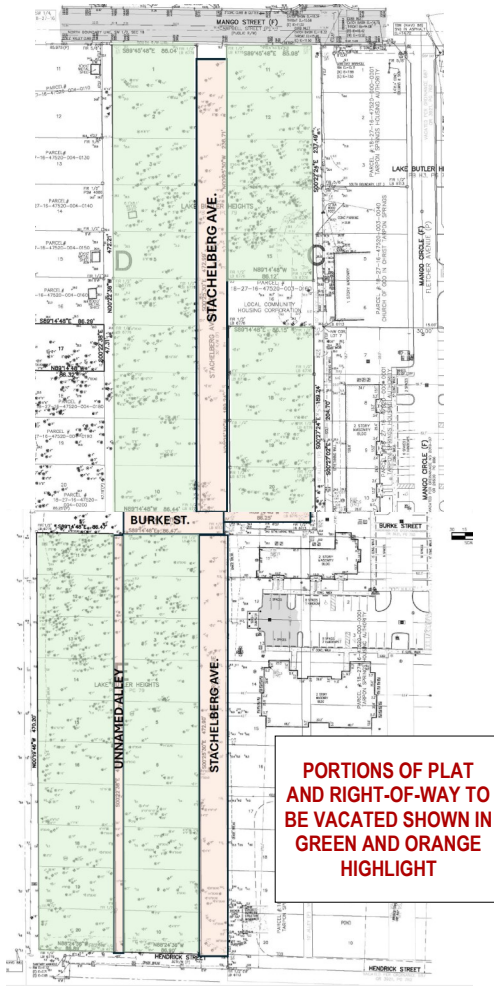
**PLEASE REFERENCE APPLICATION 24-58**

City of Tarpon Springs  
Planning & Zoning Department  
324 East Pine Street  
Tarpon Springs, FL 34689

**NOTICE OF UPCOMING PUBLIC HEARING REGARDING #26-58**

Please review the information on the **reverse side** of this card carefully!! If you have any questions regarding this matter, please call our office at (727) 942-5611

«AddressBlock»



**Application Description:** The applicant is requesting to vacate a portion of the Lake Butler Heights Subdivision Plat (Plat Book 3, Page 5) including portions of the right-of-way of Stachelberg Avenue, Burke Street, and an unnamed alley.

Please be advised that the **Board of Commissioners** will hold two (2) public hearings on this matter on **Tuesday, June 23, 2026** and **Tuesday, July 14, 2026**. The meetings will be held at 6:00 p.m. in the **Auditorium** in **City Hall at 324 East Pine Street, Tarpon Springs, FL 34689**. All interested parties are invited to attend these meetings to express their views or to present facts in the case. Written correspondence may be directed to the City of Tarpon Springs, Planning and Zoning Department, 324 East Pine Street, Tarpon Springs, FL 34689, or you may email your concerns to ([planning@ctsfl.us](mailto:planning@ctsfl.us)).

Materials related to this application may be inspected at the Planning & Zoning Department during City Hall business hours, or may be viewed online at [www.ctsfl.us](http://www.ctsfl.us). Any person with a disability requiring reasonable accommodation in order to participate in these meetings should call (727) 942-5611 or email a written request to [planning@ctsfl.us](mailto:planning@ctsfl.us).

**(Please Reference Applications #26-58)**



## Memorandum

**Date:** June 23, 2026  
**To:** Mayor and Board of Commissioners  
**Through:** Mark LeCouris, City Manager  
**From:** Alexandra Keen, Interim Planning Director  
**Subject:** **Resolution 2026-22;** Site Plan Revision to Remove Condition #7 from Resolution 2022-42 for property located at 121 E. Tarpon Ave. **(Application 26-34)(Allie Keen, Interim Planning Director)(Quasi-Judicial)**

### Recommendation

Staff is recommending **approval of Resolution 2026-22** to modify Site Plan Approval Resolution 2022-42 by removing Condition #7 of that resolution.

### Background

The owner, CRDV Tarpon Springs LLC, received Site Plan approval for the “COhatch Tarpon Springs” restaurant and office space at 121 East Tarpon Avenue under Resolution 2022-42, adopted on January 24, 2023. That resolution contained the following condition #7:

“7. COhatch shall provide for parking associated with building an additional 6,750 square feet. This additional parking shall be required until such time that a City-sponsored parking solution is implemented, or a formal parking study indicates that the additional parking is not needed.”

The applicant obtained a parking lot lease to provide a minimum of 18 parking spaces, as required.

Since 2021, the City has been implementing parking expansion solutions by adding new parking spaces, improving operational efforts for greater availability, and, expanding public awareness of parking availability.

### Planning and Zoning Board Recommendation

The Planning and Zoning Board reviewed this item at their regular meeting of June 15, 2026 with 6 members present. The Board voted to approve Resolution 2026-22 with one member dissenting. Four (4) members of the public provided comment.

### Funding

Not applicable.

### Strategic Plan Objective

Not applicable.





## MEMORANDUM

**To:** Planning and Zoning Board

**From:** Allie Keen, Interim Planning Director

**Date:** June 15, 2026

**Subject:** **Resolution 2026-22**, Application 26-34 to Modify Site Plan Approval Resolution 2022-42 for "COhatch Tarpon Springs" Restaurant and Office Space.

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### RECOMMENDATION:

Staff is recommending **approval** of **Resolution 2026-22** to modify Site Plan Approval Resolution 2022-42 by removing Condition #7 of that resolution.

### BACKGROUND:

The owner, CRDV Tarpon Springs LLC, received Site Plan approval for the "COhatch Tarpon Springs" restaurant and office space at 121 East Tarpon Avenue under Resolution 2022-42, adopted on January 24, 2023. That resolution contained the following condition #7:

"7. COhatch shall provide for parking associated with building an additional 6,750 square feet. This additional parking shall be required until such time that a City-sponsored parking solution is implemented, or a formal parking study indicates that the additional parking is not needed."

The applicant obtained a parking lot lease to provide a minimum of 18 parking spaces. A Certificate of Occupancy for COhatch Tarpon Springs was issued in December 2024. The City has been implementing multiple solutions for new parking in the downtown area (see attached narrative) including:

- Availability of 325 public parking spaces owned or leased by the City,
- Initiation of 2-hour parking on the 100 block of East Tarpon Avenue to discourage all-day parking,
- Installation of banners at all Downtown lots indicating "Free Parking,"
- Installation of 7 municipal parking directional signs, and,
- Provision of new Explore Tarpon Springs Walking Map showing locations of parking lots.

The above efforts have added new parking spaces, improved operational efforts to ensure parking rotation for greater availability, and, expanded public awareness of parking availability.

The City issued a request for proposals (RFP) for a formal parking study in 2023 and received bids from 4 respondents. The tabulation of bids was presented to the Board of Commissioners (BOC) on September 5, 2023. The BOC voted unanimously to reject all bids and did not direct staff to issue a new RFP.

The need for 18 additional parking spaces required by condition #7 of Resolution 2022-42 has been fulfilled through the City-sponsored parking solutions listed above.

# COHATCH TARPON SPRINGS SITE PLAN MODIFICATION #26-34

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Planning & Zoning Board Meeting – June 15, 2026

Board of Commissioners Meeting – June 23, 2026



# REQUEST

## #26-34 – Site Plan Modification – COhatch Tarpon Springs, 121 E Tarpon Ave

### Resolution 2026-22: Request to remove Condition #7 from Site Plan Approval Resolution 2022-42 (adopted 1/24/2023)

- Cond. #7: COhatch shall provide for parking associated with building an additional 6,750 sqft. This additional parking shall be required until such time that a City-sponsored parking solution is implemented, or a formal parking study indicates that the additional parking is not needed.
- Applicant's current parking lease provides for the 18 spaces.
- City-sponsored parking solutions have been implemented and continue to be pursued since Resolution 2022-42 was adopted.
- Smartcode does not require parking for the T5b Transect for existing/proposed developments because public parking is available within a 5-minute walk of the property.

**Owner/Applicant:** CRDV Tarpon Springs, LLC.

**Agent:** Cody Bracy

# DOWNTOWN PARKING TIMELINE 2018-2026

## Pre-Existing

- 109 spaces: Orange/Safford, Court/Safford City lots, Mother Meres lot
- 284 spaces: On-street spaces (marked and unmarked)
- 54 spaces: Library

## Expansions

- 2018: 30 new spaces completed at City's new Ring Avenue lot
- 2020: 30 new spaces from reconstruction of W. Court St.
- 2021-2022: 68 spaces leased by City at Cosgrove-Saroukos lot (116 S. Pinellas Ave.)
- 2022: 33 spaces leased by City at St. Nicholas lot (Orange & Hibiscus)
- 2025: 11 new on-street spaces from curb removal/restriping: Tarpon Ave & Court St.
- 2026: 35 spaces leased by City at Truist Bank (after 6 pm daily and all hours on weekends)

## Enhancements

- 2026: Posted 2-hour parking limit implemented in 100 block of E. Tarpon Ave.
- 2026: "Free Parking" Banners and Directional Signage installed.
- 2026: Walking map with parking lots identified printed/distributed.

# STAFF RECOMMENDATION

Staff recommends ***approval*** of Resolution 2026-22 to remove Condition #7 from Resolution 2022-42, allowing the applicant to terminate the current parking lease.

## PLANNING & ZONING BOARD RECOMMENDATION

The Planning and Zoning Board reviewed this item at their regular meeting of June 15, 2026 with 6 members in attendance. The Board voted to ***approve*** Resolution 2026-22, with one member dissenting.

Four (4) members of the public provided comments.

# DOWNTOWN TARPON SPRINGS PUBLIC PARKING



**LEGEND**

- Municipal Public Parking (Total Spaces = 325 Regular / 4 EV)
- # Number of Spaces     # Number of EV Charging Spaces
- Truist Bank Parking Lot\*  
*\*Available for public after 6 P.M. Monday thru Friday and all hours Saturday & Sunday*
- Marked On-Street Parking Spaces (Total Spaces = 212)
- Unmarked On-Street Parking Spaces\*\* (Total Spaces = 72)  
*\*\*Estimated, no striping*



**RESOLUTION NO. 2026-22**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #26-34 REQUESTING MODIFICATION OF SITE PLAN APPROVAL RESOLUTION 2022-42 FOR COHATCH TARPON SPRINGS, LOCATED AT 121 EAST TARPON AVENUE, TO REMOVE CONDITION #7 REQUIRING THE PROVISION OF PARKING; PROVIDING FOR FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Tarpon Springs adopted Resolution 2022-42 on January 24, 2023 approving a Site Plan for construction of the “COhatch Tarpon Springs” restaurant and office space; and

**WHEREAS**, Condition #7 of Resolution 2022-42 requires the provision of parking for 18 vehicles in order to serve 6,750 square feet of floor area “until such time that a City-sponsored parking solution is implemented, or a formal parking study indicates that the additional parking is not needed”; and

**WHEREAS**, the applicant has fulfilled the requirement under condition #7 of Resolution 2022-42 through the execution of a parking lot lease; and

**WHEREAS**, the City of Tarpon Springs has since implemented the aforementioned parking solution by providing additional parking spaces, operational improvements, and a public awareness campaign for the Downtown area serving the COhatch Tarpon Springs and nearby properties; and

**WHEREAS**, the applicant is now requesting the modification of Resolution 2022-42 to remove the parking requirement due to subsequent implementation of City-sponsored parking solutions obviating the need for the applicant to provide additional parking; and

**WHEREAS**, Section 210.05(C) of the Comprehensive Zoning and Land Development Code requires that revisions to approved site plans, including amendments to approval conditions, may only be authorized pursuant to a site plan approval process; and

**WHEREAS**, the Planning and Zoning Board held a public hearing on this application at its meeting of June 15, 2026; and

**WHEREAS**, pursuant to Section 210.03(C) of the Comprehensive Zoning and Land Development Code, the Board of Commissioners must approve, deny or approve subject to conditions, each application for site plan approval; and

**WHEREAS**, written legal notice of this action has been provided in accordance with Article XII of the Comprehensive Zoning and Land Development Code.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:**

**SECTION 1: SITE PLAN FINDINGS**

Application Number 26-34 meets the criteria for approving a Site Plan as set forth in Section 210.04 of the Land Development Code.

**SECTION 2: SITE PLAN APPROVAL**

Site Plan Approval Resolution 2022-42 for property located at 121 East Tarpon Avenue and further described in Exhibit A, is hereby modified to remove Condition #7 (stated in Exhibit B) in its entirety.

**SECTION 3: EFFECTIVE DATE**

This Resolution shall be effective upon adoption in the manner provided by law.

**Exhibit A. Legal Description**

“The East ½ of Lot 7 and the West ½ of Lot 8, Owners Division according to the Plat Thereof recorded in Plat Book 19 Page 77, of the public records of Pinellas County, Florida, And, The West 2.2 Feet of the East ½ of Lot 8, Owners Division according to the Plat Thereof recorded in Plat Book 19 Page 77, of the public records of Pinellas County, Florida,”

**Exhibit B. Resolution 2022-42 Condition #7**

“CoHatch shall provide for parking associated with building an additional 6,750 square feet. This additional parking shall be required until such time that a City-sponsored parking solution is implemented, or a formal parking study indicates that the additional parking is not needed.”

CRDV LLC  
1733 W. Lane Avenue  
Columbus, OH 43221

April 13, 2026

City of Tarpon Springs Board of Commissioners  
324 E Pine Street  
Tarpon Springs, FL 34689

**Re: Request to Remove Conditional Parking Requirement Property: 123 E. Tarpon Avenue (COhatch Tarpon Springs) Resolution No. 2022-42**

Dear Mayor Koulianos and Members of the Board of Commissioners,

We appreciate the City's partnership and support in bringing the COhatch Tarpon Springs project to life. We are proud to be part of the continued growth of downtown and remain committed to being a strong community partner.

As you know, pursuant to Resolution No. 2022-42, COhatch agreed to provide additional parking associated with the building addition, equating to approximately 6,750 square feet, until such time as a City-sponsored parking solution is implemented or a formal parking study indicates that the additional parking is no longer required.

We are writing to formally request that the City remove this conditional requirement based on the following:

1. **Original Intent of the Condition Has Been Fulfilled**  
COhatch agreed to this condition during a period when the City was actively evaluating perceived downtown parking constraints. The condition was intended to be temporary and contingent upon broader City-led solutions.
2. **The City Has Made Significant Progress Expanding Parking Supply**  
Since approval of the project, the City and CRA have meaningfully increased parking availability and improved parking management, including:
  - Creation of nearly 190 new parking spaces
  - Addition of 141 leased parking spaces (2021–2025)
  - Installation of 2-hour parking zones to promote turnover
  - Installation of "Free Parking" signage across municipal lots
  - Installation of directional signage throughout downtown

These actions have materially addressed the concerns that existed at the time of approval.

3. Current Conditions Demonstrate Adequate Parking Supply

Based on actual operations:

- COhatch is at or near full office capacity
- There remains ample available parking in the surrounding area
- The frequently cited 68-space lot at S. Pinellas / W. Court remains underutilized
- Conversations with stakeholders now center on wayfinding and awareness, not lack of supply

4. COhatch Has Taken Responsible Operational Measures

We have proactively worked with neighboring businesses to ensure:

- COhatch members do not utilize parallel street parking
- Parking behavior supports retail turnover and downtown vitality

5. Designated Overflow Parking Has Not Been Needed

The overflow parking arrangement with the United Methodist Church has:

- Never been utilized, even during peak demand periods (Epiphany, festivals, high season)

6. The Condition is No Longer Necessary Under the Resolution Standard

The resolution explicitly contemplated removal of the requirement upon:

- Implementation of a City parking solution ~~or~~
- Evidence that additional parking is no longer required

We believe both thresholds have now been met.

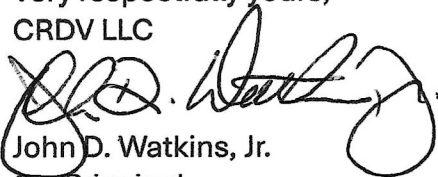
Accordingly, we respectfully request that the City:

**Formally eliminate the conditional requirement for COhatch to secure or provide 18 additional parking spaces, as outlined in Resolution No. 2022-42.**

We remain committed to working collaboratively with the City to support a vibrant and accessible downtown. We would welcome the opportunity to present this request and supporting data at an upcoming meeting.

Thank you for your leadership and continued partnership.

Very respectfully yours,  
CRDV LLC



John D. Watkins, Jr.  
Co-Principal

## Lease Agreement

THIS LEASE AGREEMENT ("Lease") is entered into and made effective as of this 22nd day of March 2024 (the "Effective Date"), between FIRST UNITED METHODIST CHURCH TARPON SPRINGS INC ("Landlord") and CRDV TARPON SPRINGS, LLC, a Delaware limited liability company ("Tenant").

WITNESSETH: that, in consideration of the mutual covenants hereinafter contained, and each act performed hereunder by either of the parties, Landlord and Tenant agree as follows:

1. **Demised Premises.** Landlord hereby leases and demises to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this Lease, the land commonly known as MAGNOLIA CT, TARPON SPRINGS, FL 34689 (Parcel Number 12-27-15-54396-001-0100), consisting of approximately 13,298 square feet, more or less (the "Demised Premises" or "Land"), together with: (i) use of ~~at least~~ <sup>we</sup> eighteen (18) parking spaces from 8 a.m. until 5:00 p.m. Monday through Friday in the parking facilities south of the Methodist Church building at 501 E. Tarpon Ave., Tarpon Springs, FL 34689 (the "Property"); including its employees and invitees, use of such parking facilities upon request. The Landlord reserves the right to change the underlying property, build a new building on the Premises, and relocate the parking this lease grants to the Tenant to another location, so long as that other location is substantially similar to the first. The tenant has the right to terminate the Lease if the Tenant objects to being relocated.

2. **Term and Renewal.**

2.1 **Term; Possession; Rent Commencement.** Possession of the Demised Premises shall be as of the Effective Date provided the First Month's rent is paid in full. The original term of this Lease (the "Original Term") shall be for a period of twelve (12) months, commencing on May 1, 2024 (the "Commencement Date") and expiring April 30, 2025 at 12 o'clock midnight, local time (the "Termination Date"), unless sooner terminated in accordance with this Lease or unless renewed pursuant to Section 2.3. Notwithstanding the foregoing, Landlord may enforce, and Tenant agrees to be bound by the terms and conditions of this Lease as of the Effective Date.

2.2 **Delay.** If delivery of possession of the Demised Premises shall be delayed beyond the Commencement Date by an act or omission of Landlord, Tenant's obligation to pay Rent (hereinafter defined), shall be suspended and abated until possession of the Demised Premises is delivered to Tenant. In the event of such a delay, it is understood and agreed by Tenant that (a) in no event shall Landlord be liable to Tenant for any loss, damages or costs resulting from such delay, including without limitation, any incidental and/or consequential damages, and (b) the Commencement Date shall be postponed until delivery of possession of the Demised Premises and the Termination Date shall be correspondingly extended.

2.3 **Renewal.** This Lease and the Term hereof shall be automatically extended for another one (1) year period (each a "Renewal Term"), unless either party shall advise the other in writing no later than

Premises. Tenant's obligations to pay Base Rent shall not be reduced by any reimbursement for special costs pursuant to this Section 3.4, nor shall any reimbursement for special costs pursuant to this Section 3.4 be factored or considered in any manner in calculating the same.

#### **4. Use and Occupancy**

**4.1 Use.** The Demised Premises shall be used by Tenant for the parking of cars, vans, and other passenger vehicles and motorcycles used by its agents, employees, consultants, affiliates, guests, invitees and third party assignees, sublessors and designees in the conduct of Tenant's coworking and event space business. Storage of bicycles, household items, combustibles, contraband, furniture, tools, boxes, and other personal effects is hereby expressly prohibited.

**4.2 Vehicles shall not be on blocks.** Unless otherwise specified in Section 8 below, dead or non-functioning vehicles shall not be parked or stored in the Parking Space or anywhere in the Parking Area. Vehicle maintenance and repair, including without limitation oil changes and changing tires, shall not be done in the Parking Space or Parking Area. If a vehicle requires repair, Lessee shall tow the vehicle, at Lessee's sole cost and expense, off premises to a suitable location to effect such repairs. Lessee shall not load/unload in the Parking Area and shall not block any aisles, other (non-assigned) parking areas, or other areas within the Parking Area.

**4.3 Right to Tow Vehicle.** To the maximum extent permitted by applicable law, Landlord reserves the right to tow or have any vehicles towed if Tenant permits a vehicle to be parked on or to use the Demised Premises in violation of this Lease after providing advance written notice to Tenant; provided, however, if any vehicle is parked illegally, is blocking an aisle or other parking spot, is parked in the wrong assigned space, presents a hazardous threat or danger, or as otherwise required by law enforcement, prior notice of towing shall not be required.

**4.4 Condition.** Landlord shall deliver the Demised Premises in a condition satisfactory for Tenant's intended use specified in Section 4.1. Tenant shall not use the Demised Premises or fail to maintain the Demised Premises in any manner constituting a violation of any ordinance, statute, regulation or order of any governmental authority, including, but not limited to, those governing zoning, health, safety and occupational hazards, handicapped access, and pollution and environmental control. Tenant shall not do or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Property or injure them, and it shall not make any changes in its operation of the Demised Premises which will adversely affect the value of the Demised Premises and/or the Property as a whole or which are prohibited by, or may increase the premium rates for, any public liability, property damage, and/or fire or extended coverage insurance policies for or relating to the Demised Premises, the Property, and Landlord.

**4.5 Signs/Advertising.** The Tenant will, solely at their own expense, install signage in and around the Demised Premises that will:

- (a) Define the boundaries of the designated parking area allotted for the Tenant's use;

holder) naming Landlord (and its employees and agents) and any first mortgage lien holder of the Demised Premises (if requested by Landlord) as additional insureds, and upon request, Tenant will furnish Landlord with a duplicate original of the policies insuring the risks referred to in this Section. Each such policy and certificate shall provide that the carrier shall not terminate the policy or amend the policy during the term without giving Landlord thirty (30) days prior written notice.

6.3 Insurance Policies. Insurance required hereunder to be maintained by Tenant shall be in companies rated AAA or better in "Best's Insurance Guide". Tenant shall deliver to Landlord copies of policies of the insurance required to be maintained by Tenant hereunder or certificates evidencing the existence and amount of such insurance with loss payable clauses satisfactory to Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days' prior written notice to Landlord. Tenant shall, within thirty (30) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies maintained by Landlord or Tenant. Tenant shall not at any time during the Term change its stock of goods or its way of doing business in the Demised Premises which will in any way tend to increase the insurance rates upon any building comprising a part of the Property. Tenant shall pay to the Landlord upon demand, as an item of additional Rent, the entire amount of any increase in fire and extended coverage insurance premiums that may be charged during the Term on the amount of insurance to be carried by Landlord on any portions of the Property resulting from the foregoing or from any act of Tenant which shall increase the insurance rates upon any part of the Property, whether or not Landlord shall have consented to such act or omission of Tenant. In the event of a dispute with regard to the amount of any such increase in insurance premiums, a schedule or statement from the company providing the insurance coverage to be maintained by this Section 6 and the reason or reasons for such premium increase shall be deemed conclusive.

6.4 Indemnity. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Demised Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Demised Premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from the ~~gross~~ negligence or willful misconduct of Tenant, or any of Tenant's agents, contractors or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Demised Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

6.5 Exemption of Landlord from Liability. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares,

remind gross

(c) The filing or execution or occurrence of: an involuntary petition in bankruptcy against Tenant that is not dismissed within sixty (60) days after the filing thereof; a petition against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, that is not dismissed within sixty (60) days after the filing thereof; a general assignment for the benefit of creditors by Tenant; or the taking by any part of the leasehold created hereby, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity.

(d) If Tenant is other than a natural person, the dissolution, whether voluntarily or involuntarily, of such entity or any other termination or suspension of such entity's legal authority to do business in the State of Florida.

For purposes of this Paragraph 7, the term "Tenant" includes any assignee, subtenant, or guarantor of Tenant. This provision shall not, however, be construed to permit the assignment of this Lease, nor the subletting of the Demised Premises, except as may otherwise be permitted hereby. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary proceedings or otherwise, and in no event, shall this Lease or any rights or privileges hereunder be an asset of Tenant or any of the persons constituting Tenant under any bankruptcy, insolvency or reorganization proceedings.

#### **8. Landlord's Remedies.**

8.1 Upon the occurrence of any Event of Default, Landlord may, at its option, in addition to any other remedy or right it has hereunder, at law or equity:

(a) Re-enter the Demised Premises, without demand or notice, and resume possession by an action in law or equity or by force or otherwise and without being liable in trespass or for any damages and without terminating this Lease. Landlord may remove all persons and property from the Demised Premises and such property may be removed and stored at the cost of Tenant.

(b) Terminate this Lease at any time upon the date specified in a notice to Tenant. Tenant's liability for damages shall survive such termination. Upon termination, such damages recoverable by Landlord from Tenant shall, at Landlord's option, be either an amount equal to "Liquidated Damages" or an amount equal to "Indemnity Payments."

"Liquidated Damages" means an amount equal to the excess of the Rent provided for in this Lease that would have been payable hereunder by Tenant, had this Lease not so terminated, for the period commencing with such termination and ending with the date set for the expiration of the Original Term or any applicable Renewal Term Tenant elects ("Unexpired Term"), over the reasonable rental value of the Demised Premises for the Unexpired Term.

"Indemnity Payments" means an amount equal to the Rent and other payments provided for in this Lease that would have become due and owing hereunder from time to time during the Unexpired

8.3 Landlord shall in no event be charged with default in the performance of its obligation under this Lease unless and until Landlord shall have received written notice from Tenant specifying wherein Landlord has failed to perform any obligation hereunder, and Landlord shall have failed to perform such obligation, or remedy such default, within ~~ten (10)~~ <sup>30</sup> days of such notice from Tenant (or shall then have failed in good faith to start and be diligently pursuing the cure of any such default which reasonably takes longer than ~~10~~ <sup>30</sup> days to cure).

9. **Attorneys Fees.** Tenant shall pay the Landlord's reasonable legal costs and attorneys' fees incurred in successfully enforcing against the Tenant any covenant, term or condition of this Lease.

10. **Tenant's Right to Terminate.** Notwithstanding all other provisions in this Lease, in the event the Town of Tarpon Springs determines that the ~~Parking Area North of the Methodist Church~~ cannot be applied to satisfy the condition of smartcode approved by the Planning and Zoning Board RESOLUTION NO. 2022-42 (Section 3 Item 7) regarding off-street parking for property located at 123 E. Tarpon Ave. or applies conditions to such approval as are not reasonably acceptable to Tenant, this Lease shall terminate upon thirty (30) days written notice to Landlord from Tenant.

11. **Limitation of Landlord's Liability.** Notwithstanding any other provision of this Lease, Tenant agrees that no officer, director, agent, partner, or employee of Landlord or any subsequent owners of the Property shall be responsible or liable for the performance or non-performance or any agreement, covenant or obligation of Landlord in this Lease in his or her individual or personal capacity. Further, if Landlord shall fail to perform or observe any term, covenant, condition or obligation required to be performed or observed by it under this Lease, and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title, and interest in and to the Demised Premises for the collection of such judgment, that being the sole asset to which Tenant may look for payment of any such judgment; and Tenant agrees that no other assets of Landlord, wherever situated, shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment and that Landlord shall not be liable for any deficiency. The references to "Landlord" in this Lease shall be limited to mean and include only the owner or owners, at the time, of the fee simple interest in the Demised Premises. In the event of a sale or transfer of such interest (except a mortgage or other transfer as security for a debt), the "Landlord" named herein, or in the case, of a subsequent transfer, the transferor, shall, after the date of such transfer, be automatically released from all personal liability for the performance or observance of any term, condition, covenant, or obligation required to be performed or observed by Landlord hereunder; and the transferee shall be deemed to have assumed all of such terms, conditions, covenants and obligations accruing after the date of transfer.

12. **General Agreement of Parties.**

12.1 **Severability.** If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid, unenforceable or violate a party's legal rights, then such term, covenant, condition or provision shall be deemed to be null and void and unenforceable; provided, however, all other provisions of this Lease, or the application of such term or provision to persons or circumstances other than those which are held invalid, unenforceable or violative

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replace  
with  
Demised  
Premises  
ny

be other than on account of the earliest stipulated rent; nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent be deemed an accord or satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy provided in this Lease.

**12.8 Recording.** This Lease shall not be recorded. Either party shall, however, upon request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease, the provisions of which shall be mutually agreeable to Landlord and Tenant, for recording purposes.

**12.9 Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity.

**12.10 Covenants and Conditions.** Each provision of this Lease performable by Tenant and Landlord shall be deemed both a covenant and a condition.

**12.11 Binding Effect.** The covenants, agreements, terms, conditions and warranties of this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, personal representatives, successors and assigns, but shall create no rights in any other person except as may be specifically provided herein.

**12.12 Choice of Law; Choice of Forum.** This Lease shall be governed by the laws of the State of Florida, and any action relating to this Agreement or the Property shall be brought, exclusively, in the Circuit or Superior Court of Pinellas County, and Tenant hereby consents to personal jurisdiction in Pinellas County, Florida for such purposes. Each party also waives trial by jury.

**End of Lease. Signature Page Follows.**

**Exhibit A**  
**Description of Leased Premises**

**MAGNOLIA CT TARPON SPRINGS, FL 34689. Parcel Number 12-27-15-54396-001-0100 with legal description MAGNOLIA HEIGHTS BLK A, LOTS 10 & 12**



Sales History

Sale Date	Price	Qualified / Unqualified	Vacant / Improved	Grantor	Grantee	Book / Page
07-Sep-2021	\$100	<u>U</u>	V	FIRST UNITED METHODIST CHURCH OF TARPON SPRINGS	FIRST UNITED METHODIST CHURCH OF TARPON SPRINGS INC	21794/1848
09-May-1973	\$0			LEONARD, HARRY BELLE	FIRST UNITED METHODIST CHURCH OF TARPON SPRINGS	04027/1211

2023 Land Information

Land Area: 0.3053 acres | 13,299 sf

Frontage and/or View: None

Seawall: No

Property Use	Land Dimensions	Unit Value	Units	Method	Total Adjustments	Adjusted Value
Vacant Commercial	50x110	\$11	13,298	SF	1.0000	\$146,277

2023 Extra Features

Description	Value/Unit	Units	Total Value as New	Depreciated Value	Year
ASPHALT	0.00	7,568.0	\$0	\$0	0

Permit Data

Permit information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
<u>971242</u>	NEW IMPROVEMENT	12/05/1997	\$2,220,000

## **Tarpon Springs Downtown Parking – City/CRA Sponsored Solutions as of June 2026**

The City/Community Redevelopment Area (CRA) has been and continues to pursue Downtown parking solutions. Beginning in late 2018, the city constructed the first new parking lot Downtown at the former Public Works yard on S. Ring Ave. Ongoing efforts have resulted in more than 200 new on- and off-street parking spaces created in the Downtown. Partnering with private owners, the CRA has entered into four lease agreements for private lots to become municipal parking lots. In addition, creative solutions for on-street parking have resulted in additional parking capacity. A Request for Proposals for a parking study to determine need was denied by the Board of Commissioners in 2023; however, talks continue with property owners of sites considered in the CRA Master Plan for a parking garage. Recent local discussions have focused on making the existing parking lots more visible to motorists to overcome a perceived lack of parking.

### **Summary of City/CRA-sponsored solutions:**

#### Total of 207 New Parking Spaces

- 136 new spaces in leased parking lots (2021-2025)
  - Cosgrove and Saroukos Lots (behind 116 S. Pinellas Ave.) – 68 spaces
  - St. Nicholas Lot (NE corner of Hibiscus and Orange) – 33 spaces
  - Truist Bank Lot (NW corner of E. Tarpon & Ring) – 35 spaces after 6 pm daily and all hours on weekends
- 30 new on-street parking spaces from reconstruction of W. Court St. (2020)
- 30 new spaces from new construction of S. Ring Ave. parking lot (Fall 2018)
- 11 new on-street parking spaces on E. Tarpon Ave. and E. Court streets from removing selected bulb-outs on E. Tarpon Ave. and re-striping on Court St. (2025)

#### Operational and Physical Improvements

- Two-hour parking signs installed along the 100 block of E. Tarpon Ave. to encourage vehicle turnover and discourage all-day parking.
- Banners installed at all Downtown lots indicating “Free Parking.”
- Seven municipal parking directional signs installed throughout the Downtown giving directions to motorists.

#### Public Awareness Campaign

- New “Explore Tarpon Springs Walking Map” contains locations of parking lots.

Pat - P02

**RESOLUTION NO. 2022-42**

**A RESOLUTION OF THE CITY OF TARPON SPRINGS, FLORIDA, APPROVING APPLICATION #22-87 REQUESTING SITE PLAN APPROVAL FOR J.O. DELOTTO & SONS, INC., TO CONSTRUCT THE “COHATCH TARPON SPRINGS” RESTAURANT AND OFFICE SPACE IN 13,150 SQUARE FEET, MORE OR LESS, OF EXISTING AND NEW GROSS FLOOR AREA LOCATED AT 121 EAST TARPON AVENUE ON THE NORTH SIDE OF EAST TARPON AVENUE BETWEEN NORTH SAFFORD AVENUE AND HIBISCUS STREET IN THE T5B TARPON AVE MAIN STREET TRANSECT OF THE SPECIAL AREA PLAN; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Tarpon Springs has received an application for site plan approval to develop 13,150 square feet of restaurant and office uses, located on 0.17 acres at 121 East Tarpon Avenue in the T5b Tarpon Ave Main Street Transect of the Special Area Plan; and,

**WHEREAS**, the Planning and Zoning Board held a public hearing on this application at its meeting of November 21, 2022 and voted to recommend approval of the site plan with conditions; and,

**WHEREAS**, pursuant to Section 210.03(C)(4) of the Comprehensive Zoning and Land Development Code, the Board of Commissioners must approve, approve with conditions, or, deny the application.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:**

**SECTION 1: FINDINGS**

1. That the site plan, as conditioned, meets the applicable sections of the Comprehensive Zoning and Land Development Code.
2. That the site plan, as conditioned, is consistent with the Tarpon Springs Comprehensive Plan.
3. That the site plan, as conditioned, demonstrates that required facilities and services will be available at the prescribed level of service standards concurrent with the impact of the development and may, subject to Section 3 of this resolution, during the term of this site plan approval, receive a Certificate of Concurrency pursuant to Section 122.00 et seq.

## **SECTION 2: SITE PLAN APPROVAL**

The site plan and architectural plan on a parcel located at 121 East Tarpon Avenue, on the north side of East Tarpon Avenue between North Safford Avenue and Hibiscus Street, described as,

“The East ½ of Lot 7 and the West ½ of Lot 8, Owners Division according to the Plat Thereof recorded in Plat Book 19 Page 77, of the public records of Pinellas County, Florida, And, The West 2.2 Feet of the East ½ of Lot 8, Owners Division according to the Plat Thereof recorded in Plat Book 19 Page 77, of the public records of Pinellas County, Florida,”

were prepared and sealed by Patrick M. Gessleman on October 6, 2022 and by Angela Hendershot on October 10, 2022, and are attached as Exhibit A, is hereby approved.

## **SECTION 3: CONDITIONS**

1. The architectural design submitted with the building permit shall be revised to place the trash enclosure behind the staircase supports and to conform to the sizing and architectural design approved by the Heritage Preservation Board pursuant to the Certificate of Approval for Application #21-139.
2. The stormwater management solution is approved. The building permit plan submittal shall include all additional plan detail specified by the City.
3. The developer is strongly encouraged to schedule their choice of artist and public art proposal for review by the City’s Public Art Committee as soon as possible in order to avoid delaying the issuance of a Certificate of Occupancy for the project.
4. The developer is responsible for meeting the minimum criteria of the Land Development Code and for acquiring all other jurisdictional permits and approvals.
5. Construction plans shall be consistent with the approved site plan. All requisite fees attendant to the project shall be paid in accordance with the Land Development Code.
6. The site plan shall expire at one year from the effective date unless an application has been filed for a building permit with construction plans signed and sealed by a registered engineer licensed in the State of Florida.
7. CoHatch shall provide for parking associated with building an additional 6,750 square feet. This additional parking shall be required until such time that a City-sponsored parking solution is implemented, or a formal parking study indicates that the additional parking is not needed.

PASSED and ADOPTED this 24th day of January, 2023.

*Costa S. Vatikiotis*

COSTA S. VATIKIOTIS, MAYOR

*Craig K. Lunt*

CRAIG K. LUNT, VICE MAYOR

*Jacob Karr*

JACOB KARR, COMMISSIONER

*Mike Eisner*

MIKE EISNER, COMMISSIONER

*Panagiotis Koulias*

PANAGIOTIS KOULIAS, COMMISSIONER

MOTION BY: COMMISSIONER EISNER

SECOND BY: VICE MAYOR LUNT

**VOTE ON MOTION**

COMMISSIONER KOULIAS	<u>Yes</u>
COMMISSIONER EISNER	<u>Yes</u>
COMMISSIONER KARR	<u>Yes</u>
VICE MAYOR LUNT	<u>Yes</u>
MAYOR VATIKIOTIS	<u>Yes</u>

ATTEST:

*Irene S. Jacobs, GMC*

IRENE S. JACOBS, GMC  
CITY CLERK & COLLECTOR

APPROVED AS TO FORM:

*Andrew Salzman*

ANDREW SALZMAN  
ATTORNEY

# Resolution 2022-42, Exhibit A, 10 pages



Patrick M. Castellano  
Professional Engineer  
No. 12487  
Professional Seal No. 12487  
Professional Seal No. 12487

Project Information  
COHatch Tarpon  
Springs  
Tarpon Springs, Tarpon Flap

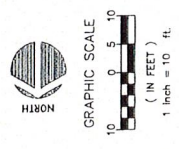
121 E Tarpon Ave  
Tarpon Springs, FL 34689

Project Number	20231175.000
Drawn	DA
Checked	DA
Approved	DA
Final Review	DA
Issue Date	05/02/23

Revision	No.	Description	Date
	01	ADDITIONAL	05/11/23
	02	ADDITIONAL	05/11/23
	03	ADDITIONAL	05/11/23
	04	ADDITIONAL	05/11/23
	05	ADDITIONAL	05/11/23

Site Information  
SITE PLAN

C300



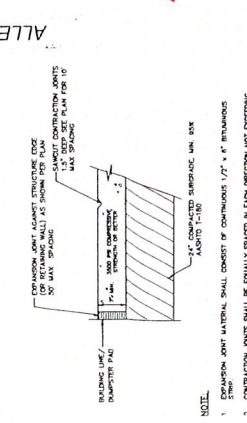
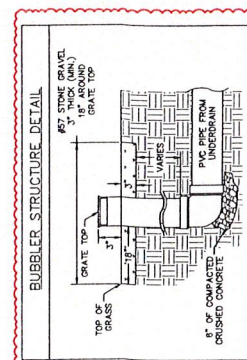
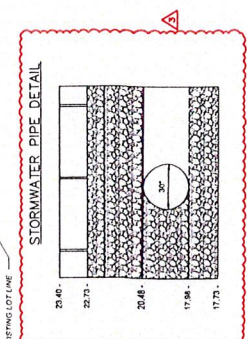
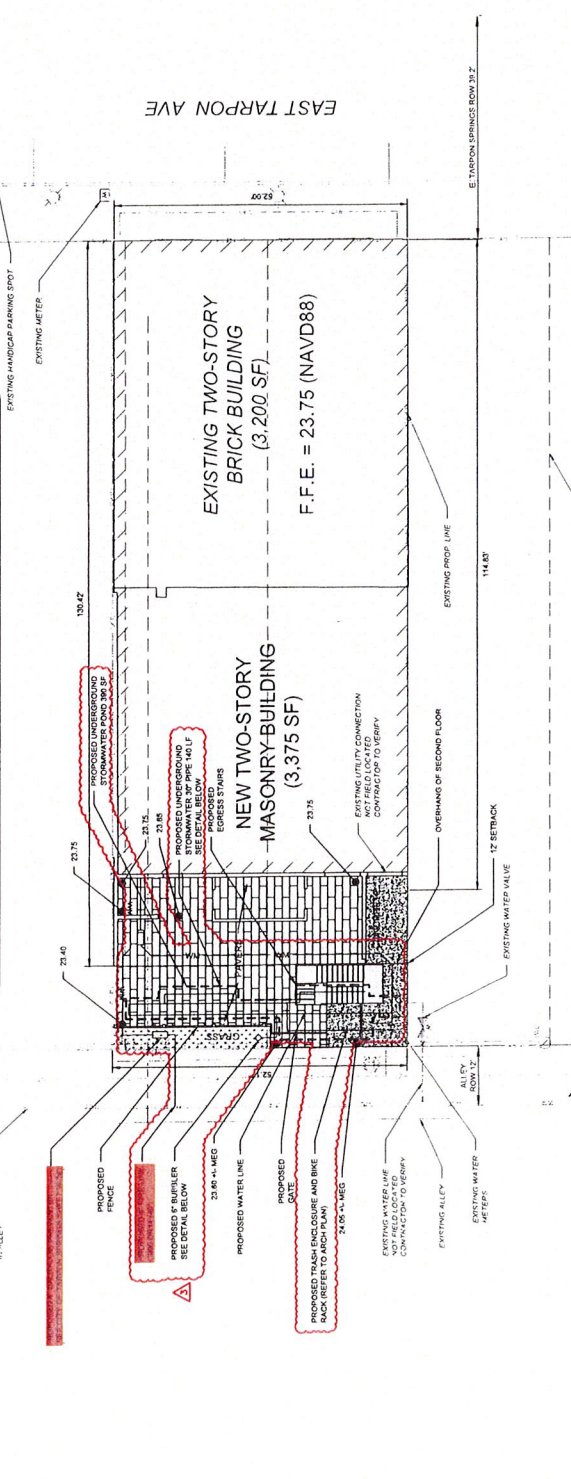
Legend	Description
---	EXISTING OVERHEAD TELEPHONE LINE
---	EXISTING OVERHEAD ELECTRIC
---	EXISTING PROPERTY LINE
---	EXISTING FENCE
---	EXISTING WATER VALVE
---	EXISTING TREE
---	EXISTING TELECOMMUNICATIONS MANHOLE
---	EXISTING WATER METER
---	EXISTING POWER POLE
---	EXISTING CLEAN OUT
---	EXISTING LIGHT POLE
---	EXISTING HANDICAP SIGN
---	EXISTING STORM LINE
---	EXISTING WATER LINE
---	EXISTING PROPERTY LINE
---	EXISTING FENCE
---	EXISTING CURB AND GUTTER
---	PROPOSED DRAINS
---	PROPOSED PAVERS
---	PROPOSED UTILITY
---	PROPOSED FENCE
---	PROPOSED CONCRETE

**GRADING NOTE:**  
CONTRACTOR TO ENSURE POSITIVE DRAINAGE TO THE ALLEY. CONTRACTOR TO ENSURE ADA COMPLIANCE THROUGHOUT.

**CONTRACTOR NOTE:**  
CONTRACTOR TO BE IN EXISTING UTILITY TRENCH TO VERIFY WATER METER AND WATER LINE CONNECTIONS TO BE ABANDONED. CONTRACTOR TO VERIFY AND CONFIRM EXISTING SANITARY CONNECTION.

SITE DATA	
PARCEL ID	12-27-15-6488-000-0071
PROPERTY AREA	0.174 ACRES (7,646 S.F.)
SITE ADDRESS	121 E TARPON SPRINGS, TARPON SPRINGS, FL 34688
FUTURE LAND USE DESIGNATION	OFFICE AND RESTAURANT
ZONING DESIGNATION	198 (TARPON AVENUE MAIN STREET TRANSECT)
LOT WIDTH	32 FT
MAXIMUM FLOOR AREA RATIO	0.6
<b>BUILDING SETBACK</b>	
FRONT (EAST)	9 FT
SIDE (EAST)	9 FT
REAR (NORTH)	12 FT
IMPERVIOUS AREA	0.85
MAXIMUM IMPERVIOUS SURFACE (SURFACE AREA RATIO)	0.85
<b>EQUIVALENT STORMWATER UNIT</b>	
ALLOWED	0.6
PROPOSED	0.6
EXISTING	0.6
ALLOWED	0.6
PROPOSED	0.6
EXISTING	0.6

**Additional Note for Designer - The Location of the FDC shall be on the front (Tarpon Avenue) side of the structure. The exact location shall be determined with a discussions/meeting with the Contractor, Sprinkler Contractor, and the Fire Marshal. 10/7/2022/rak**



- NOTE:**
- EXPANSION JOINT MATERIAL SHALL CONSIST OF CONTINUOUS 1/2" x 6" BETA BRIDGE.
  - CONSTRUCTION JOINTS SHALL BE EQUALLY SPACED IN EACH DIRECTION. NOT EXCEEDING 12 FEET. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE JOINTS AND BRIDGE CONSTRUCTION.







**ROME ARCHITECTS**  
 171 East Terpon Avenue  
 Terpon Springs, Florida 34428  
 Phone: 352.281.1200  
 Fax: 352.281.1201  
 AIA #001316

Angela Henderson  
 05/22/2017



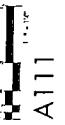
**Project Information**  
 CDV Terpon Springs  
 COHatch  
 Terpon Springs

171 East Terpon Avenue  
 Terpon Springs, Florida  
 34428

Project Number	171.03.00
Rev.	
Rev. Description	Date
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02	05.23.17
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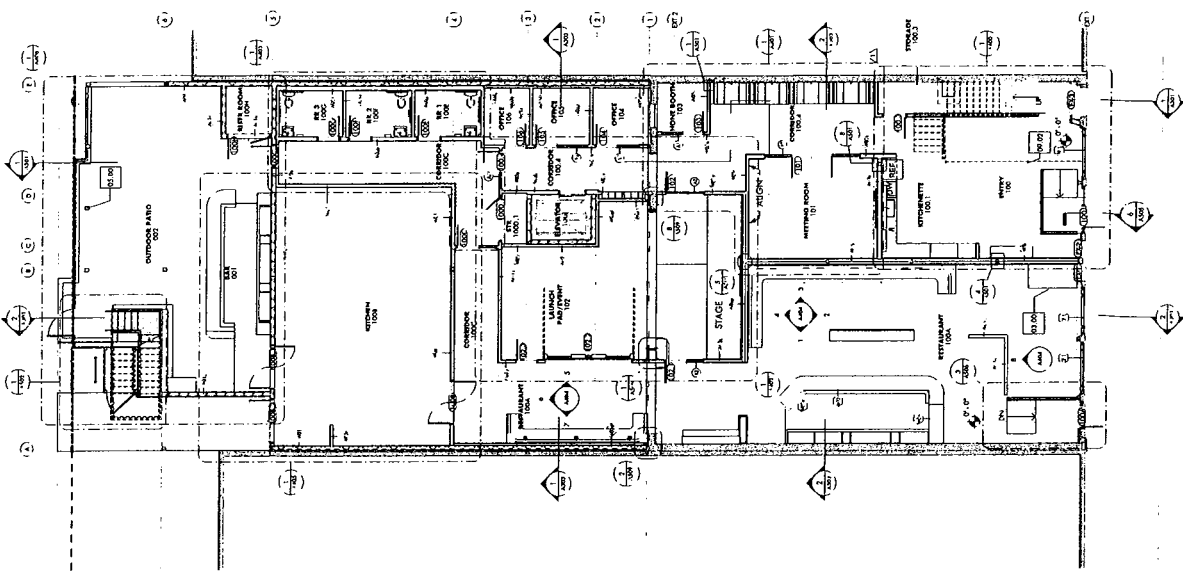
Project Number: 171.03.00  
 Rev. Description: 05/23/17  
 Date: 05/23/17

Project Name: CDV Terpon Springs  
 Project Location: Terpon Springs, Florida  
 Project Number: 171.03.00

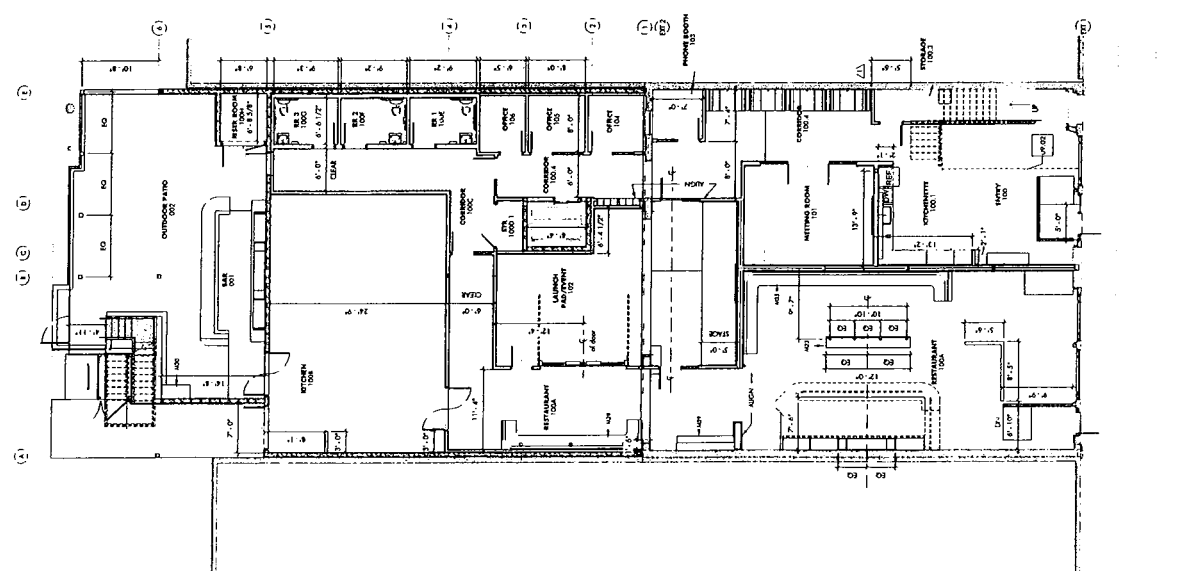


**KEYNOTES**

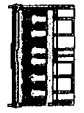
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- 02.00 SHAW STRUCTURE SHOWER REINFORCEMENT CANYON
- 03.00 4" CP WALL FOOTING



(1) LEVEL 1.0 - FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



(2) LEVEL 1.0 - DIMENSION PLAN  
 SCALE: 1/8" = 1'-0"



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Rev. Description	01
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Project Information:  
 CRDY Tarpon Springs  
 COHatch  
 Tarpon Springs

121 East Tarpon Avenue  
 Tarpon Springs, Florida  
 34689

Sheet Number	2110.00
Drawn By	RAI
Checked By	RAI
Date	08/17/2022
Project No.	20220817
Revision	01
Revision Description	REVISED PER COMMENTS
Revision Date	08/17/2022

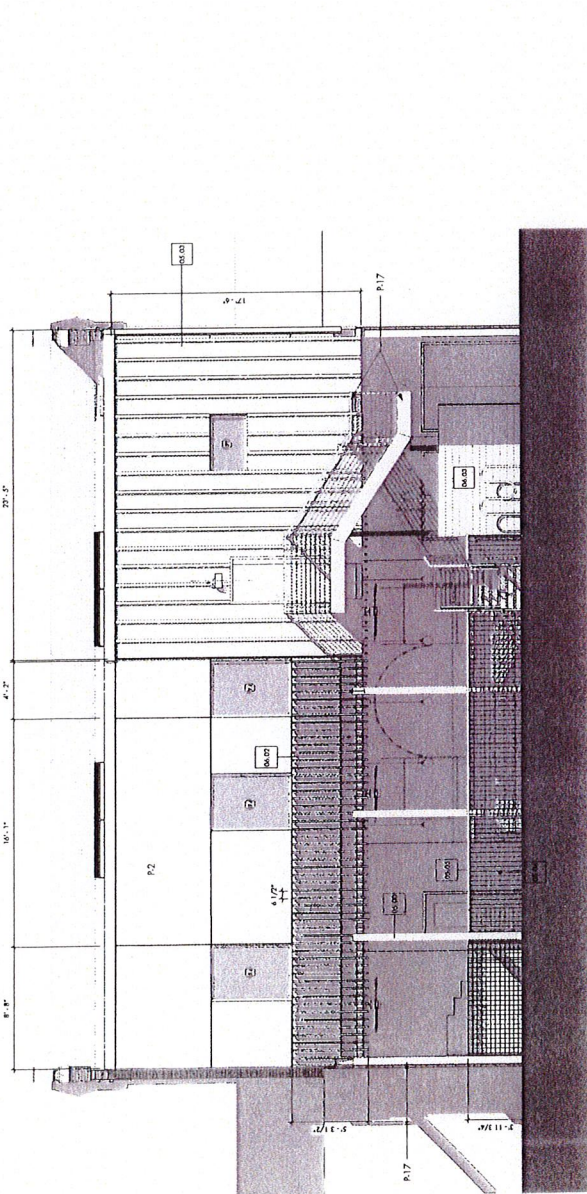
Revision	No.	Date	Comments
1	1	08/17/2022	REVISED PER COMMENTS

Project Information:  
**EXTERIOR ELEVATIONS**

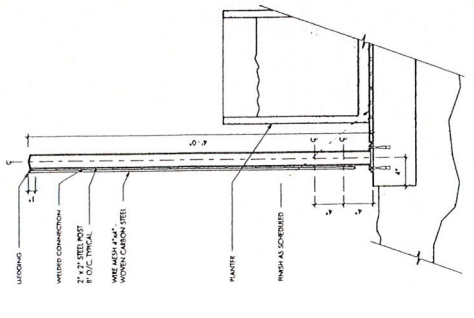


**KEYNOTES**

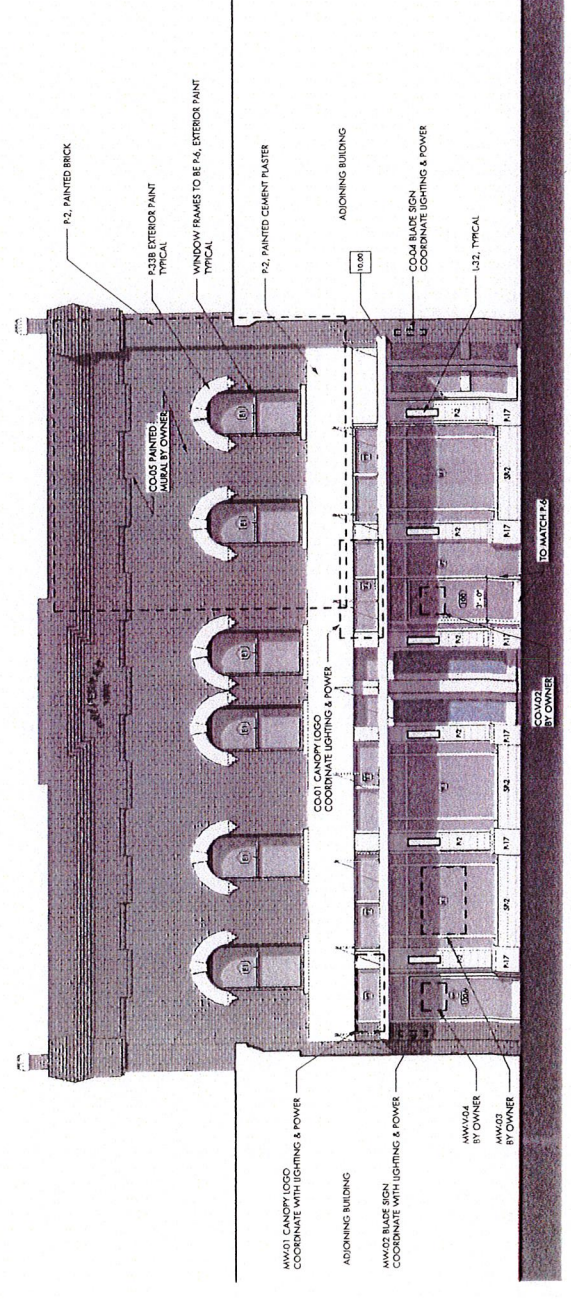
- 05.00 PAINT FINISHES: FINISHES IN BRACKETED CANOPY
- 05.01 ATLAS MONUMENT PANEL, COLOR TO MATCH P.17
- 05.04 MONOCHROME WIRE MESH, 4"x4" MOUNTED GARDON STEEL
- 05.05 MONOCHROME LIGHTING, 1" GAUGE TYPE, 400 (1) BODING
- 04.01 GROUND, SOLID 6000
- 04.02 GROUND, SOLID 6000
- 10.00 ADJUST SURFACES: REFINISHING CANOPY



**(2) NORTH ELEVATION**  
 SCALE: 1/4" = 1'-0"



**(3) WWM - Fence**  
 SCALE: 1 1/2" = 1'-0"



**(1) SOUTH ELEVATION**  
 SCALE: 1/4" = 1'-0"



**ROME ARCHITECTS**  
 100 Andrews Street, Suite 200  
 Tarpon Springs, Florida 34689  
 Phone: 727.942.1234  
 Fax: 727.942.1271  
 A202.11.02

Project: Henderson-Hol  
 2022.08.17



Project Information  
 CS207 Tarpon Springs  
**COHatch**  
 Tarpon Springs

131 East Tarpon Avenue  
 Tarpon Springs, Florida  
 34689

Item Number	Description	Quantity	Unit
01	DO SET	2022.02.17	
02	FINAL G.P.	2022.02.17	
03	FINAL PERMITS	2022.02.17	
04	FINAL PERMIT	2022.02.17	

Revisions	Date	Description	Drawn

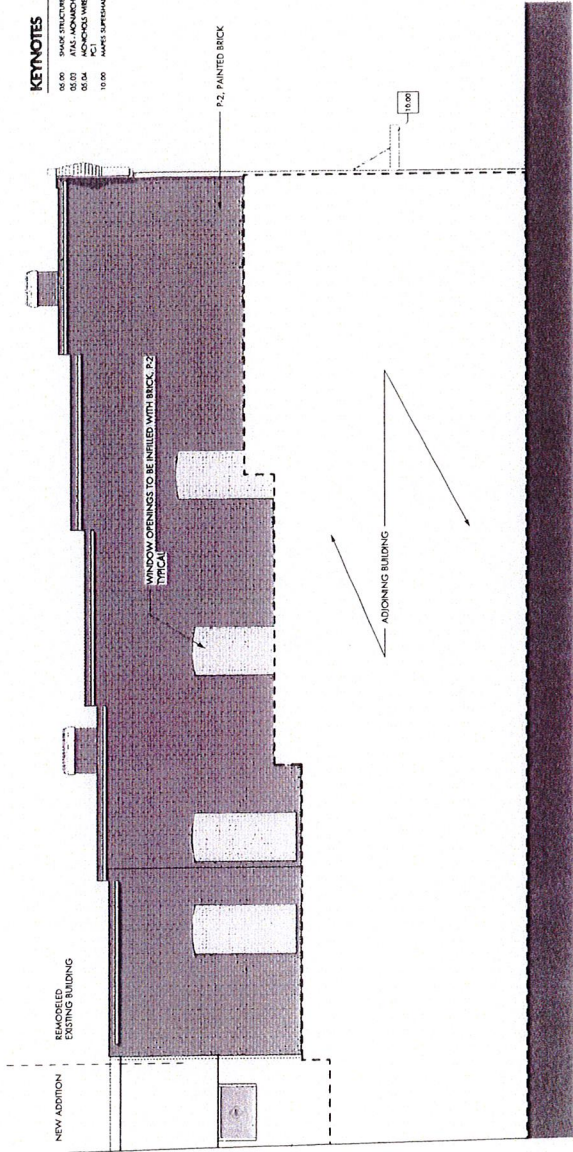
Sheet Information  
**EXTERIOR ELEVATIONS**



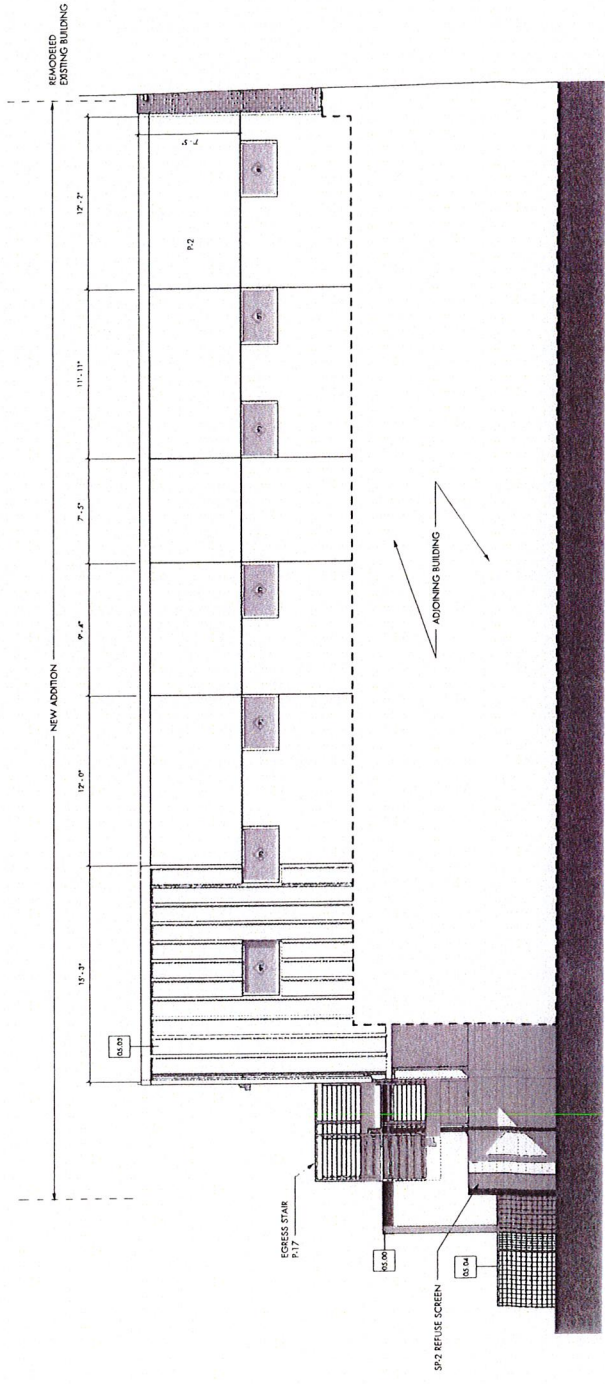
A202

**KEYNOTES**

- 05.00 BRICK STRUCTURE, SANDWICH INSULATION CANOPY
- 05.03 ATLAS-AQUACRYL HANE COOR TO MATCH #17
- 05.04 MONOCHROME MESH - PUMP MOTOR CANOPY HOTEL
- 10.00 MANTA SUPERGRADE ALUMINUM CANOPY



2 WEST ELEVATION - EXISTING BUILDING  
 scale: 1/4" = 1'-0"

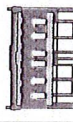


1 WEST ELEVATION - ADDITION  
 scale: 1/4" = 1'-0"



**ROME ARCHITECTS**  
 100 Madison Street, Suite 200  
 Jacksonville, Florida 32202  
 Phone: 904.251.1104  
 Fax: 904.251.1105  
 A0031310

Angelo Haidichkol  
 architect  
 2022.08.17



Project Information  
 CEDY Tarpon Springs  
 COhatch  
 Tarpon Springs

121 East Tarpon Avenue  
 Tarpon Springs, Florida  
 34689

Item No.	Description	Date
01	ISSUE SET	2022.01.21
02	REVISED	2022.02.01
03	FINAL GOVERNMENT	2022.04.25
04	FINAL PERMIT	2022.05.09

Revision	No.	Description	Date
	A00.00	09/11/2022	

Sheet Information  
 EXTERIOR ELEVATIONS

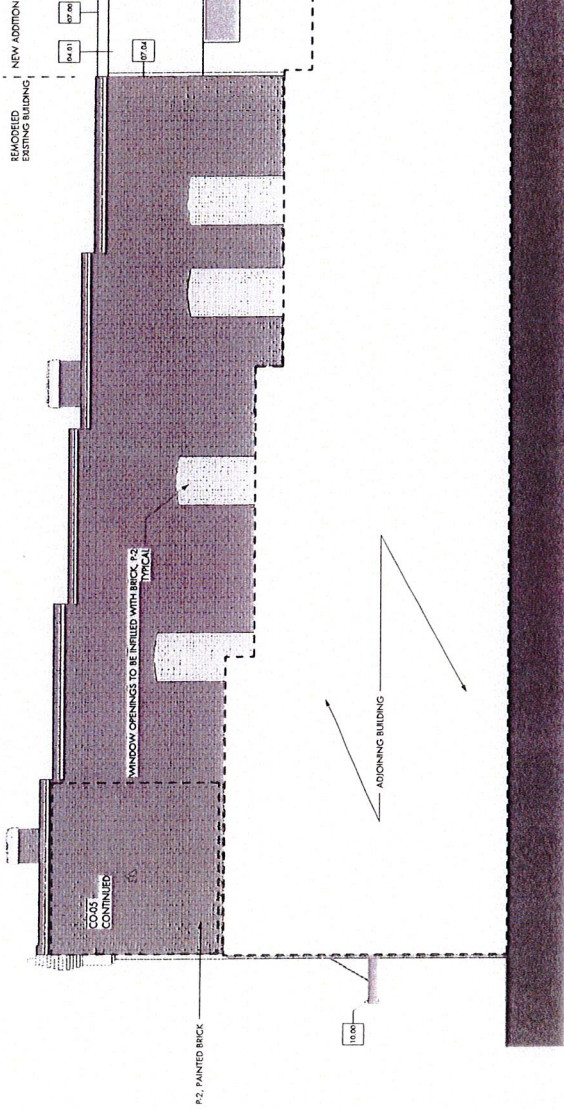


A203

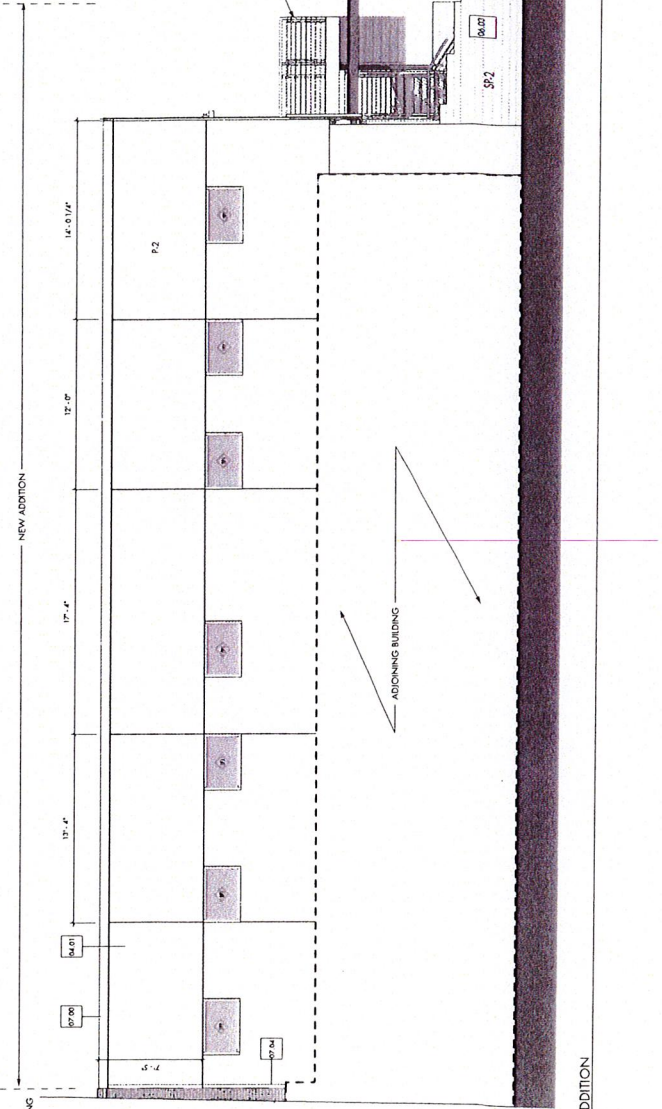
**KEYNOTES**

- 04.01 CONCRETE MASONRY UNIT
- 05.00 SHANK STRUCTURE, SHARPLY STRUCTURAL CANOPY
- 05.04 1/2\"/>

REMODELED EXISTING BUILDING



② EAST ELEVATION - EXISTING BUILDING  
 scale: 1/4\"/>

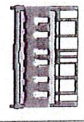


① EAST ELEVATION - ADDITION  
 scale: 1/4\"/>



**POME ARCHITECTS**  
 171 East Tarpon Avenue  
 Tarpon Springs, Florida 34689  
 Phone: 813.271.8777  
 Fax: 813.271.8777

Angelo Hernandez  
 2022.08.17  
 architect



Project Information  
 City/Town: Tarpon Springs

Client: Colatch  
 Tarpon Springs

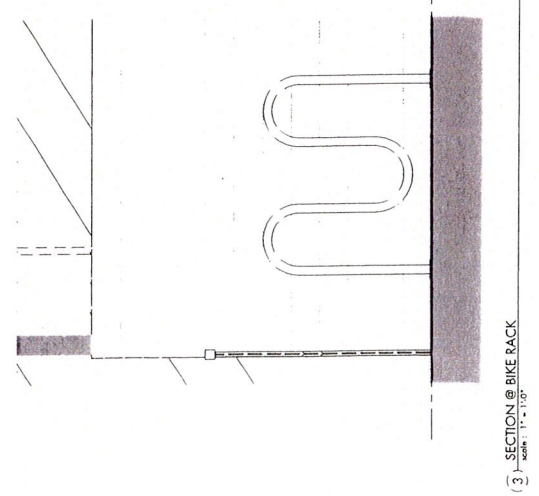
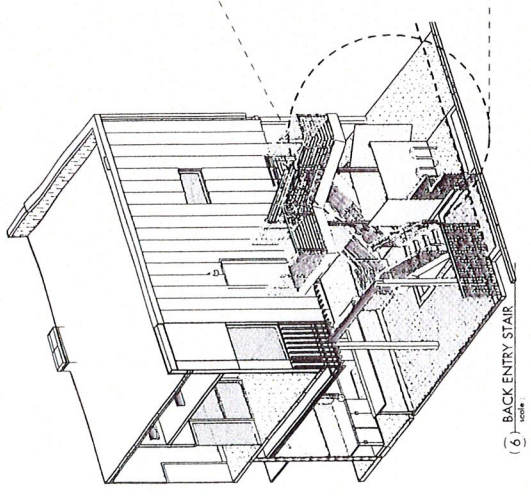
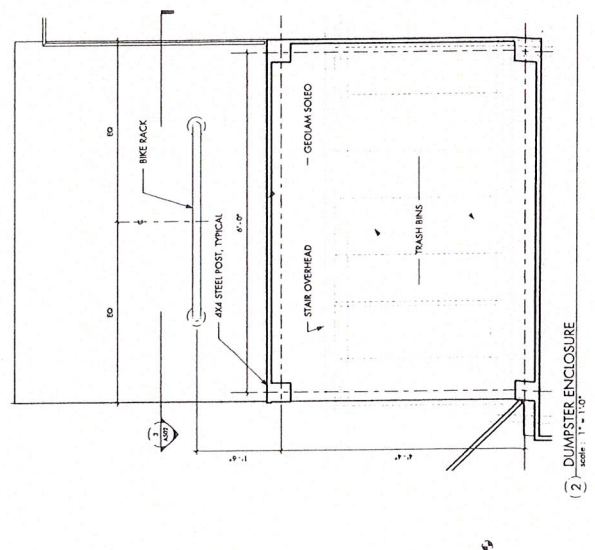
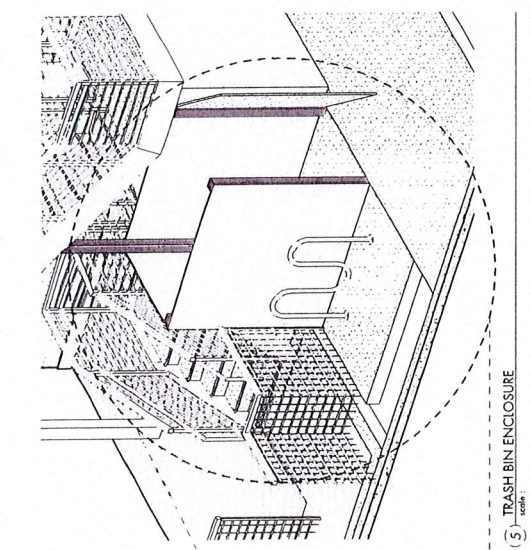
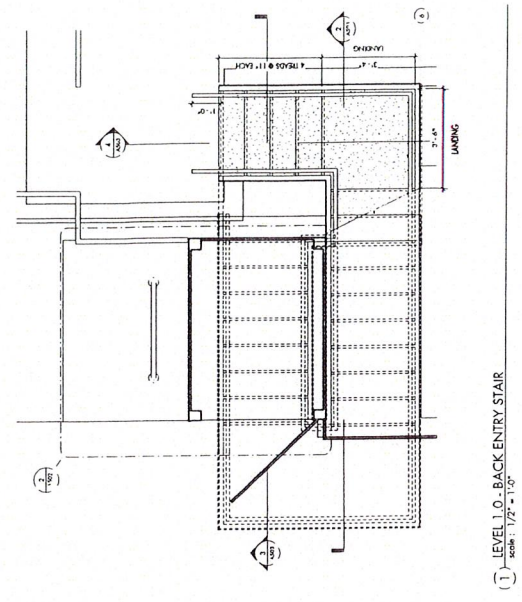
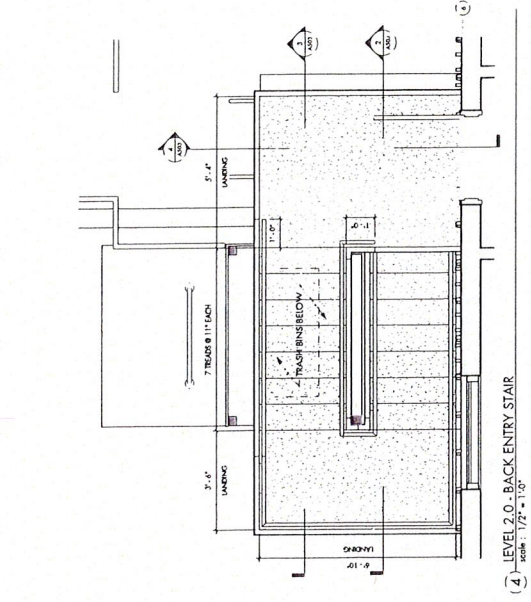
171 East Tarpon Avenue  
 Tarpon Springs, Florida  
 34689

Project Number	2110.00
Date	2022.08.17
By	ANGLO HERNANDEZ
For	PIRELLA GÖTTSCHE LOWE
Scale	AS SHOWN

Revision	Date

Sheet Information  
 STAR DETAILS

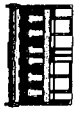
A502





**ROME ARCHITECTS**  
 1100 West 1st Street, Suite 200  
 Tampa, Florida 33606-2708  
 Phone: 813.281.8771  
 Fax: 813.281.8771

Project Number: 2022.08.17  
 Project Name: A503



Project Information  
 CDDV Tarpon Springs  
 COHatch  
 Tarpon Springs

131 East 7th Avenue  
 Tarpon Springs, Florida  
 34689

Project Number: 2110.00  
 Date: 10/13/2021  
 Drawn By: [Name]  
 Checked By: [Name]  
 Date: 10/13/2021  
 Project Name: [Name]  
 Project Location: [Name]

Sheet Information  
 Title: [Name]  
 Date: [Name]

Sheet Information  
 Title: [Name]  
 Date: [Name]

A503

