



City of Tarpon Springs, Florida

Board of Commissioners
324 East Pine Street
Tarpon Spring, Florida 34688-5004
(727) 938-3711
<http://www.ctsfl.us/agenda.htm>

REGULAR SESSION AGENDA TUESDAY, MARCH 5, 2024 6:30 PM - City Hall Auditorium

CALL TO ORDER

ROLL CALL

REFLECTION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Irish American Heritage Month
2. Procurement Services Month
3. Flood Awareness Week

PUBLIC COMMENTS

CONSENT AGENDA

4. Special Events
 - a. Rotary Triathlon
 - b. St. Nicholas Greek Orthodox Procession
5. Award File No. 240076-N-PH, Single Source Purchase of Ford Original Equipment Manufacturer (OEM) Automotive Parts and Services
6. Increase File No. 230176-C-AS, Fire Equipment, Supplies, and Service
7. Award File No. 240079-N-AS, Single Source Purchase of Myers Pumps, Mounting Adapters, and Repair Parts
8. Award File No. 240082-N-AS, Single Source Purchase of Lift Station Supervisory Control & Data Acquisition (SCADA) System
9. Increase File No. 200049-B-JL, Sludge Hauling and Disposal
10. Award File No. 240087-C-AS, Pipe Fittings and Accessories
11. Award File No. 240088-C-PH, Automobiles, SUVs, Vans and Light Trucks with Related Equipment and Accessories
12. Award File No. 240080-N-AS, Single Source Purchases of Flowserve and Pleuger Pumps, Parts, and Repair Services

13. Approve National Arbor Day foundation Standard Grant Agreement - Funding for Limb Up for Safety Project

SPECIAL CONSENT AGENDA

14. Award Bid No. 240057-B-JL, Bayshore Septic to Sewer Project (Re-Bid)
15. Appointment to the Sustainability Committee

ORDINANCES AND RESOLUTIONS

16. Ordinance 2024-02 Application #23-07 Amendment to the Land Development Code, Development Agreements (Legislative) **1st Reading**
17. Resolution 2024-11 Fire Rescue Department Reorganization
18. Resolution 2024-12 Cemetery Service Fee Adjustment

Deferred Item

19. Ordinance 2024-01 Neighborhood Conservation Overlay LDC (1st Reading - Deferred to a Date to be Determined)

BOARD AND STAFF COMMENTS

ADJOURNMENT

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, generations of Irishmen and women have helped shape the idea of America, overcoming hardship and strife through strength, sacrifice, faith, and family; and

WHEREAS, by 1776 nearly 300,000 Irish nationals had emigrated to American colonies and played a crucial role in America's War for Independence; and

WHEREAS, five signers of the Declaration of Independence were of Irish descent and three signers were Irish born; and

WHEREAS, Irish Americans since America's inception, have provided and continue to provide leadership and service to this nation's political, business, and religious establishments; and

WHEREAS, we owe a debt of gratitude to the generations of Irish Americans who have sacrificed and contributed to building a better America; and

WHEREAS, March has been designated Irish American Heritage Month throughout the United States to coincide with the celebration of St. Patrick's Day on the 17th; and

WHEREAS, The City of Tarpon Springs recognizes the Florida Ancient Order of Hibernians and celebrates our friendship in honor of the long history of Irish American contributions to the State of Florida and our community; and

WHEREAS, it is fitting and proper to celebrate the rich cultural heritage and the many valuable contributions of Irish Americans.

NOW, THEREFORE, I, Costa S. Vatikiotis, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim March 2024 as

Irish American Heritage Month

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 5th day of March 2024.

City Clerk & Collector

Mayor

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, the public procurement profession plays a significant role in the efficiency and effectiveness of both government and business; and

WHEREAS, in addition to the purchase of goods and services, procurement adds value to our organization by performing functions such as executing, implementing, and administering contracts, developing strategic procurement strategies, and cultivating working relationships with suppliers; and

WHEREAS, the Procurement Services Department in the City of Tarpon Springs is committed to providing high caliber strategic, logistical, and operational support of all departments within the City of Tarpon Springs; and

WHEREAS, the Board of Commissioners commend our Procurement Services Department for demonstrating outstanding service and commitment to our municipality and our community; and

WHEREAS, it is most appropriate to recognize the accomplishments of our Procurement Services Director Janina Lewis, Senior Procurement Analysts Anela Saday and Patricia Hall. We extend appreciation for the vital role our Procurement Services Department manages in the daily operations of our city.

NOW, THEREFORE, I, Costa S. Vatikiotis, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the month of March 2024 as

PROCUREMENT SERVICES MONTH

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 5th day of March 2024.

City Clerk & Collector

Mayor

City of Tarpon Springs, Florida

PROCLAMATION

WHEREAS, the City of Tarpon Springs is susceptible to severe weather in the form of extreme rainfalls and tropical storm events resulting in flooding in coastal areas and low-lying areas causing damage to homes and buildings in those areas; and

WHEREAS, the City of Tarpon Springs is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

WHEREAS, the loss of life and property damage can be reduced when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

WHEREAS, public education and awareness of severe weather hazards and methods to protect the health, safety and welfare of residents is a critical aspect of reducing the dangers of severe weather; and

WHEREAS, the Florida Floodplain Managers Association (FFMA), has declared the week of March 4-10, 2024, as Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies; and

WHEREAS, it is most appropriate the Board of Commissioners commend and recognize the accomplishments of our Emergency Management Coordinator and Floodplain Administrator, Megan Araya, for her commitment and service to our municipality and community.

NOW, THEREFORE, I, Costa S. Vatikiotis, by virtue of the authority vested in me as Mayor of the City of Tarpon Springs, Florida, do hereby proclaim the week of March 4-10, 2024, as

Flood Awareness Week

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City of Tarpon Springs, Florida, to be affixed this 5th day of March 2024.

City Clerk & Collector

Mayor



Board of Commissioners

Memorandum

Date: March 5, 2024
To: Mayor and Board of Commissioners
Through:
From:
Subject: Special Events

Recommendation

Background

Funding

Strategic Plan Objective



Public Works Department Office of the Director

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: February 26, 2024.

Subject: Special Event – Rotary Club of Tarpon Springs
Tarpon Springs Triathlon
September 21, 2024.

Recommendation:

That the Mayor and Board of Commissioners approve the Rotary Club of Tarpon Springs special event application for the “Tarpon Springs Triathlon” on Saturday, September 21, 2024, and the temporary closure of City streets (please see attached map).

If a change in the event date is necessary due to inclement weather, the City Manager will authorize/designate a rain date.

Background:

This event has been approved by the Special Events Review Committee based on previous years’ events.

The event will begin and end in Howard Park. The bicycle portion of the event will be held on City streets and will begin at approximately 7:30 a.m. The attached route has been reviewed and approved by the TSPD and has not changed from past years. Proceeds will be used to award local students college scholarships.

This event may be approved contingent upon the event sponsor complying with the following stipulations:

- A Certificate of Insurance for \$1,000,000 naming the City as an “additional insured”.
- Payment of deposit and application fee.

Approval of this event authorizes the Sponsor/User the use of City property for said special event with the understanding that they must operate and carry out the needs and functions of the within the confines and requirements established and approved by the Special Events Committee, the B.O.C and the Sponsor’s application on record.

**City of Tarpon Springs
Application for Special Events**

Event Information:

Date of Application: February 22, 2024

Name of Event: Tarpon Springs Rotary Triathlon

Date(s) of Event: 9/21/24

Alternate Date(s): _____

Hours of Event: 4 am-11 am

Set up/break down time needed: Friday 9/20 4 pm -8 pm & Saturday 9/21/24 4 am - 6 pm

Type/Purpose of Event: Triathlon to raise funds to award local students college scholarships

Location of Event (include a map for parade/procession routes with assembly and disband points): _____
Start and End at Fred Howard Park

If Closure of a City Parking is needed, please check Mother Meres ☐ Tarpon Ave. ☐ Orange St. ☐ Court/Lemon ☐

Other: _____

Disposition of Proceeds: Funds go to award local students' college scholarships.

Applicant Information:

Name of Organization: Rotary of Tarpon Springs

Registered Nonprofit Org.: Yes ☒ No ☐

Organization Address: PO Box 234 Tarpon Springs FL 34688

Individual to Contact: Celia Dubey (Telephone #) 8136908989

Coach Cell

Alternative Contact: Joan Stolz (Telephone #) 8136908989

Coach Cell

General Information:

Number of Vendors: N/A (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)

Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): _____

Approximate Number of Attendees: 800 Entrance Fee: \$ Race Entry Fee is \$75

Location for Attendee Parking: Fred Howard Park

Will Private Security be Provided: Yes ☐ No ☐ Name of Private Company: _____

Will the Following be Provided: Traffic Control: Yes ☐ No ☐ Crowd Control: Yes ☐ No ☐

Will Music be Provided: Yes ☒ No ☐ Hours of Play: 5³⁰ AM - 11⁰⁰ AM Band: ☐ DJ: ☒ Other: _____

Type & Location of Toilet Facilities: CITY OF TARPON

Tent or Other Structure: Yes ☒ No ☐ Type of Structure: 10x10 tents

How will Structure be Secured: ONLY UP DURING EVENTS

Solid Waste Collection/Disposal: Yes ☒ No ☐ Dumpster: ☒ Rolloff: ☐ Other: SANITATION/CITY

If parade # of: Participants _____ Animals _____ Floats _____ Bands _____ Other _____

Amusement/Carnival Rides: Yes ☐ No ☒ Name of Company Providing Rides: _____

Types of Rides: _____ Is Diagram of Layout Attached: Yes ☐ No ☐

Will Food/Beverages be Served: Yes ☒ No ☐ Cooked on Site: ☐ Catered: ☐ Sold: ☐ Given Away: ☒

Will Alcoholic Beverages be Served: Yes ☒ No ☐ Type of Alcoholic Beverages: BEER ONLY

Event Sponsor is responsible to ensure that all food/alcohol vendors have all necessary licenses as required by the Department of Business and Professional Regulations, Division of Hotels & Restaurants and/or Division of Alcohol and Tobacco, Department of Health, Environmental Health Division or any other applicable State Agency.

Equipment/Miscellaneous (please check if needed):

Barricades: ☒ How many: 75

Cones: ☒ How many: flat bed full pr

Portable Stage: ☒ Location: MID PARKING LOT, SOUTH END, WESTERN LOT

Electricity Needed: ☐ Where: RENTING GENERATORS

Public Restrooms: ☒ Hours of Opening/Closing: _____

Street Banners: ☒ Locations: PRIVATE PROP MERES & PINELLAS AVE

Additional City Trash Cans: ☐

Directional Parking Signs: ☒ Locations: BIKE COURSE

Other: _____

Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached: Yes ☐ No ☐

If not, when will it be sent: UPON APPROVAL

Is the Certificate of Insurance Attached: Yes ☒ No ☐ If not, when will it be sent: EMAILED

I (we) agree that it is my (our) responsibility to cleanup after the conclusion of the special event: Yes ☒ No ☐

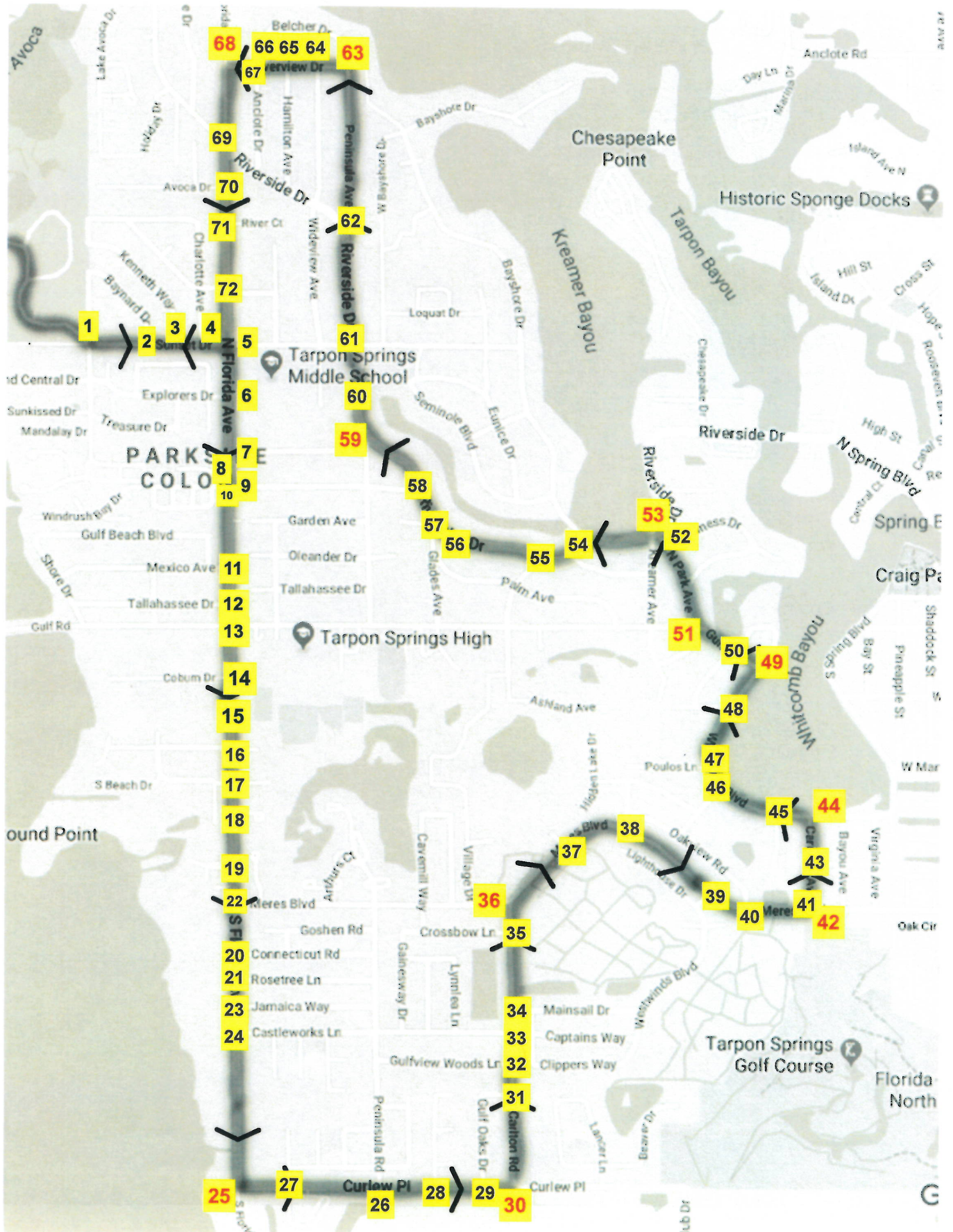
I (we) have read and completed this application and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.

Celia Dubey
Signature of Applicant

2/22/24
Date



Tarpon Springs Triathlon Bike Course





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/22/24

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).

PRODUCER Hylant Group Inc 811 Madison Ave Toledo OH 43604	CONTACT NAME: Crystal Gleason	FAX (A/C, No): 419-255-7557	
	PHONE (A/C, No, Ext): 419-259-2710	E-MAIL ADDRESS:	
Insured All Active US Rotary Clubs & Districts Attn: Risk Management Dept. 1560 Sherman Avenue Evanston, IL 60201-3698	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westchester Surplus Lines Insurance Company		10172
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		G73578917002	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		G73578917002	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			Not applicable			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Not applicable			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

The City of Tarpon Springs located at 324 E Pine St
Tarpon Springs FL 34689

CANCELLATION

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

Judy K. Wilson



Public Works Department Office of the Director

Tom Funcheon
Public Works Director

To: Mayor and Board of Commissioners

From: Tom Funcheon, Public Works Director

Date: February 27, 2024

Re: Special Event – St. Nicholas Cathedral Procession
March 24, 2024 @ 6:00 pm

Recommendation:

The Mayor and Board of Commissioners approve the St. Nicholas Greek Orthodox Cathedral's special event application for the "Orthodox Procession" on Sunday, March 24, 2024, at 6:00 pm and the temporary closure of the following streets: N. Pinellas Ave. to Orange St., to Hibiscus St. to Tarpon Ave; to N. Pinellas Ave. back to the church.

If a change in the event date is necessary due to inclement weather, the City Manager will authorize/designate a rain date.

Background:

This event has been approved by the Special Events Review Committee based on previous years' events.

The event will begin at 5:45 p.m. and end at approximately 6:15 p.m. The Tarpon Springs Police Department will coordinate all traffic and crowd control needs along the procession route and will obtain any needed permits for the closure of State roads.

This event may be approved contingent upon the event sponsor complying with the following stipulations:

- Provide a Certificate of Insurance naming the City as an "additional insured".
- Payment of Special Event Application Fee and Deposit.

Approval of this event authorizes the Sponsor/User the use of City property for said special event with the understanding that they must operate and carry out the needs and functions of the event within the confines and requirements established and approved by the Special Events Committee, the B.O.C. and the Sponsor's application on record.

**City of Tarpon Springs
Application for Special Events**

Event Information:

Date of Application: 2-21-24
Name of Event: Procession - March 24
Date(s) of Event: March 24, 2024
Alternate Date(s): —
Hours of Event: 6:00 pm
Set up/break down time needed: —
Type/Purpose of Event: Allow procession around St Nicholas Cathedral after Liturgy.

Location of Event (include map for parade/procession routes with assembly and disband points):

Exit Church on N. Pinellas - TO Orange ST - TO Hibiscus - TO Tarpon Ave - TO
N. Pinellas - back to church at 36 N Pinellas

If Closure of a City Parking is needed, please check: Mother Meres ☐ Tarpon Ave. ☐ Orange St. ☐ Court/Lemon ☐
Other: _____

Disposition of Proceeds: _____

Applicant Information:

Name of Organization: St Nicholas Cathedral
Registered Nonprofit Org.: Yes ☒ No ☐
Organizations Address: 17 E Tarpon Ave, Tarpon Springs, FL
Individual to Contact: Denise Letourneau (Telephone #) 727-937-3540 (email) _____
Alternative Contact: _____ (Telephone #) _____ (email) _____

General Information: N/A

Number of Vendors: _____ (Sponsor is required to keep a list of vendors, and must be able to produce upon request.)
Location for Designated Vendor Parking (Please complete Vendor Designated Parking Form and attach to application): _____
Approximate Number of Attendees: _____ Entrance Fee: \$ _____
Location for Attendee Parking: _____
Will Private Security be Provided: Yes ☐ No ☒ Name of Private Company: _____
Will the Following be Provided: Traffic Control: Yes ☒ No ☐ Crowd Control: Yes ☐ No ☒

Will Music be Provided: Yes ☐ No ☒ Hours of Play: _____ Band: ☐ DJ: ☐ Other: _____

Type & Location of Toilet Facilities: _____

Tent or Other Structure: Yes ☐ No ☒ Type of Structure: _____

How will Structure be Secured: _____

Solid Waste Collection/Disposal: Yes ☐ No ☒ Dumpster: ☐ Rolloff: ☐ Other: _____

If parade # of: Participants _____ Animals _____ Floats _____ Bands _____ Other _____

Amusement/Carnival Rides: Yes ☐ No ☒ Name of Company Providing Rides: _____

Types of Rides: _____ Is Diagram of Layout Attached: Yes ☐ No ☒

Will Food/Beverages be Served: Yes ☐ No ☒ Cooked on Site: ☐ Catered: ☐ Sold: ☐ Given Away: ☐

Will Alcoholic Beverages be Served: Yes ☐ No ☒ Type of Alcoholic Beverages: _____

Event Sponsor is responsible to ensure that all food/alcohol vendors have all necessary licenses as required by the Department of Business and Professional Regulations, Division of Hotels & Restaurants and/or Division of Alcohol and Tobacco, Department of Health, Environmental Health Division or any other applicable State Agency.

Equipment/Miscellaneous (please check if needed):

Barricades: ☐ How many: _____

Cones: ☐ How many: _____

Portable Stage: ☐ Location: _____

Electricity Needed: ☐ Where: _____

Public Restrooms: ☐ Hours of Opening/Closing: _____

Street Banners: ☐ Locations: _____

Additional City Trash Cans: ☐

Directional Parking Signs: ☐ Locations: _____

Other: _____

Is a check made payable to the City of Tarpon Springs for the Application Fee & Deposit Attached: Yes ☒ No ☐

If not, when will it be sent: _____

Is the Certificate of Insurance Attached: Yes ☐ No ☒ If not, when will it be sent: march 4, 2024

I (we) agree that it is my (our) responsibility to cleanup after the conclusion of the special event: Yes ☒ No ☐

I (we) have read and completed this application and it is true and correct to the best of my (our) knowledge; I (we) have read the general instructions for this application and the City of Tarpon Springs Ordinance #88-25 and agree to conform with the provisions as set forth therein. I (we) understand that knowingly providing false information on the application shall automatically void the application and cancel the event.

Dennis L. Lottum
Signature of Applicant

2/21/24
Date



TARPON SPRINGS POLICE DEPARTMENT



"Building a Better Future Through Excellence in Policing"

Jeffrey P. Young
CHIEF OF POLICE

Business Name: ST Nicholas Cathedral Phone Number: 937-3540

Address of event: 36 N Pinellas Ave

Applicant Name: _____ Phone Number: _____

Applicant's Address: _____

Applicant's Date of birth: _____ Email address: _____

Applicant's Driver's License Number: _____ State: _____

Contact Person at the event: _____

Type of event: Procession from 36 N. Pinellas to Orange St. to Hibiscus to Tarpon Ave

Will alcohol be served at the event? YES NO Number of expected Participants: _____

Requested Officer Duties(please be specific):

back
to
church

How Many Officers do you require: _____ Police Vehicle Required: YES NO

Starting Date: 3/24/24 Ending Date: _____ Starting Time: 6:00 PM Ending Time: _____

By signing this form, I agree that, I have read and understand the entire agreement and agree to pay for the services render, which are in writing or are verbally agreed upon in an emergency situation to prevent shutting down the event if it becomes too large.

Dennis L. Loefer
Applicant's signature of understanding

Approved

or
Denied

by: _____ Date: _____



444 S. HUEY AVENUE, TARPON SPRINGS, FL 34689 - PHONE: (727) 938-2849

WWW.TSPD.US

"A Full Service Accredited Law Enforcement Agency"





City of Tarpon Springs
Special Event
Designated Vendor Parking

To be submitted to the Public Works Department along with the Special Events Application.

General Information:

Name of Event: Sunday of Orthodoxy Event - Procession Only

Date of Event: March 24, 2024

Designation Location for Vendor Parking: NA

Owner/Agent of Designated Parking Area Signoff:

Owner/Agent Name (print)

Owner/Agent Signature

Owner/Agent Title

Date

Event Sponsor Signoff:

I have read and completed this form and it is true and correct to the best of my knowledge.

Dennis L. Linder
Event Sponsor Signature

2/21/24
Date



STNICO-01

PWEBSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2024

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.

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PRODUCER Hub International Florida One Urban Centre 4830 W. Kennedy Boulevard Tampa, FL 33609	CONTACT NAME:	
	PHONE (A/C, No, Ext): (727) 797-0441 FAX (A/C, No): (727) 669-0673	
INSURED St. Nicholas Greek Orthodox Church 17 E. Tarpon Avenue Tarpon Springs, FL 34689	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: GuideOne Insurance Company NAIC # 15032	
	INSURER B: Zenith Insurance Company 13269	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ D&O \$1,000,000 ☒ D&O ded \$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☒ LOC OTHER:			001214-124	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			1787-998-ARC	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 2,500			001445-101	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Z066702720	7/1/2023	7/1/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event:

March 24, 2024 - St Nicholas Sunday of Orthodoxy Procession

This will be for the procession and street closure from 6 - 7 pm approx.

CERTIFICATE HOLDER

CANCELLATION

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

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

Karen Vondra

ACORD 25 (2016/03)

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Board of Commissioners

Memorandum

Date: March 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 240076-N-PH, Single Source Purchase of Ford Original Equipment Manufacturer (OEM) Automotive Parts and Services

Recommendation

Award File No. 240076-N-PH, Single Source Purchase of Ford OEM Automotive Parts and Services to Karl Flammer Ford for the period March 31, 2024 through March 30, 2025 in an estimated annual amount of \$85,000.00. Purchase orders will only be issued against approved budgets.

Background

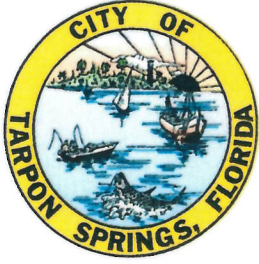
The purpose of this contract is to provide Ford OEM parts and service for city cars, vans, SUVs and light trucks (under F550). Karl Flammer Ford is the local authorized Ford parts and service dealer (see attached memo).

Funding

Funding will be identified as parts and services are needed.

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

Public Works Dept.
325 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5606

To: Janina Lewis, Procurement Director

Through: Tom Funcheon, Public Works Director 

From: Michael Vecchione, Fleet Manager 

Date: February 14, 2024.

Re: Award Renewal Contract to Karl Flammer Ford for (OEM), Parts, Supplies & Services

Recommend:

We recommend renewing Contract File No. File No. 240076-N-PH, for (OEM), Parts, Supplies & Services to Karl Flammer Ford, for the period of March 31, 2024 through March 30, 2025, in the amount of \$85,000.

Background:

Karl Flammer Ford dealership is key in keeping our vehicles on the road due to the vast majority vehicle types that they service. With their shops being so closely located to our facility, this contributes to a fast turnaround time. This renewal will help us continue to keep our vehicles on the road, as well as being safe and operational.





Board of Commissioners

Memorandum

Date: March 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Increase File No. 230176-C-AS, Fire Equipment, Supplies, and Service

Recommendation

Increase File No. 230176-C-AS, Fire Equipment, Supplies, and Service, utilizing Lake County Contract No. 22-730G with Municipal Emergency Services, Inc. (MES), effective through July 31, 2025, in an annual estimated amount not to exceed \$65,000, an increase of \$40,000, for the Fire Department (FD).

Background

On August 01, 2022, Lake County awarded Contract No. 22-730G, Fire Equipment, Supplies, and Service. On April 11, 2023, Lake County executed one (1) two (2) year renewal. On July 21, 2023, the City administratively approved Contract File No. 230176-C-AS. The purpose of this contract is to furnish and deliver ongoing and as needed fire protective equipment, supplies, and service, in accordance with the National Fire Protection Association (NFPA) code 1851 standards. The increase is needed due to an increase in personnel (see attached memo).

Funding

001-1102-522.52-00 FY24 Fire Dept. Operating Supplies; 001-1102-522.46-00 FY24 Fire Dept. Repairs and Maintenance

Strategic Plan Objective

N/A



Tarpon Springs Fire Rescue

444 HUEY AVE. SOUTH, TARPON SPRINGS, FLORIDA 34689
PHONE: (727) 938-3737 FAX: (727) 934-0598



CRAIG MISENER
Deputy Chief
Operations / EMS
cmisener@tsfr.us

SCOTT YOUNG
Fire Chief
syoun@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

KEVIN WODRICH
Fire Marshal
kwodrich@tsfr.us

To: Janina Lewis, Procurement Services Director

From: Scott Young, Fire Chief 

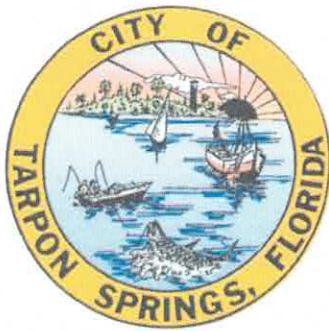
Re: Request to increase Contract File No. 230176-C-AS (BPO# 230767) for Municipal Emergency Services (MES)

Date: February 23, 2024

The Fire Department is requesting an increase to Contract File No. 230176-C-AS (BPO# 230767) in the amount of \$40,000.00 from \$25,000.00 to \$65,000.00, to pay for remaining months of fire protection equipment and repairs through the remaining period until July 31, 2025.

MES provides the department with our fire protective gear and tools by using the Lake County Contract #22-730G. Due to an increase in staffing, and to keep in compliant with the National Fire Protection Association (NFPA) code 1851 standards, the Fire Department's need for purchasing new bunker gear equipment has increased.

Funding for this will come out of accounts: FY24 *Operating Supplies* 001-1102-522.52-00 and *Repairs & Maintenance* 001-1102-522.46-00.



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: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
FROM: Anela Saday, CPPB, NIGP-CPP, Senior Procurement Analyst
DATE: 7/21/2023
SUBJECT: Administrative Approval to Award File No. 230176-C-AS, Fire Equipment, Supplies, and Service, Utilizing Lake County Contract No. 22-730G

RECOMMENDATION:

Award File No. 230176-C-AS, Fire Equipment, Supplies, and Service, utilizing Lake County Contract No. 22-730G to Municipal Emergency Services, Inc. (MES) for a two (2) year period, effective August 01, 2023 through July 31, 2025, in an estimated annual amount not to exceed \$24,999.99, for the Fire Department.

BACKGROUND:

On August 1, 2022, Lake County awarded Contract No. 22-730G, Fire Equipment, Supplies, and Service. On April 11, 2023, Lake County executed one (2) year renewal. The purpose of this contract is to furnish and deliver ongoing and as needed equipment, parts, supplies, and service, including bunker gear, and required annual testing of self-contained breathing apparatus (SCBAs) worn by firefighters to ensure their safety. The Fire Department plans to use this contract to purchase equipment for the new firetruck currently on order. Amount expended over the previous 12-months was \$7,607.34.

Approved: _____

Janina Lewis
Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

Date of Approval: 7-21-2023



Tarpon Springs Fire Rescue

444 HUEY AVE. SOUTH, TARPON SPRINGS, FLORIDA 34689
PHONE: (727) 938-3737 FAX: (727) 934-0598



CRAIG MISENER
Deputy Chief
Operations / EMS
cmisener@tsfr.us

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

SCOTT YOUNG
Fire Chief
syoun@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

RICHARD KINNEY
Fire Marshal
rkinney@tsfr.us

To: Janina Lewis, Procurement Services Director
From: Scott Young, Fire Chief 
Re: Municipal Emergency Services Contract Renewal
Date: July 18, 2023

Recommendation

Authorize contract for fire protection equipment, parts, supplies & service with Municipal Emergency Services (MES) in the amount of \$25,000.

Background

The Fire Department is required by the National Fire Protection Association (NFPA) to conduct annual testing on its SCBA's and is essential to ensure firefighter safety. MES is certified in the annual testing of our air packs. MES also provides the department with our fire protective gear and tools by using The Lake County Contract #22-730G. MES's performance has met the needs of our department with their services.

Funding

Fund for these items are budgeted in the account: *Operating Supplies* 001-1102-522.52-00,
Maintenance & Repairs 001-1102-522.46-00.



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/1/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Ward Petrie</u> Print Name: <u>Ward Petrie</u> Title: <u>SVP Finance</u> Date: <u>4/10/23</u> E-mail: <u>wpetrie@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.04.11 07:59:40 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 9/13/2022	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add the highlighted manufacturers and pricing per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>Jamie Robinson</u> Title: <u>Regional Vice President</u> Date: <u>9/13/22</u> E-mail: <u>jrobinson@mesfire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, CPPB, Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 08:19:49 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Board of Commissioners

Memorandum

Date: March 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 240079-N-AS, Single Source Purchase of Myers Pumps, Mounting Adapters, and Repair Parts

Recommendation

Award File No. 240079-N-AS, Single Source Purchase of Myers Pumps, Mounting Adapters, and Repair Parts to Vesta Sentinam LLC d/b/a Custom Pump & Controls, in an estimated amount not to exceed \$85,000, effective March 14, 2024 through March 13, 2025, for the Public Services Department - Utilities Maintenance Division and Wastewater Treatment Facility (WWTF). Purchase Orders will only be issued against approved budgets.

Background

The City currently maintains 60 sewer lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in severe conditions to maintain redundancy of service for the City. These pumps are critical to maintaining flow to the WWTF. To maintain a minimum number of repair parts and pump inventory, staff has standardized to Myers/Pentair pumps and wastewater pumping applications. Items are ordered on an as-needed basis (see attached memo). Custom Pump & Controls is the sole-authorized representative for the municipal market within the State of Florida.

Funding

402-4603-536-4600 and 402-4604-536-4600/WS2416 - Water/Sewer Enterprise Funds

Strategic Plan Objective

N/A



Public Services Department

Memorandum

Date: March 5, 2024
To: Janina Lewis, Procurement Director
Through: Paul Smith, Public Services Director *PS*
From: Raymond Page, Utilities Superintendent
Scott Labrier, Utilities Maintenance Supervisor
Subject: Authorize Single Source Purchase through Vesta Sentinam, LLC dba Custom Pump & Controls (Custom Pump & Controls) for Myers Pumps, Mounting Adapters, and Repair Parts

Recommendation

Authorize single-source purchases through Custom Pump & Controls, Inc for Myers pumps, mounting adapters, and repair parts in an estimated amount not to exceed \$85,000 for a one (1) year term for the Wastewater Treatment Facility (WWTF) and Utilities Maintenance Departments.

Background

The City currently maintains Sixty (60) sewer lift stations throughout its wastewater service area. Each lift station has multiple pumps that work in severe conditions to maintain reliability of service for the entire City. These pumps are a crucial element to maintain flow to the WWTF. The WWTF also utilizes a variety of pumps under similar operating conditions to transfer wastewater through the various treatment processes.

To maintain a minimum number of repair parts and pump inventory, City has standardized to Myers/ Pentair pumps and systems. Custom Pump & Controls, Inc. is the sole authorized representative for the City's municipal market within the State of Florida. Items are ordered on an as-needed basis.

Funding

Funds for this service are budgeted in water and sewer enterprise fund FY24 accounts 402-4603-536-4600 and 402-4604-536-4600/WS2416.

Prepared By: Public Services Department



PENTAIR FLOW TECHNOLOGIES
+1.419.289.1144 Main

740 E. Ninth Street
Ashland, OH 44805
United States
www.pentair.com

February 12, 2024

Subject: Florida Myers Distribution 2024

To Whom It May Concern:

This letter is to advise you that Custom Pump & Controls, Inc., with locations at 1840 River Oaks Road, Jacksonville, FL and 4318 North 56th Street, Tampa, FL is the sole authorized FE Myers distributor for the municipal market in the attached list of counties in the State of Florida.

This agreement gives them the right to promote and sell Myers Engineered Products for the municipal market in the counties listed for the state of Florida.

Please direct any inquiries or orders directly to Custom Pump & Controls, Inc.

Sincerely,

Brad Jernigan
Key Account Manager
Pentair
205-260-6361



PENTAIR FLOW TECHNOLOGIES
+1.419.289.1144 Main

740 E. Ninth Street
Ashland, OH 44805
United States
www.pentair.com

Florida Counties:

Leon	Citrus
Gadsden	Hernando
Liberty	Sumter
Franklin	Lake
Wakulla	Seminole
Jefferson	Orange
Madison	Polk
Taylor	Pasco
Hamilton	Hillsborough
Columbia	Pinellas
Baker	Manatee
Nassau	Sarasota
Duval	Brevard
Bradford	Osceola
Union	Hardee
Suwannee	Highlands
Lafayette	Glades
Gilchrist	DeSoto
Alachua	Lee
Clay	Charlotte
St. Johns	Hendry
Flagler	Collier
Volusia	Miami Dade
Putnam	Broward
Marion	Palm Beach
Levy	Martin
Dixie	St. Lucie
	Okeechobee
	Little River



Board of Commissioners

Memorandum

Date: March 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 240082-N-AS, Single Source Purchase of Lift Station Supervisory Control & Data Acquisition (SCADA) System

Recommendation

Award File No. 240082-N-AS, Single Source Purchase of Lift Station Supervisory Control & Data Acquisition (SCADA) system to Data Flow Systems, LLC (DFS), in the estimated annual amount of \$60,000.00, effective March 21, 2024 through March 20, 2025, for the Public Services Department - Utilities Maintenance and Recreation Divisions.

Background

On July 25, 2005, the Board selected, on a competitive basis (RFP 050013), Data Flow Systems, Inc. (DFS), to provide and install a SCADA communications system at several remote lift stations citywide. The City currently maintains 52 monitoring systems that utilize DFS equipment to remotely monitor and control sewer lift stations, five (5) potable water wells, four (4) recreational park light control systems, and the City Splash Park. The SCADA system provides the City with a secure connection and control of the sanitary sewer transmission system and water production wells, including immediate notification in an emergency event (see attached memo). The purpose of this contract is to provide ongoing remote data monitoring, communication equipment, and installation services for the City's SCADA system. DFS is the sole source provider for the design and manufacture of the system and associated software in the State of Florida.

Funding

402-4604-536-4600/6300 and 402-4302-536-4600/6300 Water and Sewer Enterprise Fund accounts and 001-1402-572-4600 – Recreation Division

Strategic Plan Objective

N/A



Paul Smith
Public Services Director

Public Services Department

Memorandum

Date: March 5, 2024

To: Janina Lewis, Procurement Services Director

Through: Paul Smith, Public Services Director *PS*

From: Ray Page, Utilities Superintendent
Scott LaBrier, Utilities Maintenance Supervisor

Subject: Authorize a single source contract with Data Flow Systems Inc. to purchase equipment and related services for the City's Supervisory Control and Data Acquisition (SCADA) System

Recommendation

Authorize a single source contract with Data Flow Systems Inc. (DFS) for SCADA equipment and related services, effective March 21, 2024, through March 20, 2025, in an estimated amount not to exceed \$60,000 for Utilities Maintenance.

Background

The City currently has the following monitoring systems in service that have been purchased from DFS: fifty-two (52) lift stations, five (5) potable water well systems, four (4) recreational park light control systems, and the City Splash Park. The DFS systems allow staff to monitor and control these facilities, which ensures reliability and compliance with the Department of Environmental Protection for Utilities applications and improved energy efficiency for the lighting and splash park systems.

A competitive RFP process yielded DFS as the most cost-effective and qualified company that holds the copyright to the proprietary software and hardware. This system provides the City with a secure connection control of the sanitary sewer transmission system and water production wells, including immediate staff notification in the event of an emergency. The system provides the quickest response possible to prevent a sewage overflow and water concerns. DFS is the single source provider for the design, manufacture, and service of the entire TAC II Scada System product line in the State of Florida.

City staff are trained and certified to repair, upgrade, and install these DFS systems at a great cost savings to the City. This annual funding allows for the monitoring and control system to continue to be upgraded, expanded, and repaired when needed.

Funding

Funds have been budgeted in water and sewer enterprise fund accounts 402-4302-4600/6300 and 402-4604-536-4600/6300; and Recreation Division account 001-1402-572-4600.



February 16, 2024

Mr. Scott Labrier
City of Tarpon Springs
Email: slabrier@ctsfl.us

RE: TAC II SCADA System
Sole Source Status

Dear Mr. Labrier,

Please consider this document official confirmation that Data Flow Systems, Inc. (DFS), of Melbourne, Florida, is the sole source provider for the TAC II SCADA System and associated Remote Terminal Units (RTUs), Telemetry Control Units (TCUs), TAC Pack TCU RTUs, Hyper SCADA Servers (HSS), and DFS HTX SCADA Software as currently utilized by the City of Tarpon Springs. DFS is also the sole source provider for all associated repairs, service and training.

DFS is responsible for the design, manufacture, and service of the entire TAC II SCADA System product line. There are no other manufacturers, dealers, distributors or service organizations that offer these products and associated services in the State of Florida. The TAC II SCADA System is Made in the USA.

Should you have any questions or require additional information, please contact me at 321-259-5009.

Sincerely,

A handwritten signature in cursive script that reads "Maria Herbert".

Maria Herbert
Sales Administrator
Data Flow Systems, Inc.



Board of Commissioners

Memorandum

Date: March 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Increase File No. 200049-B-JL, Sludge Hauling and Disposal

Recommendation

Increase File No. 200049-B-JL, Sludge Hauling and Disposal with Appalachian Material Services, Inc. (AMS), effective through March 12, 2025, in an estimated annual amount not to exceed \$160,000, an increase of \$25,562.50, for the Public Services Department - Wastewater Treatment Facility (WWTF).

Background

On March 13, 2020, the BOC approved the subject Contract. WWTF is a highly advanced biological treatment process that produces biosolids as a by-product in normal daily operation. Per Florida Department of Environmental Protection operating permit requirements, biosolids must be properly treated and disposed of at a permitted disposal facility. The purpose of this contract is to provide for the disposal of dewatered cake sludge generated at the WWTF on an ongoing and as needed basis.

The Contract terms required pricing to remain firm for the initial twelve (12) month period. The unit rate of \$49.775 per ton for biosolids hauling and disposal services was held for three (3) years. AMS incurred record chemical and fuel increases and submitted a price escalation request that was approved at the current rate of \$57.130 per ton, based on the most recent U.S. Bureau of Labor Statistics, Employment Cost Index news release (see attached memo). The requested \$160,000 annual authorization is based on a \$150,000 anticipated annual cost with a \$10,000 contingency for any higher-than-expected processing requirement.

Funding

402-4603-536-3400 Wastewater, FY24 Water and Sewer Enterprise Fund

Strategic Plan Objective

N/A



Paul Smith
Public Services Director

Public Services Department

Memorandum

Date: March 5, 2024

To: Janina Lewis, Procurement Services Director

Through: Paul Smith, Public Services Director *PS*
R. Thomas Kiger, Public Services Assistant Director
Raymond Page, Utilities Superintendent

From: Robert Marcincuk, Wastewater Division Manager

Subject: Authorize Increase of Annual Amount for Contract File No. 200049-B-JL, Biosolids Hauling and Disposal for the Wastewater Treatment Facility

Recommendation

Authorize an annual increase of \$25,562.50 to Contract File No. 200049-B-JL from \$134,437.50 to \$160,000.00 for continued, as needed biosolids hauling and disposal for the Wastewater Treatment Facility (WWTF).

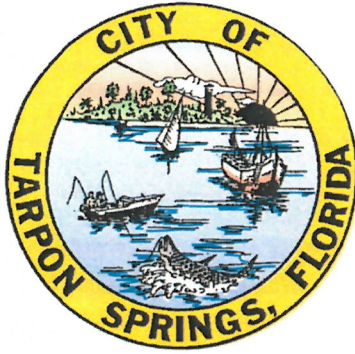
Background

The WWTF is a highly advanced biological treatment process that produces biosolids as a by-product in normal daily operation. Per Florida Department of Environmental Protection operating permit requirements, biosolids must be properly treated and disposed at a permitted disposal facility.

The Procurement Services Department completed a competitive bidding process for biosolids hauling and disposal (Bid # 200049-B-JL). Three vendors submitted timely bids. The Wastewater Division and Procurement Services awarded this contract to the lowest responsive/responsible bidder, Appalachian Material Services, Inc. (AMS). The unit rate for biosolids hauling and disposal of \$49.775 per ton and pricing was held for three years. AMS incurred record chemical and fuel increases and submitted requests to Procurement for a pricing increase that were justified and consistent with the provisions of their contract at the rate of \$57.130 per ton. The \$160,000 annual authorization requested is based on a \$150,000 anticipated annual cost with a \$10,000 contingency for any higher-than-expected tonnage processing requirement.

Funding

Funds have been budgeted in water and sewer enterprise fund Wastewater account 402-4603-536-3400 in the current fiscal year budget.



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, Procurement Services Director

FROM: Janina Lewis, Senior Procurement Analyst

DATE: 02/25/2020

SUBJECT: Award Bid No. 200049-B-JL, Sludge Hauling

RECOMMENDATION:

Award Bid No. 200049-B-JL, Sludge Hauling to Appalachian Material Services, Inc. for the period of March 13, 2020 through March 12, 2025, in the estimated annual amount of \$134,437.50, for the Waste Water Treatment Facility.

BACKGROUND:

The purpose of this contract is to provide for the disposal of dewatered cake sludge generated at the Wastewater Treatment Facility on an as-needed basis.

Pricing will remain firm for the initial twelve (12) month period. Any escalation in prices will be made on an annual basis thereafter by mutual agreement between the City and the Contractor. Increases in prices shall be based on the most recent U.S. Bureau of Labor Statistics, Employment Cost Index news release text 12-month percentage changes in the Employment Cost Index, not seasonally adjusted. Annual increase shall not exceed five percent (5%) (see attached memo).

FUNDING: 402-4603-536-34 Sewage Treatment

Accepted by: _____

City Manager

Attest: _____

City Clerk



Tabulation of Submittals
For
Bid No. 200049-B-JL
Sludge Hauling Services
Wednesday, February 5, 2020 @ 3:00 p.m.

Appalachian Material Services, Inc. Terra Ceia, Florida	\$124,437.50
Synagro Technologies, Inc. Baltimore, Maryland	\$142,500.00
Merrell Bros. Inc. Kokomo, Indiana	\$144,925.00

Broadcast: 252 Plan holders: 10 Responses: 3

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.



Paul Smith
Public Services Director

Public Services Department

Memorandum

Date: February 19, 2020
To: Jay Jackus, Procurement Services Director
Through: Paul Smith, Public Services Director *PS*
From: Raymond Page, Utilities Superintendent
R. Thomas Kiger, Wastewater Division Manager
Subject: Award Contract with Appalachian Material Services, Inc for Biosolids Hauling, Treatment, and Disposal for the Wastewater Treatment Facility (WWTF)

Recommendation

Award a five-year contract with vendor Appalachian Material Services, Inc for biosolids hauling, treatment and disposal services for the WWTF in the annual estimated amount not to exceed \$124,437.50.

Background

The Wastewater Treatment Facility is a highly advanced biological treatment process that produces biosolids as a by-product in normal daily operation. Per Florida Department of Environmental Protection operating permit requirements, biosolids must be properly treated and disposed at a permitted disposal facility.

The Procurement Services Department completed a competitive bidding process for biosolids hauling and disposal (Bid # 200049-B-JL). Three vendors submitted timely bids. The Wastewater Division and Procurement Services intend to award this contract to the lowest responsive/responsible bidder, Appalachian Material Services, Inc. (AMS). The unit rate for biosolids hauling and disposal is \$49.775 per ton. The previous contract award and current cost is \$48.573 per ton based on the 2015 award. AMS is the current vendor for this service and was 18% lower than the second lowest bid. AMS has also agreed to hold pricing for the 5-year term. The \$124,437.50 annual authorization request is based on actual past quantities.

Funding

Funding for this service is included in the operating budget in the Wastewater (Sewage) Treatment Account 402-4603-536-3400.



Board of Commissioners

Memorandum

Date: March 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 240087-C-AS, Pipe Fittings and Accessories

Recommendation

Award File No. 240087-C-AS, Pipe Fittings and Accessories, utilizing Pasco County Contract No. IFB-DS-22-172, with Pasco Pipe Supply, Inc., effective from the date of approval through May 08, 2026, in an estimated annual amount not to exceed \$35,000, for the Public Services Department – Water Conveyance Division.

Background

Water Conveyance uses wastewater and water conveyance supplies which are essential to its daily operations. The City is still experiencing pandemic related supply chain issues for utility supplies, causing operational delays and long lead times between the time parts are ordered with current contracted suppliers and the time the orders are received. Approval of this contract will allow City staff to purchase as needed pipe fittings and accessories locally (see attached memo). Pasco County competitively bid and awarded the subject contract to Pasco Pipe Supply, Inc. Contract pricing will be extended to the City by the supplier.

Funding

Water and sewer enterprise funds, Repairs and Maintenance accounts 402-4303-536.4600 and 402-4602-536.4600 FY24 budget.

Strategic Plan Objective

N/A



Paul Smith
Public Services Director

Public Services Department

Memorandum

Date: March 5, 2024
To: Janina Lewis, Procurement Services Director
Through: Paul Smith, Public Services Director *PS*
Raymond Page, Utilities Superintendent
From: Heather Freundel, Water Conveyance Supervisor
Subject: Authorize a contract with Pasco Pipe Supply Inc. utilizing Pasco County Contract IFB-DS-22-172 for as needed Pipe Fittings and Accessories

Recommendation

Authorize a contract utilizing Pasco County Contract IFB-DS-22-172 with Pasco Pipe Supply Inc. for as needed purchases of pipe fittings and accessories, effective through May 08, 2026, in an annual estimated amount not to exceed \$35,000.00, for the Water Conveyance Division.

Background

The Water Conveyance Division of the Public Services Department utilizes wastewater and water conveyance supplies that are essential to everyday operations. The City is still experiencing pandemic related supply chain issues for utility supplies which has created the need for more vendors to ensure the Water Conveyance Division can obtain materials for daily operations. This authorization will provide for the purchase of as needed pipe fittings and accessories in a timely fashion. There are still time constraints with our current vendors experiencing extended lead times between the time the parts are ordered and the parts are received. Approval of this contract will allow the City to purchase pipe fittings and accessories for emergencies as well as daily operations. Pasco County competitively bid and awarded the subject Contract. Contract pricing will be extended to the City by the supplier.

Funding

Funds for these purchases have been planned in the water and sewer enterprise funds, Repairs & Maintenance in accounts 402-4303-536.4600 and in the operating budget in 402-4602-536.4600 in the FY 2024 budget.

Prepared By: Public Services Department

**BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM**

BCC APPROVED 5/9/2023

COMMISSION DISTRICT: All **FILE NO.:** PIFBA23-0259 **DATE:** 5/9/2023

SUBJECT: Additional Purchase Authority – Ferguson Enterprises, LLC d/b/a Ferguson Waterworks and Pasco Pipe Supply, Inc. – As Needed Pipe Fittings and Accessories – \$400,000.00

REFERENCES: IFB-DS-22-172, PIFBA22-0560

AGENDA SECTION: Consent Agenda

THRU: Branford Adumuah, Assistant County Administrator

FROM: Justin Grant, Public Infrastructure Fiscal and Business Administration Director

RECOMMENDED BOARD ACTION:

Approve additional purchasing authority with Ferguson Enterprises, LLC d/b/a Ferguson Waterworks (Ferguson) and Pasco Pipe Supply, Inc. (Pasco Pipe), for as needed pipe fittings and accessories, in the additional Not to Exceed (NTE) amount of \$400,000.00 for Fiscal Year (FY) 2023, for a cumulative NTE amount of \$6,400,000.00 for the three-year contract term.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On September 20, 2022, the Board of County Commissioners (BCC) approved the award of Bid No. IFB-DS-22-172 to Ferguson and Pasco Pipe, for as needed pipe fittings and accessories, in the annual NTE amount of \$2,000,000.00 for FY 2023; \$2,000,000.00 for FY 2024; and \$2,000,000.00 for FY 2025, for a cumulative NTE amount of \$6,000,000.00 for the three-year term of the contract.

The Utilities Operations and Maintenance Department is aggressively replacing non-operable valves and installing new ones in multiple areas of Pasco County's west side potable system to limit the impact on Pasco County Utilities customers during water outages. This will also improve the water quality as blowoff valves are being installed on each street. This also includes the Aqua and Lindrick water systems that have been acquired over the last three years. These upgrades will include additional mechanical joint fittings, hydrants, and other fittings.

The Utilities Warehouse Services Division, with concurrence from the Purchasing Department, requests approval of additional purchasing authority with Ferguson and Pasco Pipe in the additional NTE amount of \$400,000.00 for FY 2023, resulting in a new cumulative NTE amount of \$6,400,000.00 for the three-year contract term.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of \$400,000.00 is budgeted and available for FY 2023 in the Water & Wastewater Unit Fund, Warehouse Services.

DISTRIBUTION:

Not applicable.

ATTACHMENT(S):

1. PIFBA23-0259 Memorandum PIFBA22-0560



Board of Commissioners

Memorandum

Date: March 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Patricia Hall, Senior Procurement Analyst
Subject: Award File No. 240088-C-PH, Automobiles, SUVs, Vans and Light Trucks with Related Equipment and Accessories

Recommendation

Award File No. 240088-C-PH, Automobiles, SUVs, Vans and Light Trucks with Related Equipment and Accessories, utilizing Sourcewell Contract No. 091521-NAF through Alan Jay for the purchase of a GMC Sierra in the amount of \$74,975.00 for the Public Services Department - Utility Maintenance (Lift Stations).

Background

The existing vehicle Asset No. 00005979, a 2010 Ford F350 Extended Cab, has reached the end of its useful life. This vehicle will be replaced by a 2024 GMC Sierra in the amount of \$74,975.00. This vehicle was identified in the capital improvement plan for FY24 vehicle replacements (see attached memos).

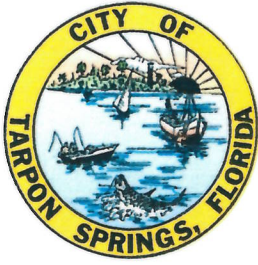
The Sourcewell contract has been awarded by virtue of a public competitive process and has been made available to local governments.

Funding

Water-Sewer / 402-4603-536.6400

Strategic Plan Objective

N/A



City of Tarpon Springs, Florida

Public Works Dept.
325 E. Pine Street
Tarpon Springs, FL 34689
(727) 942-5606

To: Janina Lewis, Procurement Services Director
Through: Tom Funcheon, Public Works Director 
From: Michael Vecchione, Fleet Manager 
Date: February 27, 2024
Re: Purchase of 2024 GMC Sierra 3500 Crew Cab

Recommendation:

Approve the purchase of a 2024 GMC Sierra 3500HD, Crew Cab, 4WD, Utility body, for the Lift Stations Department utilizing the SourceWell contract 2024 091521-NAF, in the amount of \$74,975.00.

Background:

While receiving a new GMC Sierra, Lift Stations department will be turning in vehicle 5979 a 2010 Ford F-350 XL. This vehicle has passed its use of life and has major vehicle wear.

This vehicle will be utilized to assist in emergency management lift station servicing and lift station repair.

Alan Jay is our vender of choice for this vehicle purchases due to their vehicle availability, fast delivery time, aftermarket parts install and aftermarket parts warranty.

Funding:

Funds will come from account 402-4603-536-6400.



Paul Smith
Public Services Director

Public Services Department

Memorandum

Date: February 23, 2024
To: Michael Vecchione, Fleet Manager
Through: Paul Smith, Public Services Director
From: Raymond Page, Utilities Superintendent
Scott LaBrier, Utilities Maintenance Supervisor
Subject: Department Vehicle Request for FY 2024

A handwritten signature in black ink, appearing to be "T Kiger", enclosed within a circular outline.

T Kiger for PS Dept

Recommendation

Request to replace the following vehicle for the Utility Maintenance (Lift Station) Department:

- Replace vehicle #5979, a 2010 Ford F350 Extended Cab, with a similar capacity 2024 GMC Sierra 3500HD CC (TK31043) 4WD Crew Cab 177" WB, 60" CA Pro, at a cost of \$74975

The City's Fleet Department has identified vehicle replacement needs and this vehicle is identified for FY24 replacement. The existing vehicle, that has reached the end of its useful life, and is currently undersized for the Department's needs. This is a planned vehicle replacement that was scheduled in the utilities multi-year capital plan for vehicle replacement. This vehicle will be transferred to Fleet department for disposal assessment and processing.

Funding

Funds have been budgeted in account 402-4603-536-6400 in the 2024 Fiscal Budget.



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	52564-10
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
2/14/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
2/23/2024

REQUESTING AGENCY	TARPON SPRINGS, CITY OF			
CONTACT PERSON	Michael Vecchione	EMAIL	MVECCHIONE@CTSFL.US	
PHONE	727-942-5629 Ext. 2229	MOBILE	727-916-2658	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	TK31043 1SA	MSRP	\$51,900.00
2024 GMC SIERRA 3500HD CREW CAB CHASSIS 4WD DRW 60"CA WORK TRUCK			

CUSTOMER ID **NJPA PRICE** **\$49,846.00**

BED LENGTH	60" CA
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** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
L5P	Engine, Duramax 6.6L Turbo-Diesel V8	\$9,490.00
MGM	Transmission, Allison 10-speed automatic	\$0.00
1SA	OPTIONS Pro Preferred Equipment Group	\$0.00
9L3	Spare tire delete	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
BHP	Winter Grille Cover	\$0.00
DBG	Mirrors, outside power-adjustable vertical trailing	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo	\$0.00
K05	Engine block heater	\$0.00
K40	Exhaust brake	\$0.00
KI4	Power outlet, instrument panel, 120-volt (400 watts)	\$150.00
KW5	Alternator, 220 amps	\$0.00
RVQ	LPO, Black tubular assist steps, 6" rectangular	\$790.00
ZLQ	Fleet Convenience Package	\$435.00
---	Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr, maintenance-free	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$10,865.00
LTE CST110VVD	STAHL Manufacturing 9' DRW Service body with LED Lights, Std Shelving Pkg, Step Bumper, Powder Coated White. (Req's 60" CA) (Includes 2nd Stage MSO, Completed Vehicle Certification & Weight Slip).		\$12,644.00
LTE HITCH	2.5" RECEIVER HITCH (20,000# RATED) WITH 7 WAY PLUG		\$650.00
LTE CAM	INSTALL FACTORY BACK UP CAMERA ON BACK OF UTILITY BED.		\$145.00
TRANSPORT	TRANSPORATION FROM (SC) TO (FL).		\$900.00
FS RSL TRK-AW	Federal Signal Road Side Lighting Package includes 2 Micropulse LED's (Split Amber/White) in Grille, 2 Micropulse LED's (Split Amber/White) mounted to rear tail gate with white bezel, 1 eight head Amber Signal Master stick installed inside back glass, 1 Compact Digital Soft Button 6 switch controller.		\$1,830.00
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00
OTPC	ONE TIME PRICE CONCESSION (Help Meet Budget Constraint)		(\$2,150.00)

CONTRACT OPTIONS **\$14,264.00**

TRADE IN

TOTAL COST

\$74,975.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S)

QTY

1

\$74,975.00

Estimated Annual payments for 60 months paid in advance: \$16,791.32

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

ORDERED UNIT VIN: [RF341901]

VEHICLE QUOTED BY

ASHLEE WILSON

GOVERNMENT ACCOUNT MANAGER

Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.

I am always happy to be of assistance.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 3500HD CC (TK31043) 4WD Crew Cab 177" WB, 60" CA Pro ( Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 GMC Sierra 3500HD CC (TK31043) 4WD Crew Cab 177" WB, 60" CA ProMSRP:\$51,900.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, Duramax 6.6L Turbo-Diesel V8

Transmission, Allison 10-speed automatic

OPTIONS

CODE	MODEL	MSRP
TK31043	[Fleet] 2024 GMC Sierra 3500HD CC (TK31043) 4WD Crew Cab 177" WB, 60" CA Pro	\$51,900.00
OPTIONS		
1SA	Pro Preferred Equipment Group	\$0.00
5N5	Rear Camera Kit	\$73.00
9L3	Spare tire delete	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
BHP	Winter Grille Cover	Inc.
DBG	Mirrors, outside power-adjustable vertical trailing	Inc.
FE9	Emissions, Federal requirements	\$0.00

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Data Version: 20277. Data Updated: Aug 24, 2023 6:40:00 PM PDT.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 3500HD CC (TK31043) 4WD Crew Cab 177" WB, 60" CA Pro (Complete)

GAZ	Summit White		\$0.00
GU6	Rear axle, 3.42 ratio	Inc.	
H2G	Jet Black, Vinyl seat trim		\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo		\$0.00
K05	Engine block heater	Inc.	
K40	Exhaust brake	Inc.	
KI4	Power outlet, instrument panel, 120-volt (400 watts)		\$150.00
KW5	Alternator, 220 amps	Inc.	
L5P	Engine, Duramax 6.6L Turbo-Diesel V8		\$9,490.00
MGM	Transmission, Allison 10-speed automatic	Inc.	
RVQ	LPO, Black tubular assist steps, 6" rectangular		\$795.00
ZLQ	Fleet Convenience Package		\$435.00
—	Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr, maintenance-free	Inc.	
SUBTOTAL			\$62,843.00
Adjustments Total			\$0.00
Destination Charge			\$1,895.00
TOTAL PRICE			\$64,738.00

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2024 GMC Sierra 3500HD CC (TK31043) 4WD Crew Cab 177" WB, 60" CA Pro (Complete)

Standard Equipment

Package	Sierra HD Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UFL) Lane Departure Warning, (T8Z) Buckle to Drive and (UHY) Automatic Emergency Braking
Mechanical	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)
	Transmission, Allison 10-Speed automatic (STD)
	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)
	Push Button Start
	Auto-locking rear differential
	Air filter, heavy-duty
	Air filtration monitoring
	Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)
	Four wheel drive
	Cooling, external engine oil cooler
	Cooling, auxiliary external transmission oil cooler
	Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
	Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
	Trailer brake controller, integrated
	Recovery hooks, front, frame-mounted, Black
	Body, Chassis Cab
	Frame, fully-boxed, hydroformed front section and an open "C" rear section
	GVWR, 14,000 lbs. (6350 kg)
	Suspension Package
	Steering, Recirculating Ball with smart flow power steering system
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Fuel tank, front and rear, 63.5 gallon (240 liters)
	Capped Fuel Fill

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Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 3500HD CC (TK31043) 4WD Crew Cab 177" WB, 60" CA Pro (Complete)

Exterior

Wheels, 17" (43.2 cm) painted steel
Spare tire delete Deletes the spare tire and wheel. (STD)
Wheel trim, painted center caps
Tires, LT235/80R17E all-terrain, blackwall
Bumper, front chrome lower
Bumper, rear, delete
Moldings, beltline, Black
Grille (Chrome with flat black grille insert bars.)
Headlamps, Animated LED projectors, LED turn signals and Daytime Running Lamps
IntelliBeam, automatic high beam on/off (Included and only available with (PDI) Sierra HD Pro Safety.)
Lamps, Smoked Amber roof marker, (LED)
Lamps, cargo area, cab mounted integrated with center high mount stop lamp with switch in bank on left side of steering wheel
Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)
Glass, solar absorbing, tinted
Door handles, Black grained

Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)
Audio system feature, 6-speaker system (Requires Crew Cab model.)
Bluetooth for phone, connectivity to vehicle infotainment system
SiriusXM enjoy a Platinum Plan trial subscription (Requires (UE1) OnStar. IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)
Wireless phone projection for Apple CarPlay and Android Auto
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
Seat adjuster, driver 4-way manual

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Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 3500HD CC (TK31043) 4WD Crew Cab 177" WB, 60" CA Pro (Complete)

Interior	
	Seat adjuster, passenger 4-way manual
	Vinyl seat trim
	Seat, rear 60/40 folding bench (folds up), 3-passenger, (includes child seat top tether anchor) (Not available with Regular Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering wheel, urethane
	Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Compass, located in instrument cluster
	Driver Information Center, 3.5" diagonal monochromatic display
	Exterior Temperature Display, located in radio display
	Windows, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down
	Door locks, power
	Remote Keyless Entry
	Power outlet, front auxiliary, 12-volt
	USB ports, 2, Charge/Data ports located on instrument panel
	Air conditioning, single-zone
	Air vents, rear (Not available with Regular Cab model.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
	GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
	Back-up alarm calibration This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting

Safety-Mechanical	
	Front Pedestrian Braking (Included and only available with (PDI) Sierra HD Pro Safety.)
	Low Speed Forward Automatic Braking (Included and only available with (PDI) Sierra HD Pro Safety.)
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
	Brake lining wear indicator

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Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 3500HD CC (TK31043) 4WD Crew Cab 177" WB, 60" CA Pro (Complete)

Safety-Exterior

Daytime Running Lamps, LED signature lighting

Safety-Interior

- Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)
- Rear Seat Reminder (Requires Crew Cab model.)
- Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) Sierra HD Pro Safety.)
- Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
- OnStar and GMC connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
- Forward Collision Alert (Included and only available with (PDI) Sierra HD Pro Safety.)
- Following Distance Indicator (Included and only available with (PDI) Sierra HD Pro Safety.)
- Lane Departure Warning (Included and only available with (PDI) Sierra HD Pro Safety.)
- 3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

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Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 3500HD CC (TK31043) 4WD Crew Cab 177" WB, 60" CA Pro ( Complete)

WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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Data Version: 20277. Data Updated: Aug 24, 2023 6:40:00 PM PDT.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 GMC Sierra 3500HD CC (TK31043) 4WD Crew Cab 177" WB, 60" CA Pro (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MGM
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.54
Second Gear Ratio (:1)	2.86	Third Gear Ratio (:1)	2.06
Fourth Gear Ratio (:1)	1.72	Fifth Gear Ratio (:1)	1.48
Sixth Gear Ratio (:1)	1.26	Reverse Ratio (:1)	4.54
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Magna MP1625/6
Transfer Case Gear Ratio (:1), High	1.00	Transfer Case Gear Ratio (:1), Low	2.72
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	0.68
Tenth Gear Ratio (:1)	0.63		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	L5P	Engine Type	Turbocharged Diesel V8
Displacement	6.6L/403	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	470 @ 2800	SAE Net Torque @ RPM	975 @ 1600
Engine Oil Cooler	Yes		

Electrical

Cold Cranking Amps @ 0° F (Primary)	730	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	220

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Vehicle: [Fleet] 2024 GMC Sierra 3500HD CC (TK31043) 4WD Crew Cab 177" WB, 60" CA Pro ( Complete)

Powertrain

Cooling System

Total Cooling System Capacity	N/A
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Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A
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Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	5600 lbs
Gross Axle Wt Rating - Rear	10400 lbs	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	N/A
Reserve Axle Capacity - Rear	N/A	As Spec'd Curb Weight	N/A
As Spec'd Payload	N/A	Maximum Payload Capacity	N/A
Gross Combined Wt Rating	40000 lbs	Gross Axle Weight Rating	16000.00 lbs
Curb Weight	N/A	Reserve Axle Capacity	N/A
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	14000.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	N/A		

Frame

Frame Type	Hydroformed Fully -Boxed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A

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Vehicle: [Fleet] 2024 GMC Sierra 3500HD CC (TK31043) 4WD Crew Cab 177" WB, 60" CA Pro (✔ Complete)

Chassis

Frame

Frame Thickness	N/A
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Suspension

Suspension Type - Front	Short Long Arm w/Torsion Bar	Suspension Type - Rear	3-Stage Multi-Leaf Spring
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.42	Axle Ratio (:1) - Rear	3.42
Shock Absorber Diameter - Front	51 mm	Shock Absorber Diameter - Rear	51 mm
Stabilizer Bar Diameter - Front	1.38 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QZT	Rear Tire Order Code	QZT
Spare Tire Order Code	N/A	Front Tire Size	LT235/80R17E
Rear Tire Size	LT235/80R17E	Spare Tire Size	N/A
Front Tire Capacity	2805 lbs	Rear Tire Capacity	2833 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x -TBD- in	Rear Wheel Size	17 x -TBD- in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A

Steering

Steering Type	Pwr Recirculating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	57.5 ft	Turning Diameter - Wall to Wall	N/A

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Vehicle: [Fleet] 2024 GMC Sierra 3500HD CC (TK31043) 4WD Crew Cab 177" WB, 60" CA Pro ( Complete)

Chassis

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14 x 1.6 in
Rear Brake Rotor Diam x Thickness	14 x 1.6 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	63.5 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	Front & Rear	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	40.12 in
Second Leg Room	43.4 in	Second Shoulder Room	65.3 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	176.79 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	270.3 in
Width, Max w/o mirrors	80.84 in	Height, Overall	80.1 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	157.14 in	Cab to Axle	60 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	89.15 in
Ground Clearance, Front	8.15 in	Ground Clearance, Rear	8.15 in
Body Length	0.00 ft	Cab to Body	N/A

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Vehicle: [Fleet] 2024 GMC Sierra 3500HD CC (TK31043) 4WD Crew Cab 177" WB, 60" CA Pro (✔
Complete)

Dimensions

Cargo Area Dimensions

Cargo Box Width @ Top, Rear	N/A	Cargo Box Width @ Floor	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Tailgate Width	N/A	Cargo Volume	N/A
Ext'd Cab Cargo Volume	N/A		

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**SOURCEWELL
STATE OF MINNESOTA**

Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

Resolution No. 2021-14

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Arts

and the following voted in favor: (list names here)

Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Sara Nagel

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Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - June 2021

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

Roadway Paving Equipment
Vehicles, Cars, Vans, SUVs and Light Duty Trucks with Related Equipment, and Accessories
Express Courier, Shipping and Logistics

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Auto Plus Auto Parts	032521-PEP	"Aftermarket Vehicle Parts and Supplies"
Imperial Supplies, LLC	032521-IMP	"Aftermarket Vehicle Parts and Supplies"
Jasper Holdings, Inc.	032521-JAS	"Aftermarket Vehicle Parts and Supplies"
NAPA Auto Parts	032521-GPC	"Aftermarket Vehicle Parts and Supplies"
O'Reilly Auto Parts	032521-ORA	"Aftermarket Vehicle Parts and Supplies"
Cascade Engineering, Inc.	041521-CEI	"Plastic Refuse and Recycling Containers with Related Technology Solutions"
ReCollect Systems, Inc.	041521-RCS	"Plastic Refuse and Recycling Containers with Related Technology Solutions"
Rehrig Pacific Company	041521-REH	"Plastic Refuse and Recycling Containers with Related Technology Solutions"
Toter, LLC	041521-TOT	"Plastic Refuse and Recycling Containers with Related Technology Solutions"
Eduporium, Inc.	040121-EDU	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
H2I Group	040121-H2I	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
Lakeshore Learning Materials	040121-LSH	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
Palmer Hamilton, LLC	040121-PHL	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
Prophet Corp./STEM Supplies	040121-STM	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
Sid Tool Co./MSC Industrial Supply	040121-MSI	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
STEM For Kids	040121-SFK	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
Box Gang Manufacturing	040621-BXG	"Bulk Solid Waste and Recycling Equipment"
Hol-Mac Corporation	040621-HMC	"Bulk Solid Waste and Recycling Equipment"
Marathon Equipment Company	040621-MEC	"Bulk Solid Waste and Recycling Equipment"
Petersen Industries, Inc.	040621-PII	"Bulk Solid Waste and Recycling Equipment"
Wastequip Manufacturing Company, LLC	040621-WQI	"Bulk Solid Waste and Recycling Equipment"
Facility Optimization Solutions, LLC	050421-FAC	"JOC or IQCC Program Management Consulting Services"
The Gordian Group, Inc.	050421-GGI	"JOC or IQCC Program Management Consulting Services"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
APi National Service Group	031517-API	"Facility Security Equipment, Systems and Services with Related Equipment and Supplies"
The Toro Company	062117-TTC	"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"
Bandit Industries, Inc.	062117-BAN	"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"
Kubota Tractor Corporation	062117-KBA	"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"
Deere & Company	062117-DAC	"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"
Morbark, LLC	062117-MBI	"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"

NEW ezIQc CONTRACTS

Company Name	Contract Number	State - Region - Type of Work

ezIQc RENEWALS

Company Name	Contract Number	

**SOURCEWELL
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

11/16/2021

Resolution No. 2021-27

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Nagel
and the following voted in favor: (list names here)
Wilson, Zylka, Nagel, Thomas, Arts, Kircher
and the following voted against: (list names here or "NONE")
None
whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Sara Nagel

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Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - November 2021
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

 Fleet Management Services
 Medical Supply Catalog Solutions

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Active Deployment Systems, Inc.	081721-ADP	"Restroom and Shower Facility Solutions"
Comac Corp./Niu Toilet	081721-NIU	"Restroom and Shower Facility Solutions"
CXT, Inc.	081721-CXT	"Restroom and Shower Facility Solutions"
Public Restroom Company	081721-PRM	"Restroom and Shower Facility Solutions"
Romtec, Inc.	081721-RMT	"Restroom and Shower Facility Solutions"
Michelin North America, Inc.	082521-MLN	"Tires with Related Equipment and Supplies"
United Parcel Service, Inc.	090121-UPS	"Express Courier and Ground Delivery Logistics Services"
National Auto Fleet Group	091521-NAF	"Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
The Goodyear Tire & Rubber Company	102517-GTC	"Tires and Related Equipment, Supplies and Services"

NEW ezIQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work
Foti Contracting LLC	OH-R1-GC01-102021-FCL	State of Ohio - Region 1 - General Contracting
F.H. Paschen	OH-R1-GC02-102021-FHP	State of Ohio - Region 1 - General Contracting
Place Services, Inc.	OH-R1-GC03-102021-PLA	State of Ohio - Region 1 - General Contracting
Centennial Contractors Enterprises	OH-R1-GC04-102021-CCE	State of Ohio - Region 1 - General Contracting
Johnson-Laue Construction Ohio, LLC	OH-R1-GC05-102021-JLC	State of Ohio - Region 1 - General Contracting
The Lusk Group	OH-R1-GC06-102021-LUS	State of Ohio - Region 1 - General Contracting
The K Company, Inc.	OH-R1-HVAC01-102021-TKC	State of Ohio - Region 1 - HVAC/Mechanical
Air Force One	OH-R1-HVAC02-102021-AFO	State of Ohio - Region 1 - HVAC/Mechanical
Place Services, Inc.	OH-R1-E01-102021-PLA	State of Ohio - Region 1 - Electrical
The Lusk Group	OH-R1-E02-102021-LUS	State of Ohio - Region 1 - Electrical
The Lusk Group	OH-R1-RW01-102021-LUS	State of Ohio - Region 1 - Roofing/Waterproofing
The Lusk Group	OH-R1-PA01-102021-LUS	State of Ohio - Region 1 - Paving/Asphalt
The Lusk Group	OH-R1-C01-102021-LUS	State of Ohio - Region 1 - Concrete
The Lusk Group	OH-R1-CC01-102021-LUS	State of Ohio - Region 1 - Civil Contracting
Foti Contracting LLC	OH-R2-GC01-102021-FCL	State of Ohio - Region 2 - General Contracting
Centennial Contractors Enterprises	OH-R2-GC02-102021-CCE	State of Ohio - Region 2 - General Contracting
F.H. Paschen	OH-R2-GC03-102021-FHP	State of Ohio - Region 2 - General Contracting
Place Services, Inc.	OH-R2-GC04-102021-PLA	State of Ohio - Region 2 - General Contracting
Johnson-Laue Construction Ohio, LLC	OH-R2-GC05-102021-JLC	State of Ohio - Region 2 - General Contracting
Genesis 1 Construction	OH-R2-GC06-102021-GNS	State of Ohio - Region 2 - General Contracting
The Lusk Group	OH-R2-GC07-102021-LUS	State of Ohio - Region 2 - General Contracting
Regency Construction Services, Inc.	OH-R2-GC08-102021-REG	State of Ohio - Region 2 - General Contracting
The K Company, Inc.	OH-R2-HVAC01-102021-TKC	State of Ohio - Region 2 - HVAC/Mechanical
Air Force One	OH-R2-HVAC02-102021-AFO	State of Ohio - Region 2 - HVAC/Mechanical
Place Services, Inc.	OH-R2-E01-102021-PLA	State of Ohio - Region 2 - Electrical
G & B Electric Co	OH-R2-E02-102021-GBE	State of Ohio - Region 2 - Electrical
The Lusk Group	OH-R2-RW01-102021-LUS	State of Ohio - Region 2 - Roofing/Waterproofing
The Lusk Group	OH-R2-PA01-102021-LUS	State of Ohio - Region 2 - Paving/Asphalt
The Lusk Group	OH-R2-C01-102021-LUS	State of Ohio - Region 2 - Concrete
The Lusk Group	OH-R2-CC01-102021-LUS	State of Ohio - Region 2 - Civil Contracting
Foti Contracting LLC	OH-R3-GC01-102021-FCL	State of Ohio - Region 3 - General Contracting

APPENDIX A Continued

Centennial Contractors Enterprises	OH-R3-GC02-102021-CCE	State of Ohio - Region 3 - General Contracting
F.H. Paschen	OH-R3-GC03-102021-FHP	State of Ohio - Region 3 - General Contracting
Place Services, Inc.	OH-R3-GC04-102021-PLA	State of Ohio - Region 3 - General Contracting
The Lusk Group	OH-R3-GC05-102021-LUS	State of Ohio - Region 3 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R3-GC06-102021-JLC	State of Ohio - Region 3 - General Contracting
The K Company, Inc.	OH-R3-HVAC01-102021-TKC	State of Ohio - Region 3 - HVAC/Mechanical
Air Force One	OH-R3-HVAC02-102021-AFO	State of Ohio - Region 3 - HVAC/Mechanical
Place Services, Inc.	OH-R3-E01-102021-PLA	State of Ohio - Region 3 - Electrical
The Lusk Group	OH-R3-E02-102021-LUS	State of Ohio - Region 3 - Electrical
The Lusk Group	OH-R3-RW01-102021-LUS	State of Ohio - Region 3 - Roofing/Waterproofing
The Lusk Group	OH-R3-PA01-102021-LUS	State of Ohio - Region 3 - Paving/Asphalt
The Lusk Group	OH-R3-C01-102021-LUS	State of Ohio - Region 3 - Concrete
The Lusk Group	OH-R3-CC01-102021-LUS	State of Ohio - Region 3 - Civil Contracting
Foti Contracting LLC	OH-R4-GC01-102021-FCL	State of Ohio - Region 4 - General Contracting
Centennial Contractors Enterprises	OH-R4-GC02-102021-CCE	State of Ohio - Region 4 - General Contracting
F.H. Paschen	OH-R4-GC03-102021-FHP	State of Ohio - Region 4 - General Contracting
Place Services, Inc.	OH-R4-GC04-102021-PLA	State of Ohio - Region 4 - General Contracting
Universal Contracting Corporation	OH-R4-GC05-102021-UCC	State of Ohio - Region 4 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R4-GC06-102021-JLC	State of Ohio - Region 4 - General Contracting
Hudawn Facility Solutions	OH-R4-GC07-102021-HFS	State of Ohio - Region 4 - General Contracting
Triton Services, Inc.	OH-R4-GC08-102021-TRS	State of Ohio - Region 4 - General Contracting
The K Company, Inc.	OH-R4-HVAC01-102021-TKC	State of Ohio - Region 4 - HVAC/Mechanical
Air Force One	OH-R4-HVAC02-102021-AFO	State of Ohio - Region 4 - HVAC/Mechanical
Place Services, Inc.	OH-R4-E01-102021-PLA	State of Ohio - Region 4 - Electrical
The Lusk Group	OH-R4-E02-102021-LUS	State of Ohio - Region 4 - Electrical
The Lusk Group	OH-R4-RW01-102021-LUS	State of Ohio - Region 4 - Roofing/Waterproofing
The Lusk Group	OH-R4-PA01-102021-LUS	State of Ohio - Region 4 - Paving/Asphalt
The Lusk Group	OH-R4-C01-102021-LUS	State of Ohio - Region 4 - Concrete
The Lusk Group	OH-R4-CC01-102021-LUS	State of Ohio - Region 4 - Civil Contracting
Foti Contracting LLC	OH-R5-GC01-102021-FCL	State of Ohio - Region 5 - General Contracting
F.H. Paschen	OH-R5-GC02-102021-FHP	State of Ohio - Region 5 - General Contracting
Place Services, Inc.	OH-R5-GC03-102021-PLA	State of Ohio - Region 5 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R5-GC04-102021-JLC	State of Ohio - Region 5 - General Contracting
The Lusk Group	OH-R5-GC05-102021-LUS	State of Ohio - Region 5 - General Contracting
The K Company, Inc.	OH-R5-HVAC01-102021-TKC	State of Ohio - Region 5 - HVAC/Mechanical
Air Force One	OH-R5-HVAC02-102021-AFO	State of Ohio - Region 5 - HVAC/Mechanical
Place Services, Inc.	OH-R5-E02-102021-LUS	State of Ohio - Region 5 - Electrical
The Lusk Group	OH-R5-RW01-102021-LUS	State of Ohio - Region 5 - Roofing/Waterproofing
The Lusk Group	OH-R5-PA01-102021-LUS	State of Ohio - Region 5 - Paving/Asphalt
The Lusk Group	OH-R5-C01-102021-LUS	State of Ohio - Region 5 - Concrete
The Lusk Group	OH-R5-CC01-102021-LUS	State of Ohio - Region 5 - Civil Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R3-GC01-102021-MCC	State of Ohio - MBE Set Aside - Region 3 - General Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R3-CC01-102021-MCC	State of Ohio - MBE Set Aside - Region 3 - Civil Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R4-GC01-102021-MCC	State of Ohio - MBE Set Aside - Region 4 - General Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R4-CC01-102021-MCC	State of Ohio - MBE Set Aside - Region 4 - Civil Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R5-GC01-102021-MCC	State of Ohio - MBE Set Aside - Region 5 - General Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R5-CC01-102021-MCC	State of Ohio - MBE Set Aside - Region 5 - Civil Contracting

eziQC RENEWALS

Company Name	Contract Number	
Sunland Asphalt, Inc.	CO-NW-PAV02-090920-SAC	
RoofConnect Logistics, Inc.	CO-NE-RW01-090920-RCL	
JOC Construction	CO-SW-GC01-090920-LRI	
JOC Construction	CO-NW-GC01-090920-LRI	
Happel & Associates, Inc.	CO-NW-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SE-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SW-GC02-090920-HAI	
ATI Restoration, LLC	CO-NE-GC05-090920-ATI	
RoofConnect Logistics, Inc.	CO-SE-RW01-090920-RCL	

APPENDIX A Continued

JOC Construction	CO-SE-GC01-090920-LRI	
PaveConnect Logistics, LLC	CO-NW-PAV01-090920-PCL	
RoofConnect Logistics, Inc.	CO-NW-RW01-090920-RCL	
JOC Construction	CO-NE-GC01-090920-LRI	
PaveConnect Logistics, LLC	CO-NE-PAV02-090920-PCL	
PaveConnect Logistics, LLC	CO-SE-PAV01-090920-PCL	
Facilities Contracting, Inc.	CO-NE-GC04-090920-FCI	
Sunland Asphalt, Inc.	CO-NE-PAV01-090920-SAC	
Sunland Asphalt, Inc.	CO-SE-PAV02-090920-SAC	
RoofConnect Logistics, Inc.	CO-SW-RW01-090920-RCL	
Sunland Asphalt, Inc.	CO-SW-PAV02-090920-SAC	
PaveConnect Logistics, LLC	CO-SW-PAV01-090920-PCL	
Happel & Associates, Inc.	CO-NE-GC03-090920-HAI	
Paige Industrial Services, Inc.	WA-DC-M03-100120-PAI	
Paige Industrial Services, Inc.	WA-DC-P03-100120-PAI	
Vigil Contracting, Inc.	WA-DC-E01-100120-VGL	
HITT Contracting, Inc.	WA-DC-GC05-100120-HCI	
Centennial Contractors Enterprises, Inc.	WA-DC-GC02-100120-CCE	
Paige Industrial Services, Inc.	WA-DC-E02-100120-PAI	
Vigil Contracting, Inc.	WA-DC-P01-100120-VGL	
Adrian L. Merton, Inc.	WA-DC-M02-100120-ALM	
Adrian L. Merton, Inc.	WA-DC-P02-100120-ALM	
The Matthews Group	WA-DC-GC01-100120-TMG	
Vigil Contracting, Inc.	WA-DC-M01-100120-VGL	
F.H. Paschen, S.N. Nielsen & Associates, LLC	WA-DC-GC06-100120-FHP	
Vigil Contracting, Inc.	WA-DC-GC04-100120-VGL	
Tri-State General Contracting Group, Inc.	TX-PH-GC-101619-JRT	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-PH-GC-101619-FHP	
SDB, Inc.	TX-PH-GC-101619-SDB	
Dallas Harmony Construction, LLC.	TX-NT-P-101619-DHC	
G2 General Contractors	TX-NT-RC-101619-GGC	
Teinert Construction	TX-NT-GC-101619-TCB	
SDB, Inc.	TX-NT-GC-101619-SDB	
CORE Construction Services of Texas, Inc.	TX-NT-F-101619-CCT	
Dallas Harmony Construction, LLC	TX-NT-GC-101619-DHC	
Dallas Harmony Construction, LLC	TX-NT-F-101619-DHC	
Teinert Construction	TX-PH-GC-101619-TCB	
Lee Construction and Maintenance Company	TX-NT-GC-101619-LCM	
CORE Construction Services of Texas, Inc.	TX-PH-GC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-F-101619-CCT	
G2 General Contractors	TX-NT-GC-101619-GGC	
CORE Construction Services of Texas, Inc.	TX-NT-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-NT-P-101619-CCT	
WR Construction, Inc.	TX-PH-GC-101619-WRC	
Henthorn Commercial Construction, LLC	TX-NT-GC-101619-HCL	
Lee Construction and Maintenance Company	TX-NT-F-101619-LCM	
G2 General Contractors	TX-NT-APC-101619-GGC	
G2 General Contractors	TX-NT-W-101619-GGC	
Dallas Harmony Construction, LLC	TX-NT-APC-101619-DHC	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-P-101619-GFC	
Lee Construction and Maintenance Company	TX-NT-EC-101619-LCM	
Lee Construction and Maintenance Company	TX-NT-P-101619-LCM	
G2 General Contractors	TX-NT-P-101619-GGC	
Centennial Contractors Enterprises, Inc.	TX-NT-GC-101619-CCE	
Freedom Construction-a series of tFg Companies, LLC	TX-NT-GC-101619-FRC	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-F-101619-GFC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-NT-GC-101619-FHP	
CORE Construction Services of Texas, Inc.	TX-NT-GC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-P-101619-CCT	
Henthorn Commercial Construction, LLC	TX-PH-GC-101619-HCL	
Nouveau Construction and Technology Services, LP	TX-NT-GC-101619-NCT	
Platinum Roofing, Inc.	MO-KC-R01-111319-PLR	
BKM Construction, LLC	KS-W-GC01-111319-BKM	
Straub Construction Company, Inc.	MO-KC-GC04-111319-STC	

RoofConnect Logistics, Inc.	MO-KC-R02-111319-RCL	
Platinum Roofing, Inc.	KS-E-R01-111319-PLR	
RoofConnect Logistics, Inc.	KS-W-R02-111319-RCL	
BKM Construction, LLC	KS-E-GC02-111319-BKM	
Straub Construction Company, Inc.	KS-E-GC01-111319-STC	
MTS Contracting, Inc.	KS-E-GC03-111319-MTS	
BKM Construction, LLC	MO-KC-GC02-111319-BKM	
Julius Kaaz Construction Company, Inc.	MO-KC-P01-111319-JKC	
RoofConnect Logistics, Inc.	KS-E-R02-111319-RCL	
Julius Kaaz Construction Company, Inc.	MO-KC-GC01-111319-JKC	
MTS Contracting, Inc.	MO-KC-GC03-111319-MTS	
Platinum Roofing, Inc.	KS-W-R01-111319-PLR	



Board of Commissioners

Memorandum

Date: March 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Anela Saday, Senior Procurement Analyst
Subject: Award File No. 240080-N-AS, Single Source Purchases of Flowserve and Pleuger Pumps, Parts, and Repair Services

Recommendation

Award File No. 240080-N-AS, Single Source Purchases of Flowserve and Pleuger Pumps, Parts, and Repair Services, to Carter & Verplanck, LLC, a DXP Company, effective March 14, 2024 through March 13, 2025, in an estimated amount not to exceed \$75,000, for the Public Services Department - Reverse Osmosis Water Treatment Facility (ROWTF), Wastewater Treatment Facility (WWTF), and Reclaimed Water System. Purchase Orders will only be issued against approved budgets.

Background

The purpose of this contract is to provide as needed Flowserve and Pleuger pumps, motors, parts, and accessories. ROWTF, WWTF, and Reclaimed Water System standardized to Flowserve and Pleuger pumps which are essential to daily operations (see attached memo). Flowserve Corporation owns several pump manufacturers, including Flowserve and Pleuger Pumps. This includes the sale of new units, and after-market sales, e.g., parts, repairs, revamps, rebuilds, and service. Carter & Verplanck, LLC, a DXP Company, is the sole and exclusive representative for Flowserve Corporation within the State of Florida.

Funding

402-4305-536.4600/5200 RO Water Treatment Facility and 402-4603-536.5200/4600 Wastewater Treatment Facility, FY24 Water and Sewer Enterprise Fund

Strategic Plan Objective

N/A



Paul Smith
Public Services Director

Public Services Department

Memorandum

Date: March 5, 2024
To: Janina Lewis, Procurement Services Director
Through: Paul Smith, Public Services Director *PS*
R. Thomas Kiger, Public Services Assistant Director
Raymond Page, Utilities Superintendent
From: Darryl Vaci, Water Division Manager
Subject: Authorize a Single Source Contract for Parts and Services from Carter & VerPlanck, Inc. (C & V) for Water and Wastewater Treatment Operations

Recommendation

Authorize a single source contract for as-needed purchases of contract pump and motor parts to include Flowserve and Pleuger and services from Carter & VerPlanck, Inc. (C & V) for a one (1) year period, in an estimated amount not to exceed \$75,000 for the RO Facility, Wastewater Treatment Facility, and Reclaimed Water System.

Background

The RO Facility, Wastewater Treatment Facility, and Reclaimed Water System use Flowserve and Pleuger pumps and motors that are essential for operations. C & V is the sole distributor and after-market provider for new equipment, parts, repairs, revamps, rebuild and service of the pumps and motors. The single source letter is on file with Procurement services.

Funding

Funds have been budgeted in the water and sewer enterprise fund RO Water Facility accounts 402-4305-536.4600 and 402-4305-536.5200, as well as Wastewater Treatment Facility accounts 402-4603-536.4600 and 402-4603-536.5200, in the 2024 Fiscal Budgets.



AUTHORIZATION LETTER

February 27, 2024

Darryl Vaci, Water Division Manager
City of Tarpon Springs
1624 L&R Industrial Parkway
Tarpon Springs, FL 34689

Dear Darryl Vaci:

This letter is to hereby acknowledge that Carter & Verplanck, a DXP Company, with offices at 4910 West Cypress Street, Tampa, FL 33607, United States is recognized by Flowserve U.S. Inc. ("Flowserve") as the sole authorized Water Sales Representative of Flowserve for the City of Tarpon Springs, Florida.

Carter & Verplanck, a DXP Company, is authorized to promote sales, receive inquiries, and present quotations, for the products within the markets and territories specified in the attached **PRODUCTS and TERRITORY**. For the avoidance of doubt, this does not include mechanical seals.

This authorization letter is valid until February 26, 2025 or until earlier revoked by Flowserve.

Regards,

DocuSigned by:

Stephanie Ruttman

BEC905767116395

Stephanie Ruttman
Contracts and Channel Partner Manager

PRODUCTS and TERRITORY**Product Description**

Industrial	Engineered
General Purpose Pumps - Horizontal Single Stage Close Coupled General Purpose Pumps - Horizontal Single Stage Frame Mounted General Purpose Pumps - Vertical Single Stage In-Line General Purpose Pumps - Vertical Single Stage Sump General Purpose Pumps - Horizontal Axially Split Single Stage <=12" General Purpose Pumps - Horizontal Axially Split Multistage - Light Duty General Purpose Pumps - Segmental Ring - Light Duty General Purpose Pumps - Composite Medium Duty Process Pumps - Medium Duty (Non API) Process Pumps Medium Duty Process Pumps - ANSI/ASME Metallic Sealed Medium Duty Process Pumps - ANSI/ASME Non-Metallic Sealed Medium Duty Process Pumps - Sealless Chemical Ansi Metallic Medium Duty Process Pumps - Paper Stock / High Capacity End Suction Medium Duty Process Pumps - Sewage (Or Waste Water) Treatment Medium Duty Process Pumps - ANSI/ASME Sealless Nonmetallic Abrasive Solids Pumps - Rubber Lined Abrasive Solids Pumps - Hard Metal Abrasive Solids Pumps - Horizontal Abrasive Solids Pumps - Vertical Abrasive Solids Pumps - Submersible General Purpose Vertical Turbine Pumps - <30" General Purpose Vertical Turbine Pumps - Canned <30" Gear Pumps INNOMAG Horizontal Pumps – Horizontal Axial Flow Twin Screw Vacuum - Liquid Ring Vacuum Standard, Special, Gas Ejector Vacuum - Liquid Ring Vacuum Compressor Vacuum - Liquid Ring Vacuum Systems Vacuum - Dry Vacuum - SIHlboost General Purpose - Side Channel Pumps General Purpose - Horizontal / Vertical Single Stage & Multistage Special Medium Duty Process - ISO/DIN Metallic Sealed Medium Duty Process - ISO/DIN Metallic Sealless Medium Duty Process - Horizontal End Suction - Thermal Medium Duty Process - Segmental Ring All other - Sludge Mixer	Horizontal Pumps - Horizontal Axially Split Single Stage >Than 12" Horizontal Pumps - Horizontal Axially Split Heavy Duty Single Stage Steel Horizontal Pumps - Segmental Ring Multistage - Heavy Duty Horizontal Pumps - Horizontal Axially Split Multistage - Heavy Duty Horizontal Pumps - Barrel Multistage General Purpose Vertical Turbine Pumps - =>30" General Purpose Vertical Turbine Pumps - Canned => 30" Vertical Pumps - Double Suction & Double Suction Canned Concrete Volute Pumps Integrated Solutions Operations Vacuum - Dry Vacuum - SIHdry All other - HALBERG

**Note this is the geographical territory, but there may be specific market and account inclusions /exclusions in the Agreement not listed here

Geographic Area Covered :

The following is a listing of the geographic areas covered by this Agreement.	
Included Countries	Region, State, Parrish, or Province
United States	STATES OF: FLORIDA, GEORGIA, and TENNESSEE

**Note this is the geographical territory, but there may be specific market and account inclusions /exclusions in the Agreement not listed here



DAVID GILSON, CBO, CFM
BUILDING DEVELOPMENT
DIRECTOR

City of Tarpon Springs, Florida

BUILDING DEVELOPMENT DEPARTMENT
324 EAST PINE STREET
P.O. BOX 5004
TARPON SPRINGS, FLORIDA 34688-5004
(727) 942-5604
FAX (727) 943-4651
EMAIL: DGILSON@CTSFL.US

MEMORANDUM

DATE: February 20, 2024

TO: Mayor, Board of Commissioners, and City Manger

THROUGH: David Gilson, Building Development Director

FROM: Shannon Brewer, Municipal Arborist

SUBJECT: Approve National Arbor Day Foundation Standard Grant Agreement – Funding for Limb Up for Safety Project.

Recommendation

Approval is recommended for the Mayor to execute a Standard Grant Agreement with National Arbor Day Foundation which will provide funding up to \$100,000.00 for Limb Up for Safety Project.

Summary

Through the proposed agreement, National Arbor Day Foundation agrees to partner with the City to fund the tree pruning project. This agreement provides \$100,000.00 of funding to prune street trees growing below the required 14-foot vertical clearance for emergency response vehicle to above 16 feet.

The Urban & Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the City that 100% of the work and funding will benefit disadvantaged communities.

Grant proceeds will be paid to the City on a reimbursement basis after payments have been made by the City to the contractor.

The agreement document is attached.

The City Attorney has reviewed this agreement.

**SUBAWARD AGREEMENT
BETWEEN
National Arbor Day Foundation
AND
City of Tarpon Springs, FL**

This is a Subaward agreement for a sub-grant under a federal assistance grant between the **National Arbor Day Foundation** d/b/a Arbor Day Foundation (hereinafter “Arbor Day Foundation”) and **City of Tarpon Springs, FL** (hereinafter “Sub-grantee” or Subrecipient).

This Sub-grant is issued to the Sub-grantee on the expressed condition that project activities and funds will be carried-out and administered in accordance with the terms and conditions as hereby set forth in this agreement and all its attachments, which includes the Award Provisions (**APPENDIX I**); the approved Project Work Plan (**ATTACHMENT I**); and the Approved Project Budget (**ATTACHMENT II**). All attachments and appendices are incorporated herein and made a part of this Sub-award Agreement.

The Sub-grantee is subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found. Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact the Arbor Day Foundation primary contact.

The following administrative provisions apply to this award:

A. LEGAL AUTHORITY

- A.1 The Arbor Day Foundation office located at 211 N. 12th Street, Lincoln, Nebraska, will have administrative and programmatic oversight over the implementation of and compliance with the terms of this agreement.
- A.2 Sub-grantee shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient, to pay the non-Federal share of project costs, when applicable.

B. PERIOD OF SUB-GRANT AGREEMENT

- B.1 This sub-grant Agreement becomes effective on the date of signing and shall apply to commitments made by the Sub-grantee in furtherance of program objectives during the period commencing on the effective date and terminating no later than the completion date of **September 30, 2028**.
- B.2 All expenditures made with funds provided under this Sub-grant shall be for allowable program expenditures incurred during the period of this sub-grant.

C. ORIGINATING SOURCE OF FUNDING

- C.1 The originating source of these Federal assistance grant funds is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program.
- C.2 The originating grant period is from **December 18, 2023, to November 30, 2028**.

D. AMOUNT OF SUB-GRANT AND PAYMENT

- D.1 Arbor Day Foundation, acting in the capacity of a pass-through entity under this Sub-grant agreement, will pay Sub-grantee a total of **\$100,000.00** for the successful completion of services provided under this Federal assistance Sub-grant.
- D.2 It is anticipated that the amount obligated will be sufficient to cover project activities through the completion date. The Arbor Day Foundation shall not be liable for reimbursing the Sub-grantee for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to in this Sub-grant agreement.
- D.3 Payment will be made to Sub-grantee on a reimbursement basis. Reimbursement will only be made upon the timely receipt and acceptance of bi-annual financial reports (see **“Reporting”, Section G**) in a format established by or pre-approved by the Arbor Day Foundation. Funds will be made available within 10 working days of receipt of the financial reports in accordance with the reporting provisions in **Section G**. No funds will be released until required program and monitoring reports are received and accepted.
- D.4 Arbor Day Foundation reserves the right to withhold cash payment for any of the following:
- Sub-grantee failure to make satisfactory progress towards the goals and objectives set forth in Attachment 1,
 - Sub-grantee default of or otherwise inability to adhere to the conditions or provisions of this agreement, or
 - Sub-grantee inability to submit reliable and/or timely reports or other deliverables as described in this agreement.
- D.5 Arbor Day Foundation reserves the right to withhold 10% of the Sub-grant amount from final payment until after all required final project reports are received and accepted by the Arbor Day Foundation.
- D.6 All payments to Sub-grantee will be made via ACH payment, to the account provided to the Arbor Day Foundation by the Sub-grantee. Sub-Grantee must provide a completed W-9 form prior to initial payment being made.

Use of Award Funds

- D.7 Award funds and any interest earned thereon shall not be used:
- To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”));
 - To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
 - To make any awards to individuals or organizations (unless pre-approved in writing by ADF).
 - No part of the Award funds shall be paid to any ADF official, and Awardee acknowledges that no gifts or services were or will be rendered to ADF or any ADF official in exchange for this Award.

E. MATCHING OR COST SHARE REQUIREMENTS

The Urban & Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

F. SUB-GRANT MODIFICATIONS

Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Arbor Day Foundation is not obligated to fund any changes not properly approved in advance.

G. REPORTING

Financial Reporting

- G.1 Sub-grantee shall maintain adequate records that clearly support the charges and expenditures incurred under this project. If requested by the Arbor Day Foundation, Sub-grantee may be required to send the supporting documentation to support claims made on the Financial Report. The Arbor Day Foundation may, at its discretion, request modification of any invoice or report when unallowable expenditures are incurred or charged to the Sub-grant, amend the schedule for reporting requirements, and/or require additional supporting documentation from the Sub-grantee as necessary.
- G.2 Sub-grantee shall prepare financial reports on a bi-annual basis throughout the project period. These reports will be due each year, by May 30 and November 30. Failure to submit reports may result in future payment delays.
- G.3 Financial reports shall include at a minimum the following information:
- a. Expense detail for period (for cost reimbursement arrangements, this amount must equal the payment claim amount);
 - b. An accounting of year-to-date expenses, indicating cumulative actuals versus budget;
 - c. Grant balance remaining as of reporting period;
Supporting documentation.
- G.4 A final financial report under this Sub-grant must be provided to the Arbor Day Foundation no later than September 30, 2028.

Programmatic Reporting

- G.5 Sub-grantee shall prepare written programmatic reports on a bi-annual basis throughout the project period. These reports will be due each year, by **May 30** and **November 30**. Failure to submit reports may result in future payment delays. To support consistent and transparent public access to project outcomes funded through the Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.
- G.6 Programmatic reports should include the following information:
- a. Major activities, program highlights, and accomplishments during this period.
 - b. Challenges faced and issues encountered, including any deviations or departures from the original project plan.
 - c. Corrective action planned to resolve implementation problems and the effect of these problems on the remaining schedule for achieving the project goals.
 - d. Significant findings and events.
 - e. Planned activities for the following quarters.
 - f. Administrative and logistical changes or constraints.
- G.7 A final programmatic report under this Sub-grant must be provided to the Arbor Day Foundation no later than **September 30, 2028**.
- G.8 All required reports should be submitted to the Arbor Day Foundation, according to the dates indicated in this Agreement.
- G.9 The Arbor Day Foundation may, at its discretion, require other programmatic reports from Sub-grantee.

H. MANDATORY AWARD PROVISIONS

The Award Provisions are attached in Appendix I.

I. MONITORING, EVALUATION AND SANCTIONS

- I.1 As a condition of the receipt of this award, the Arbor Day Foundation may conduct monitoring to ensure Sub-grantee capacity to effectively manage the project and administer the award funds, as well as to ensure compliance with federal regulations and all provisions of this agreement and to verify that the Sub-grantee has in place effective internal controls to achieve these goals.
- I.2 Monitoring will include an assessment of the performance of the Sub-grantee against the goals and performance standards of the Federal Assistance Grant and as required herein. Substandard performance as determined by the Arbor Day Foundation) may constitute non-compliance with this Agreement.
- I.3 As a part of its ongoing monitoring process, the Arbor Day Foundation will evaluate Sub-grantee progress and project goal attainment based on the bi-annual reports prepared by Sub-grantee and submitted to the Arbor Day Foundation, as well as through regular meetings and/or ongoing discussions with Sub-grantee project staff.
- I.4 In addition, the Arbor Day Foundation reserves the right to request and conduct an onsite visit as part of its monitoring plan. In the event an onsite visit is requested, the Arbor Day Foundation will inform the Sub-grantee in writing, at least two weeks prior to the visit, of the date of the visit, the purpose of the visit, the program being monitored, the name of the Arbor Day Foundation staff member conducting the visit, and the areas or files to be reviewed.
- I.5 Sub-grantee shall adhere to any monitoring and evaluation plans developed and specifically required by the Arbor Day Foundation as a result of any and all monitoring activities.
- I.6 The Arbor Day Foundation reserves the right to require additional monitoring and evaluation measures to ensure that the Sub-grantee fulfills the identified project goals and objectives and/or addresses any findings revealed during monitoring.
- I.7 The Arbor Day Foundation reserves the right to terminate this Sub-grant Agreement if Sub-grantee is unwilling or unable to achieve and/or complete any portion of or all project goals, or if the Sub-grantee refuses to cooperate with the Arbor Day Foundation monitoring requests.
- I.8 If action to correct substandard performance revealed during monitoring is not taken by the Sub-grantee within a reasonable period of time after being notified by the Arbor Day Foundation, Sub-grant suspension or termination measures may be initiated.

J. SUB-AWARDS

- J.1 No funds or other support provided hereunder to Sub-grantee may be subsequently passed on to any other entity in the form of a Sub-grant or contract without prior written approval from the Arbor Day Foundation.
- J.2 Under the terms of this agreement with the Arbor Day Foundation, the Sub-grantee has no direct relationship with the Federal donor agency identified above in **Section C.1** regarding any matter related to this project or agreement. Sub-grantee must direct all notices, requests, and other communication relating to this Sub-grant agreement to the Arbor Day Foundation at the address specified in **Section L.1**.

K. LIMITATION

The Arbor Day Foundation and Sub-grantee understand and acknowledge that, except as expressly provided in this Sub-grant Agreement, there is no other obligation whatsoever to provide additional support to Sub-grantee for purposes of this or any other project.

L. FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

M. AMENDMENT

This Sub-grant Agreement may be amended, in writing, and by formal modifications to the basic Sub-grant documents, after formal consultations and agreement between the Parties.

N. INSURANCE

N.1 The Sub-grantee shall maintain all the following insurance coverage during the period of this grant:

- a. General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations

- Products and Completed Operations

- Personal Injury Liability

- Contractual Liability

- The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence

- \$2,000,000 General Aggregate

- \$1,000,000 Products/Completed Operations Aggregate

- \$1,000,000 Personal & Advertising Injury

- b. Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.
- c. Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State in which the Sub-Grantee is performing work under this grant award.

N.2 Sub-grantee must provide to the Arbor Day Foundation written Proof of Insurance within 30 days of the effective date of this Agreement and annually as requested.

N.3 If Sub-grantee is self-insured, the Sub-grantee must provide written documentation verifying self-insured status. Proper documentation will override stated insurance requirements.

O. ELECTION OF DE MINIMIS INDIRECT RATE.

For the Administration of this grant, the Arbor Day Foundation has elected to use the de minimis indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). Each Sub-grantee will be allowed to use their own federally approved indirect rate, cost allocation plan, or the 10% de minimis rate.

P. GOVERNING LAW

The federal or state courts located in the State of Nebraska shall have jurisdiction to hear any dispute under this Agreement.

Q. NOTICE

Q.1 The **Arbor Day Foundation** provides the following addresses as the *primary points of contact* in respect to any notice which may arise out of or in connection with this Sub-grant:

Names:	Kristi Hurley, Grants Administrator Amy Lester, Project Coordinator Lex Milburn, Project Coordinator
Organization:	Arbor Day Foundation
Address:	211 N. 12 th Street, Lincoln, Nebraska
Country:	United States
Email Addresses:	khurley@arborday.org
	Al Lester@arborday.org
	lmilburn@arborday.org

Q.2 The **Sub-grantee** provides the following as the *primary point of contact* in respect to any notice that may arise out of or in connection with this Sub-grant:

Name:	Shannon Brewer
Organization:	City of Tarpon Springs, FL
City, State and Zip:	Tarpon Springs, FL 34689
Country:	United States
Email Address:	sbrewer@ctsfl.us

R. REPRESENTATIONS AND WARRANTIES

- R.1 The Grantee and the Sub-Grantee shall be independent contractors, and nothing herein shall be construed or implied to mean the establishment or existence of a partnership or joint venture between the parties, nor shall any party herein be construed to be employees, agents, or principals of the other party.
- R.2 By signing this Agreement, all parties certify that the terms of conditions defined in this Agreement are accepted; that the Grantee and the Sub-Grantee are proper business entities permitted to do business; and that the individuals signing are competent parties authorized to enter into this Agreement on behalf of their respective agencies.

Acknowledged and Accepted:

By: _____
Dan Lambe, CEO
National Arbor Day Foundation

By: _____
Costa Vatikiotis, Mayor
City of Tarpon Springs, FL

Date: _____

Date: March 5, 2024

ATTACHMENTS

- I. Sub-grantee Project Work Plan
- II. Sub-grantee Approved Project Budget

APPENDIX

- I. Mandatory Standard Provisions

- Attachment A – 2 CFR PART 170

- Attachment B – Whistleblower Notice

- Attachment C - AD-1048 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

ATTACHMENT I APPROVED PROJECT WORK PLAN

The City of Tarpon Springs is dedicated to the concept of Urban and Community Forestry as an intrinsic component of everyday life. Those who reside in Tarpon Springs, as well as those who work in City limits, recognize the need to maintain our tree inventory while also providing valuable safety resources to its citizens. The City of Tarpon Springs wishes to maintain our trees in accordance with industry standards while also providing rapid emergency response and post event disaster recovery. The intent of our application for grant-funded assistance is to allow the City to achieve safety standards, while also cultivating our need for tree maintenance.

Under the Tarpon Springs City Ordinance 133.02 (Applicability and Maintenance of Trees for all Properties within the City), owners of private property are responsible for the maintenance of trees on their property and in abutting rights-of-way. Unfortunately, this is not always economically feasible for those residing in those neighborhoods that are considered disadvantaged or low-moderate income. As a result, this has led to more tree removals within these neighborhoods as the cost of recurrent pruning is significantly more than full removal of the tree.

As an additional component of our grant-funded objective, the City recognizes that there is a need to raise the tree canopy from 14 feet to 16 feet to address safety concerns. During times of non-crises, City emergency response vehicles face difficulties accessing certain areas due to low-hanging tree limbs. On at least one occasion, a fire truck was unable to reach their destination without having to prune low-lying branches that impeded their entry. Because Tarpon Springs is a coastal community, it is not immune to the possibility of hurricanes or other natural disasters. In order to improve resilience during these events, it is imperative that the City engage in proactive measures to address possible concerns. This project will allow for dedicated efforts to improve safety concerns and accessibility during times of natural disasters.

The City of Tarpon Springs primary focus will concentrate on the Disston and Keeney, Kibbee, Owens, and Toby's Acres neighborhoods within City limits. These areas exhibit important physical and cultural tree canopies as a part of the Union Academy neighborhood. Union Academy is a historic black neighborhood within Tarpon Springs and one of Pinellas County's oldest African American communities.

Additionally, the Union Academy area, the focal point of our project, is primarily located in Census Tract 274.02 with a low-moderate income of 88.61% based upon the standards set forth by the United States Department of Housing and Urban Development. As part of the Justice40 Initiative, the federal government has set forth a goal that 40% of the overall benefits of certain federal investments flow to disadvantaged communities. Because the Union Academy neighborhood has a substantial percentage of the population being considered low-moderate income, this area would be an ideal location for the Justice40 Initiative. As part of the Justice40 Initiative, community engagement is a critical and necessary component. Therefore, it will be the responsibility of the City of Tarpon Springs to engage this neighborhood specifically as part of our grant-funded goals. Our City Arborist will be instrumental in orchestrating the community engagement part of this project through neighborhood workshops, surveys, and online platforms geared specifically to the target area. As part of the National Ten-year Urban Forestry Action Plan, the City will also incorporate urban and community forestry into all aspects of City planning, including our Tarpon Springs Urban Forestry Master Plan and as a crucial element of our overall City Strategic Planning. In addition, forestry is an integral part of our Sustainability Committee planning.

The City has determined that there will be six (6) tasks assigned to this grant throughout the timeframe of the performance period:

Task 1: Community Engagement

City staff will accomplish Task I by establishing community engagement through initiation of a coordinated campaign with the Connect Tarpon Springs online community engagement platform and through focused community outreach efforts. It is expected that this task will commence upon the award date and will continue for approximately three (3) months. Staff will monitor the number of webpage followers, completed online surveys, and workshop attendees. For the completion of Task I, it is expected that two (2) staff members will be used primarily during this phase. These two staff members will be responsible for completion of a Community Engagement Summary Report, detailing the efforts that were made to reach out to the public.

Task 2: Development

Staff will be responsible for the development of detailed inventory procedures including field mapping protocols, GIS protocols, and quality assurance/quality control protocol. This will include drafting tree inventory protocols, internship agreements, and purchase receipts. These efforts will be led by the City Arborist and GIS Administrator; however, additional staff will also be involved in this task, as well. It is expected that this task will run concurrently with Task I and will be measured using written field protocols and real-time GIS data entry/compilation.

Task 3: Training and Field Mapping

By relying upon City staff and interns to map, record, and analyze attributes of structural tree health, infrastructure hazards, canopy gaps, species diversity indices, and hazard-related tree cataloging of trees two (2) inches or greater in diameter in breast height, staff will be able to record attributes for 3000-5000 trees beginning at the completion of Tasks I and 2 and continuing for approximately four (4) months. Staff will be able to record this information with real-time data entry into the City's GIS.

Task 4: Summary Reports and Recommendations

By utilizing all City staff described in the following question, it is expected that a Summary Report and Recommendations can be completed within a one (1) month timeframe following the completion of Task 3. This report will summarize the inventory data in narrative form, with both tabular and graphic formatting and will also provide initial findings and preliminary recommendations for maintenance prioritization.

Task 5: Maintenance Action Plan and Implementation

This task is the centralized focus of the entire grant implementation. Staff will be responsible for designing a Maintenance Action Plan that correlates and aligns with the Tarpon Springs Urban Forestry Master Plan, Natural Resources Goal of the Sustainability Plan, as well as the Strategic Plan. As part of this task, staff will begin assembling pruning contract agreements and begin implementation of raising the tree canopy throughout the agreed upon areas. It is expected that the tree canopies will be elevated to a 16-foot vertical clearance over roadways and a 10-foot vertical clearance over sidewalk areas. This task is expected to be completed during a two (2) month timeframe following the completion of Task 4. All staff included in this application, with the exception of our GIS Administrator, will be instrumental during this phase.

Task 6: Summary Report and Recommendations for Long-Term Maintenance

This is the final phase of the grant task list. This task will include completing a Summary Report and Recommendations for Long-Term Maintenance of trees within Tarpon Springs. This report will include a detailed narrative, complete with graphic and tabular data, as well as recommendations for long-term maintenance. This final task will require the assistance of all staff listed in the grant application. If the City adheres to the tasks listed above within the expected timeframe, it can be presumed that the entirety of the project will require 12 months from start to completion. The Project Manager will be responsible for ensuring that tasks are completed in a timely fashion and that results are ascertained and measured accordingly. By breaking down tasks in a tangible fashion, it is more likely that the City will be successful rather than addressing the entire project as a whole.

Tract numbers for the flood zoned, disadvantaged work sites are: 12103027402, 12103027403

ATTACHMENT II
APPROVED PROJECT BUDGET

Detailed Budget

PID GG2401

	Quantity	Unit Price	Total	Funding Source
Tree Trimming -	205	487.79	\$ 100,000.00	USDA URBAN AND COMMUNITY FOREST
Total		487.79	\$ 100,000.00	

APPENDIX I

AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Sub-grantee may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE AND ARBOR DAY FOUNDATION LIABILITY TO THE SUB-GRANTEE. Neither the United States nor the Arbor Day Foundation shall be liable to Sub-grantee for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Sub-grantee or any third party.
- C. NOTICES. Any notice given by the Arbor Day Foundation or Sub-grantee will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- (1) To the Arbor Day Foundation primary point of contact, at the address specified in the award agreement.
 - (2) To Sub-grantee, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the

- D. FINANCIAL STATUS REPORTING.
- (1) Sub-grantee must adhere to the Financial Reporting obligations set forth in the Award Agreement.
 - (2) Sub-grantees is subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow the regulations found in 2 CFR 200.331 through .333.
 - (3) All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment A for full text.
 - (4) Federal regulation requires that recipients of federal assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant, for a **period of three (3) years** from the date of the final financial statement report that includes expenditures from this Sub-grant. These records may be subject to an audit by the Federal donor agency, the Arbor Day Foundation and/or their representatives. All records shall be maintained for such longer period, if any, as is required to complete an audit, to resolve all questions concerning expenditures unless approval has been obtained from the Arbor Day Foundation to dispose of the records.
 - (5) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
 - (6) The Arbor Day Foundation reserves the right to conduct a Sub-grant project audit (Financial and Programmatic) every three to six months of the project term. Refusal to participate in an audit will delay or cancel fund allocations.
 - (7) The Sub-grantee is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.

- E. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award and submit Programmatic Reporting as set forth in the Award Agreement.
- F. NOTIFICATION. Sub-grantee shall immediately notify the Arbor Day Foundation of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- G. CHANGES IN KEY PERSONNEL. Sub-grantee must notify the Arbor Day Foundation of any revision to key personnel identified in this award. Such notification must be in writing.
- H. USE OF FOREST SERVICE OR ARBOR DAY FOUNDATION INSIGNIA. In order for Sub-grantee to use the Forest Service or Arbor Day Foundation insignia in any published media, such as a web page, printed publication, or audiovisual production, permission for such publication must be granted by the Forest Service's Office of Communications (Washington Office) and the Arbor Day Foundation.
- I. USE OF SUBGRANTEE INSIGNIA. Sub-grantee hereby authorizes the Arbor Day Foundation to include its insignia in mutually agreed-upon advertising copy, solely in connection with this Agreement, subject to prior review and approval of such use by Sub-grantee which shall not be unreasonably withheld.
- J. U.S FOREST SERVICE AND ARBOR DAY FOUNDATION ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Public announcements of the Award may be made by the Sub-grantee, Arbor Day Foundation, and the Forest Service. Any related press release, media alert, website posting, or other publication about the Program or the Award made by Sub-grantee must acknowledge the Forest Service and Arbor Day Foundation support. All public announcements must be submitted to the Arbor Day Foundation for approval at least two (2) weeks prior to publication.
- K. NONDISCRIMINATION STATEMENT PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: "This institution is an equal opportunity provider."

- L. PURCHASE OF EQUIPMENT. Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose. The Forest Service reserves an interest in any equipment where the U.S Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. To ensure that the federal interest is properly recorded, the recipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. The recipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is otherwise disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually/biannually (select one) and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

- M. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- N. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- O. DEBARMENT AND SUSPENSION. Sub-grantee shall immediately inform the Arbor Day Foundation if they or any of their principals are presently excluded, debarred, or suspended

from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Sub-grantee or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Arbor Day Foundation without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regard to review of sub-recipients or contracts for debarment and suspension.

(I) All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

P. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

Q. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

- a. Sub-grantee and its employees, may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
- b. This award may be unilaterally terminated, without penalty, if a Sub-grantee that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

2. Provision applicable to a Recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a Sub-grantee that is a private entity:
- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

3. Provisions applicable to any Sub-grantee.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
4. Definitions. For purposes of this award term:
 - a. "Employee means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. "Private entity"
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
 - d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

R. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
1. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
2. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
3. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with

award terms and conditions.

- S. ELIGIBLE WORKERS. Sub-grantee shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Sub-grantee shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

- T. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- U. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 1. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 2. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- V. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including Sub-Grantees) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (1) Enter into a contract (or extend or renew a contract) to procure; or
- (2) Obtain the equipment, services or systems.

- W. PATRIOT ACT. Awardee agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Award funds from being used in support of terrorism or a terrorist organization.

ATTACHMENT A: 2 CFR PART 170**I. Reporting Subawards and Executive Compensation****a. *Reporting of first-tier subawards.***

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.****Applicability and what to report.***

Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

- i. in the subrecipient's preceding fiscal year, the subrecipient received
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- 2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Subawards, and
 - i. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
 - 1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 - 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 - 3. *Executive* means officers, managing partners, or any other employees in management positions.
 - 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 - 5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 - 6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

ATTACHMENT B: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute.

Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency; • A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding.

OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the

WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

**ATTACHMENT C: AD-1048 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transactions
(See Next Page for Form)**

AD-1048OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME City of Tarpon Springs, FL	PR/AWARD NUMBER OR PROJECT NAME IRA Arbor Day Foundation Sub Awardee
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Shannon Brewer	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The City of Tarpon Springs is dedicated to the concept of Urban and Community Forestry as an intrinsic component of everyday life. Those who reside in Tarpon Springs, as well as those who work in City limits, recognize the need to maintain our tree inventory while also providing valuable safety resources to its citizens. The City of Tarpon Springs wishes to maintain our trees in accordance with industry standards while also providing rapid emergency response and post event disaster recovery. The intent of our application for grant-funded assistance is to allow the City to achieve safety standards, while also cultivating our need for tree maintenance.

Under the Tarpon Springs City Ordinance 133.02 (Applicability and Maintenance of Trees for all Properties within the City), owners of private property are responsible for the maintenance of trees on their property and in abutting rights-of-way. Unfortunately, this is not always economically feasible for those residing in those neighborhoods that are considered disadvantaged or low-moderate income. As a result, this has led to more tree removals within these neighborhoods as the cost of recurrent pruning is significantly more than full removal of the tree.

As an additional component of our grant-funded objective, the City recognizes that there is a need to raise the tree canopy from 14 feet to 16 feet to address safety concerns. During times of non-crises, City emergency response vehicles face difficulties accessing certain areas due to low-hanging tree limbs. On at least one occasion, a fire truck was unable to reach their destination without having to prune low-lying branches that impeded their entry. Because Tarpon Springs is a coastal community, it is not immune to the possibility of hurricanes or other natural disasters. In order to improve resilience during these events, it is imperative that the City engage in proactive measures to address possible concerns. This project will allow for dedicated efforts to improve safety concerns and accessibility during times of natural disasters.

The City of Tarpon Springs primary focus will concentrate on the Disston and Keeney, Kibbee, Owens, and Toby's Acres neighborhoods within City limits. These areas exhibit important physical and cultural tree canopies as a part of the Union Academy neighborhood. Union Academy is a historic black neighborhood within Tarpon Springs and one of Pinellas County's oldest African American communities.

Additionally, the Union Academy area, the focal point of our project, is primarily located in Census Tract 274.02 with a low-moderate income of 88.61% based upon the standards set forth by the United States Department of Housing and Urban Development. As part of the Justice40 Initiative, the federal government has set forth a goal that 40% of the overall benefits of certain federal investments flow to disadvantaged communities. Because the Union Academy neighborhood has a substantial percentage of the population being considered low-moderate income, this area would be an ideal location for the Justice40 Initiative. As part of the Justice40 Initiative, community engagement is a critical and necessary component. Therefore, it will be the responsibility of the City of Tarpon Springs to engage this neighborhood specifically as part of our grant-funded goals. Our City Arborist will be instrumental in orchestrating the community engagement part of this project through neighborhood workshops, surveys, and online platforms geared specifically to the target area.

As part of the National Ten-Year Urban Forestry Action Plan, the City will also incorporate urban and community forestry into all aspects of City planning, including our Tarpon Springs Urban Forestry Master Plan and as a crucial element of our overall City Strategic Planning. In addition, forestry is an integral part of our Sustainability Committee planning.

The City has determined that there will be six (6) tasks assigned to this grant throughout the timeframe of the performance period:

Task 1: Community Engagement

City staff will accomplish Task 1 by establishing community engagement through initiation of a coordinated campaign with the Connect Tarpon Springs online community engagement platform and through focused community outreach efforts. It is expected that this task will commence upon the award date and will continue for approximately three (3) months. Staff will monitor the number of webpage followers, completed online surveys, and workshop attendees. For the completion of Task 1, it is expected that two (2) staff members will be used primarily during this phase. These two staff members will be responsible for completion of a Community Engagement Summary Report, detailing the efforts that were made to reach out to the public.

Task 2: Development

Staff will be responsible for the development of detailed inventory procedures including field mapping protocols, GIS protocols, and quality assurance/quality control protocol. This will include drafting tree inventory protocols, internship agreements, and purchase receipts. These efforts will be led by the City Arborist and GIS Administrator; however, additional staff will also be involved in this task, as well. It is expected that this task will run concurrently with Task 1 and will be measured using written field protocols and real-time GIS data entry/compilation.

Task 3: Training and Field Mapping

By relying upon City staff and interns to map, record, and analyze attributes of structural tree health, infrastructure hazards, canopy gaps, species diversity indices, and hazard-related tree cataloging of trees two (2) inches or greater in diameter in breast height, staff will be able to record attributes for 3000-5000 trees beginning at the completion of Tasks 1 and 2 and continuing for approximately four (4) months. Staff will be able to record this information with real-time data entry into the City's GIS.

Task 4: Summary Reports and Recommendations

By utilizing all City staff described in the following question, it is expected that a Summary Report and Recommendations can be completed within a one (1) month timeframe following the completion of Task 3. This report will summarize the inventory data in narrative form, with both tabular and graphic formatting and will also provide initial findings and preliminary recommendations for maintenance prioritization.

Task 5: Maintenance Action Plan and Implementation

This task is the centralized focus of the entire grant implementation. Staff will be responsible for designing a Maintenance Action Plan that correlates and aligns with the Tarpon Springs Urban Forestry Master Plan, Natural Resources Goal of the Sustainability Plan, as well as the Strategic

Plan. As part of this task, staff will begin assembling pruning contract agreements and begin implementation of raising the tree canopy throughout the agreed upon areas. It is expected that the tree canopies will be elevated to a 16-foot vertical clearance over roadways and a 10-foot vertical clearance over sidewalk areas. This task is expected to be completed during a two (2) month timeframe following the completion of Task 4. All staff included in this application, with the exception of our GIS Administrator, will be instrumental during this phase.

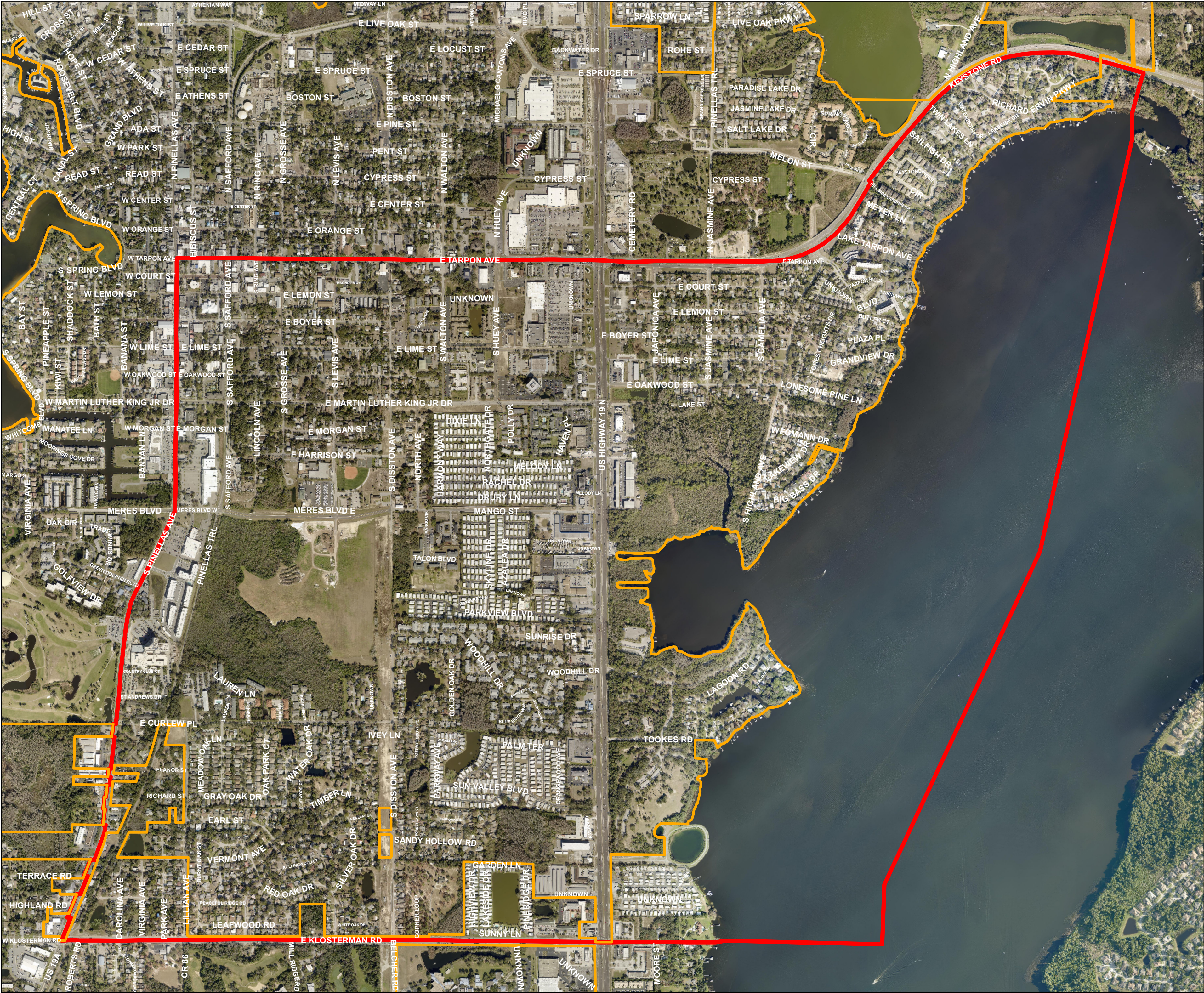
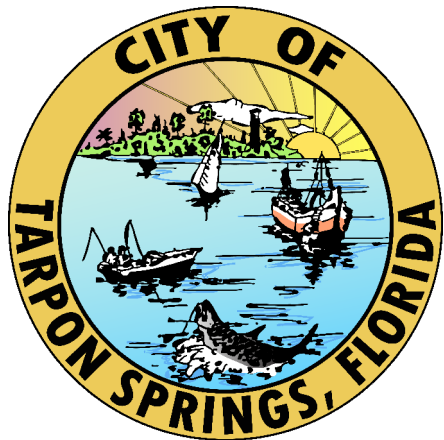
Task 6: Summary Report and Recommendations for Long-Term Maintenance

This is the final phase of the grant task list. This task will include completing a Summary Report and Recommendations for Long-Term Maintenance of trees within Tarpon Springs. This report will include a detailed narrative, complete with graphic and tabular data, as well as recommendations for long-term maintenance. This final task will require the assistance of all staff listed in the grant application.

If the City adheres to the tasks listed above within the expected timeframe, it can be presumed that the entirety of the project will require 12 months from start to completion. The Project Manager will be responsible for ensuring that tasks are completed in a timely fashion and that results are ascertained and measured accordingly. By breaking down tasks in a tangible fashion, it is more likely that the City will be successful rather than addressing the entire project as a whole.



City of Tarpon Springs Tree Inventory Focus Area Phase 2



Legend

Tarpon Springs City Limits 2024

Tree Inventory Focus Area Phase 2



Board of Commissioners

Memorandum

Date: March 5, 2024
To: Mayor and Board of Commissioners
Through: Janina Lewis, Procurement Services Director
From: Janina Lewis, Procurement Services Director
Subject: Award Bid No. 240057-B-JL, Bayshore Septic to Sewer Project (Re-Bid)

Recommendation

Award Bid No. 240057-B-JL Bayshore Septic to Sewer Project (Re-Bid) to Kamminga & Roodvoets, Inc., for the reasons stated in the background, in the estimated amount of \$1,014,895.00, which includes a contingency amount of \$90,000, for the Public Services Department.

Background

The project consists of an extension of an existing low-pressure sewer system. It includes installation and testing of approximately 2,400 linear feet (LF) of 4-inch C900 DR 18 PVC force main, 1,400 LF of 2-inch HDPE service laterals to service 47 lots, associated valves, fittings, and appurtenances within the right-of-way of Bayshore Drive in the City of Tarpon Springs, Florida, Pinellas County. The project also includes milling and paving of Bayshore Drive from edge of pavement to edge of pavement within the project limits. Five (5) bids were received.

The low bidder in the attached bid tabulation was Timm Group Stucco, Inc. City staff is recommending to not award to the lowest bidder for reasons that include: factors listed in paragraph 26 of the ITB#240057-B-JL, and what is in the City's best interest and considered the best value for the City. The low bidder, Timm Group Stucco, does not meet the qualifications for a responsible vendor at present. Timm Group Stucco has an agreement underway with the City ITB # 210078-B-JJ, Seabreeze Dr. Sanitary Sewer Stormwater and Roadway Improvements. Factors contributing to the decision for not awarding include, the date of completion of the current project has not been reached, and there is an environmental compliance issue pending with Pinellas County. The recommendation is for the ITB # 210078-B-JJ, Sea Breeze Dr. Sanitary Sewer project to be completed before consideration for any additional awards to Timm Group Stucco for any City projects.

The second low bidder, EZ Contracting does not have enough references to warrant an acceptable risk on behalf of the City for an award. The company was established in 2023. On the original bid, Procurement Services performed substantial reference checks on this vendor. While the owner may have knowledgeable experience the company itself does not have a proven record for award of this project. The recommendation is to not award to the second low bidder and to consider EZ Contracting for possible awards on future projects, that are of a lesser risk/magnitude.

The final recommendation is to award to the third low bidder, Kamminga & Roodvoets, Inc. Kamminga & Roodvoets have worked for the city in the past and have successfully completed all projects. They have knowledge of this type of work and can complete the project with minimal risk to the city. The award recommendation to Kamminga & Roodvoets, is in the best interest and value of the City of Tarpon Springs (see attached memo). The number of days to completion is one hundred-fifty (150) calendar days from Notice to Proceed (NTP) to Substantial Completion, 180 days from NTP to Final Completion.

Funding

ARPA funding: 402-4602-536.6300/ Project No. ARP004- Sewage Collections

Strategic Plan Objective

A.2.2: Implement a Capital Improvements Plan that improves, restores, expands and modernizes our roads, sewers, waterways, utilities, and other infrastructure

Tabulation of Submittals
For
Bid No. 240057-B-JL
BAYSHORE SEPTIC TO SEWER PROJECT
February 20, 2024 @ 3:00 p.m.

Contractor	Total Bid
Kamminga & Roodvoets, Inc. Tampa, FL	\$1,014,895
MidSouth Inc. Inverness, FL	\$1,294,502.50
Evolution Contracting, LLC Clearwater, FL	\$1,573,471
EZ Contracting LLC Winter Haven, FL	\$829,250
Timm Group Stucco Inc. Tarpon Springs, FL	\$805,250

Broadcast: 715 Plan holders: 30 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.

MEMORANDUM FOR: Mark LeCouris, City Manager

Date: February 22, 2024

Subject: Invitation to Bid (ITB) #240057-B-JL, Bayshore Dr. Septic to Sewer Project (Re-Bid), Justification Memo for Non-Selection of the Low Bidder

1. **BACKGROUND:** An ITB #240057-B-JL for the Bayshore Dr. Septic to Sewer Project (Re-Bid) was issued January 14, 2024 and the submittal due date was, February 20, 2024. The project consists of an extension of an existing low-pressure sewer system. It includes installation and testing of approximately 2,400 linear feet (LF) of 4-inch C900 DR 18 PVC force main, 1,400 LF of 2-inch HDPE service laterals to service 47 lots, associated valves, fittings, and appurtenances within the right-of-way of Bayshore Drive in the City of Tarpon Springs, Florida, Pinellas County. The project also includes milling and paving of Bayshore Drive from edge of pavement to edge of pavement within the project limits.

Five (5) bids were received. All were found responsive to the solicitation. The low bidder in the attached bid tabulation was Timm Group Stucco, Inc. City staff is recommending to not award to the lowest bidder for reasons indicated below.

2. Please indicate below whether the low bid(s) were acceptable and not chosen or if the low bid(s) were not acceptable.

☐ Low Bid(s) Acceptable ☒ Low Bid(s) NOT Acceptable

In Accordance with ITB#240057-B-JL- Bayshore Dr. Septic to Sewer Project Re-Bid, Bid documents, p. I-5, paragraph 20. Acceptance or Rejection of the Bids the City of Tarpon Springs reserves the right to accept or reject any or all Bids; and, p. I-6, paragraph 26. Award of Agreement, Agreements will be awarded to the lowest responsible, responsive, and qualified Bidder.

The criteria to determine the lowest responsible, responsive, and qualified Bidder shall include:

- a. Price,
- b. Compliance with specifications,
- c. financial ability to perform the Agreement,
- d. Integrity, trustworthiness, and honesty,
- e. Skill, judgment, and experience,
- f. Promptness - whether the Agreement can be performed within the required time, or without delay.
- g. Performance of previous satisfactory work, including the fulfillment of warranties,

- h. Availability of the necessary facilities and equipment to perform the work,
- i. Special factors, such as compliance with laws and ordinances relating to the Agreement.

In awarding any Agreement, the Board of Commissioners may reject any bid determined by the Board of Commissioners not to be the City's best bid.

The Procurements Services Department is tasked with determining responsible vendors for solicitations. In using the factors listed in paragraph 26, and in the City's best interest and what is considered the best value for the City, the low bidder, Timm Group Stucco, does not meet the qualifications for a responsible vendor at present. Timm Group Stucco has an agreement underway with the City ITB # 210078-B-JJ, Seabreeze Dr. Sanitary Sewer Stormwater and Roadway Improvements. The project is not complete, is over schedule and went over the initial contingency and budget. Other factors contributing to the decision for not awarding, the date of completion has not been reached, and there is an environmental compliance issue with Pinellas County still pending. The recommendation is for the Sea Breeze Dr. Sanitary Sewer project to be completed before consideration for any additional awards to Timm Group Stucco for any City projects.

The second Low Bidder, EZ Contracting does not have enough references to warrant an acceptable risk on behalf of the city for an award. The company was established in 2023. On the original bid, Procurement Services performed substantial reference checks on this vendor. While the owner may have knowledgeable experience the company itself does not have a proven record for award of this project. The recommendation is to not award to the second low bidder and to consider EZ Contracting for possible awards on future projects, that are of a lesser risk/magnitude.

The final recommendation is to award to the third low bidder, Kamminga & Roodvoets, Inc. Kamminga & Roodvoets have worked for the city in the past and have successfully completed all projects. They have knowledge of this type of work and can complete the project with minimal risk to the city. The award of recommendation to Kamminga & Roodvoets, is in the best interest and value of the City of Tarpon Springs.

3. PURCHASE RECOMMENDATION:

Recommended Vendor Name: Kamminga & Roodvoets, Inc.
Recommended Vendor Estimate: \$1,014,895.00

4. LIST THE ORGANIZATION NAME AND dollar amount for each vendor who responded to the requisition. See Attached Bid Sheet.

Approved By [Print and Sign]:

Janina Lewis

Date: 02/22/2024

Approver's Title/Position:

Procurement Services Director

Tabulation Sheet

Agency Name City of Tarpon Springs, FL

Bid Number ITB-240057-B-JL-0-2024/JL

Bid Name Bayshore Drive Septic to Sewer Project (RE-BID)

Bid Due Date 02/20/2024 15:00:00 Eastern

Bid Opening **Closed**

5 responses found. ✓ online,  offline, ● not submitting,  not received

Company		Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1.	Evolution Contracting, LLC	02/20/2024 11:59:24 Eastern	28059 US Hwy 19N, 304, Clearwater, FL, 33761	\$1573471.0000	0.0000		Bidding Document Vendor Pricing Document	✓ ✓
2.	EZ Contracting LLC	02/20/2024 11:32:34 Eastern	6660 Lucerne Park Rd, Winter Haven, FL, 33881	\$829250.0000	0.0000		Bidding Document Vendor Pricing Document	✓ ✓
3.	Kamminga & Roodvoets, Inc.	02/20/2024 06:42:14 Eastern	5219 Cone Rd, Tampa, FL, 33610	\$1014895.0000	0.0000		Bidding Document Vendor Pricing Document	✓ ✓
4.	Midsouth Inc.	02/20/2024 11:18:06 Eastern	PO Box 1330, Bushnell, FL, 33513	\$1294502.5000	0.0000		Bidding Document Vendor Pricing Document	✓ ✓
5.	Timm Group Stucco, Inc.	02/20/2024 13:20:21 Eastern	1247 S. Pinellas Ave, Tarpon Springs, FL, 34689	\$805250.0000	0.0000		Bidding Document Vendor Pricing Document	✓ ✓

PART D
BID FORMS

Submittal Checklist

IMPORTANT
BID DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted with your bid:

<u> X </u>	Bid Form
<u> X </u>	Bid Schedule
<u> X </u>	Bid Bond
<u> X </u>	Reference Form
<u> X </u>	Drug Free Workplace Form
<u> X </u>	No-Collusion Affidavit
<u> X </u>	Lobbying Certification
<u> X </u>	Conflict of Interest Form
<u> X </u>	Certified Resolution
<u> X </u>	Truth-In-Negotiation Certificate
<u> </u>	Certification Regarding Debarment,
<u> X </u>	Suspension, and Other Responsibility
	Matters

BID FORM

BID No. 240057-B-JL

BAYSHORE SEPTIC TO SEWER PROJECT (Re-Bid)

BIDDER Kamminga & Roodvoets, Inc.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to perform and furnish all Work as specified and in accordance with the other terms and conditions of the Contract Documents.

The bidder warrants that prices, terms and conditions quoted in their bid will be firm and irrevocable for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the ITB. Such prices will remain firm for the period of performance of resulting purchase orders or contracts which are to be performed over a period of time.

1. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
<u>1/26/24</u>	<u>1</u>	<u> </u>	<u> </u>
<u>2/8/24</u>	<u>2</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
 - c. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
 - e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
 - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or

induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

- g. **The Contractor agrees to maintain the below bid prices for the entire contract period and no escalation of bid prices will be allowed throughout the entire contract period.**
2. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown on the Bid Schedule (completed by contractor, signed and attached) and for the total base bid shown below:

TOTAL BASE BID CONTRACT PRICE: One Million Fourteen Thousand Eight
(Words)
Hundred Ninety Five Dollars and Zero Cents (\$ 1,014,895.00)
(Numbers)

3. Bidder acknowledges the estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.
4. Bidder agrees that the Work will be substantially complete within **one hundred fifty (150) calendar days** after the date when the Contract Times commence to run.
5. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990.

Bidder: Kamminga & Roodvoets, Inc.

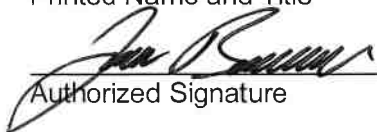
Address: 5219 Cone Rd

City Tampa State FL Zip 33610

Phone No.: 813-623-3031 Fax No : 813-628-4490 Email: quotes@kandrincfl.com

James Barnes - VP Estimating

Printed Name and Title


Authorized Signature

2/20/24

Date

City of Tarpon Springs
Bayshore Drive Septic to Sewer Project
Bid Tab

Contractor: Kamminga & Roodvoets, Inc.
240057-B-JL

Item No.	Item Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization/Demobilization	LS	1	\$344,900.00	\$344,900.00
2	4-inch C900 DR18 PVC	LF	2,400	\$74.00	\$177,600.00
3	Sanitary Sewer Connection (2-inch HDPE)	LF	1,400	\$143.00	\$200,200.00
4	4-inch Gate Valve Assembly	EA	4	\$1,800.00	\$7,200.00
5	Flushing Valve Connection Assembly	EA	3	\$5,400.00	\$16,200.00
6	Air Release Valve Assembly	EA	4	\$8,000.00	\$32,000.00
7	Connection to Existing Force Main	EA	2	\$5,510.00	\$11,020.00
8	Ductile Iron Fittings	TON	0.5	\$20,000.00	\$10,000.00
9	Concrete Curb & Gutter	LF	225	\$97.00	\$21,825.00
10	Concrete Sidewalk and Driveway (6-inch thick)	SY	100	\$160.00	\$16,000.00
11	Milling Existing Pavement (1-inch thick ave)	SY	6,500	\$3.50	\$22,750.00
12	Superpave Asphalt Pavement, SP-9.5 (1-inch thick)	TN	400	\$163.00	\$65,200.00
	SUBTOTAL				\$924,895.00
13	Owner's Allowance (Do Not Modify)	LS	1	\$90,000.00	\$90,000.00
	TOTAL				\$1,014,895.00

Bid Bond

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, Kamminga & Roodvoets, Inc. 5219 Cone Rd, Tampa, FL 33610
(Name and Address of Company)

(hereinafter called "Principal") and Liberty Mutual Insurance Company (hereinafter called "Surety") are held and firmly bound unto the City of Tarpon Springs, Florida (hereinafter called "City") in the sum of:

Five Percent of the Total Bid Amount _____ Dollars (\$ -----5%-----)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal": contemplates submitting or has submitted a Bid to the City of Tarpon Springs, Florida, for

Bayshore Septic to Sewer Project (Re-Bid)

Bid No. 240057-B-JL

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Performance & Payment Bond in an amount equal to one hundred percent (100%) of the bid for the performance of said contract, within ten (10) consecutive calendar days after written Notice of Award of the contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid and the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written Notice of Award, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Performance & Payment Bond in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City of Tarpon Springs, Florida, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of Tarpon Springs, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Tarpon Springs, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal."

IN WITNESS THEREOF, the said

Kamminga & Roodvoets, Inc.

(Name of Company)

as "Principal" herein, has caused these presents to be signed in its name by its
VP Estimating _____ under its corporate seal, and
the said Liberty Mutual Insurance Company as "Surety" herein, has caused these
presents to be signed in its name by its Attorney-in-Fact _____ under its corporate seal, the
13th day of February, 2024.

NAME OF COMPANY: Kamminga & Roodvoets, Inc.

By: _____

(Signature)

James Barnes

(Please Print or Type Name)

VP Estimating

(Title)

SEAL

ATTEST: _____

(Signature)

Liberty Mutual Insurance Company

Surety Name

Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211208-975250

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carla A. Charles; Carolyn Schultz; Jamie Baxter; Joshua Short; Kristeen L. Doyle; Mari D. Maceri; Meghan Koster

all of the city of Grand Rapids state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of January, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of January, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13 day of February, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

VENDOR REFERENCES

The following information is required in order that your bid may be reviewed and properly evaluated.

Company Name:
Kamminga & Roodvoets, Inc.

Length Of Time Company Has Been In Business: 73 years

Business
 Address: 5219 Cone Rd, Tampa, FL 33610

How Long In Present
 Location: 43 years

Telephone Number: 813-623-3031
 Email Contact: quotes@kandrincfl.com

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SIZE & SCOPE TO THIS PROJECT:

1. Project/Contract Name:	See attached
Dollar Value:	
Contact Name:	
Email/Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
2. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email/Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
3. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email/Phone Number:	

Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
4. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email/Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
5. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email/Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	

DRUG FREE WORKPLACE FORM

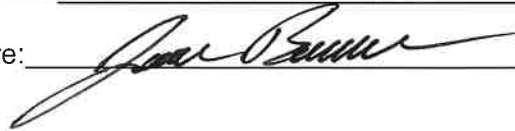
PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.

1. This statement is submitted with the attached Bid.
2. Preference shall be given to businesses with drug-free workplace programs.
Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. 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 specifying the actions that will be taken against employees for violations of such prohibition.
 - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).
 - d. In the statement specified in subsection (A), 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, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
 - e. 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.
 - f. 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.**

Printed Name and Title: James Barnes - VP Estimating

Authorized Signature: _____



NO-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Hillsborough

James Barnes being first duly sworn deposes and says that:

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

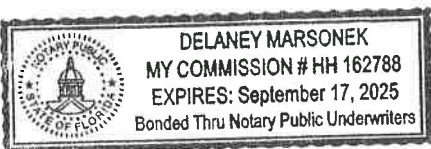
By 

Subscribed and sworn to before me this 20th day of February, 2024.

Personally known ☒ OR Produced identification _____ Type of identification produced _____

Notary Public (Signature) 

My Commission Expires: 9/17/25



LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council, Member of Congress in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By: 
Signature


Witness

James Barnes
(Printed Name)

VP Estimating
(Title)

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

☐ I am an employee, public officer or advisory board member of the City
_____(List Position Or Board)

☐ I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

☒ None of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

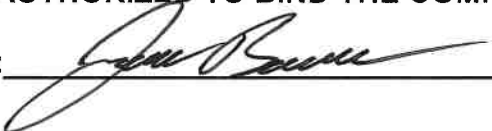
☐ I will NOT request an advisory board member waiver under §112.313(12)

☒ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: Kamminga & Roodvoets, Inc.

NAME (PER AUTHORIZED TO BIND THE COMPANY): James Barnes

SIGNATURE:  **DATE:** 2/20/24

CERTIFIED RESOLUTION

I, Brad Tidey (Name), the duly elected Secretary of Kamminga & Roodvoets, Inc. (Corporate Title), a corporation organized and existing under the laws of the State of Michigan, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT James Barnes (Name)", the duly elected VP Estimating (Title of Officer) of Kamminga & Roodvoets, Inc. (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tarpon Springs and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tarpon Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
<u>See attached</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Given under my hand and the Seal of the said corporation this 20th day of February, 2024.

(SEAL) By: 
Secretary

Assistant Secretary of Florida Operations
Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tarpon Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: James Barnes

Title: VP Estimating

Date: 2/20/24

Signature: 

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Tarpon Springs.

The Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Tarpon Springs. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Tarpon Springs, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Kamminga & Roodvoets, Inc.

Company (Bidder) Name

38-1808100

Tax ID Number

00-677-6041

DUNS Number

James Barnes

Authorized Representative Name



Authorized Representative Signature

6V1Q4

CAGE Code issued through www.sam.gov

Identification Number

(If Social Security number

DO NOT enter)



Kamminga & Roodvoets, Inc.

MICHIGAN OFFICE • 3435 Broadmoor, S.E. • Grand Rapids, MI 49512 • Ph. (616) 949-0800 • Fax (616) 949-1894
FLORIDA OFFICE • 5219 Cone Road • Tampa, FL 33610 • Ph. (813) 623-3031 • Fax (813) 628-4490
— AN EQUAL OPPORTUNITY EMPLOYER —

To Whom It May Concern:

From: Kamminga & Roodvoets, Inc.

The following is a resolution adopted by the Kamminga & Roodvoets Inc., Board of Directors at their annual meeting on November 3, 2023

CONTRACT AUTHORITY:

“RESOLVED, that the following individuals are hereby authorized to execute, on behalf of Kamminga & Roodvoets, Inc. any and all contracts with any governmental entity and to negotiate and sign all other contracts on behalf of this Corporation.”

Kurt D. Poll.....	President
Marcus B. Tidey, Jr.	Vice President
Bradley Kreider.....	V.P. Construction
Karl Klynstra.....	V.P. Estimating
James Barnes.....	V.P. Estimating
Daniel Ringnalda.....	Secretary/Risk Manager
Brad Tidey.....	Assistant Secretary – FL Operations

Daniel Ringnalda - Secretary

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Kamminga & Roodvoets, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 5219 Cone Rd	Requester's name and address (optional)
6 City, state, and ZIP code Tampa, FL 33610	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

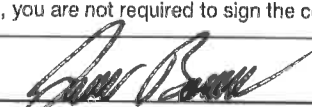
Social security number									
or									
Employer identification number									
3		8		1		8		0	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer 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 (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 5/4/23
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TIDEY, MARCUS B JR

KAMMINGA & ROODVOETS INC
5219 CONE RD.
TAMPA FL 33610

LICENSE NUMBER: CUC1224876

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

I-CUC1224876

*Tidey, Marcus B
5219 Cone Road
Tampa, FL 33610*



PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD

THIS CERTIFIES THAT **Marcus B Tidey Jr**
DBA **Kamminga & Roodvoets Inc**

STATE CERT # **I-CUC1224876**
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.

IN GOOD STANDING UNTIL **September 30, 2024**
DATE OF ISSUANCE **09/11/2023**

*** Please cut out license along lines**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2023

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).

PRODUCER Marsh & McLennan Agency Bouchard Region 101 N Starcrest DR Clearwater FL 33765	CONTACT NAME: PHONE (A/C, No, Ext): 727-447-6481 FAX (A/C, No): 727-449-1267 E-MAIL ADDRESS: certificates@bouchardinsurance.com
INSURED Kamminga & Roodvoets, Inc. 3435 Broadmoor Avenue SE Grand Rapids MI 49512-2870	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburg INSURER B: Travelers Property Casualty Co. of Amer INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 101897397**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ XCU Cov Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	9894837	6/1/2023	6/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Hired ☒ Non-Owned	Y	Y	5717854	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y	Y	CUP4S12646423NF	6/1/2023	6/1/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 Per Project Aggregate \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	15853411	6/1/2023	6/1/2024	☒ PER STATUTE ☐ OTH-ER 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)

Certificate Holder and others as required in the contract documents are an additional insured on a primary and noncontributory basis with respect to General Liability, (including ongoing and completed operations), Automobile Liability and Umbrella Liability, where required by written contract and subject to the terms, conditions and exclusions of the policy.

Waiver of subrogation applies in favor of certificate holder as respects General Liability, Automobile Liability, Umbrella Liability and Workers Compensation, only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

It is agreed by endorsement to the General Liability, Automobile Liability and Workers Compensation policy that this policy shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

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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KAMMINGA & ROODVOETS, INC.

CONSTRUCTION PROJECTS COMPLETED & CURRENTLY UNDER CONTRACT

2015-Present

PROJECT NAME, OWNER, & ENGINEER	START/COMPLETE	CONTRACT AMOUNT	CONTACT	WORK PERFORMED
51502 - 78th St & Harney Rd Intersection Improvements Hillsborough County BES, Inc.	6/2015-8/2016	\$1,971,675.51	Dana Mackey 813-307-1783 mackeyd@hillsboroughcounty.org	Roadway, Drainage, Storm Sewer, Sidewalk, Signalization, Signing, Pavement Marking, Water Utility and Force Main Utility Facilities
51503 - Pasadena Yacht & Country Club Culvert Replacement City Of Gulfport Advanced Engineering & Design, Inc.	7/2015-10/2015	\$512,180.00	Clay Lott 727-893-1085 clott@mygulfport.us	Box Culvert, Landscaping, Headwall Construction
51504 - South Howard Street Redevelopment City of Plant City Boggs Engineering, Inc.	11/2015-8/2016	\$358,210.00	Lucy Gassaway 813-757-9288 lgassaway@plantcitygov.com	Water and Roadway, Concrete
51505 - Bloomingdale & Culbreath Rd Intersection Improvements Hillsborough County Bayside Engineering	12/1/2015-8/2016	\$1,367,400.00	Thomas Capell 813-307-1791 capellt@hillsboroughcounty.org	Intersection Improvements, Concrete, Roadway, Drainage
51506 - McMullen Rd Sanitary Sewer Replacement City of Largo Vickstrom Engineering Services, Inc.	10/2015-12/2015	\$501,905.00	Lee Harris 727-587-6713 lharris@largo.com	Sanitary Sewer and Roadway, Concrete
51507 - City of Tampa Emergency Repairs City of Tampa	8/2015-9/2016	\$2,943,133.33	Jack Ferras 813-274-8934 jack.ferras@tampagov.net	Sanitary Sewer and Roadway, Concrete, Pump Station
51508 - Hillsborough Ave & Webb Rd Intersection Improvements Hillsborough County Cardno TBE	1/2016-1/2017	\$2,745,449.45	Dana Mackey 813-307-1783 mackeyd@hillsboroughcounty.org	Roadway and intersection improvements, storm, concrete, signalization, drainage improvements
51509 - ALT US 19 Transportation Structures, Inc. Stantec Consulting Services, Inc.	9/2015-9/2015	\$101,340.00	Mike Stanley 813-899-4411 mike.stanley@transportationstructures.com	Storm
51512 - Midtown Stormwater Master Plan Westside Canal Improvements City of Plant City Applied Sciences Consulting, Inc.	9/1/2015-8/2016	\$478,588.50	Tatyana Austin 813-659-4200 taustin@plantcitygov.com	Storm, Roadway Concrete
51513 - SR 45 (US 41) Transportation Structures, Inc.	9/2015-9/2015	\$42,727.18	Mike Stanley 813-899-4411 mike.stanley@transportationstructures.com	Storm
51601 - Belcher Rd at Belleair Rd Insection Improvement Pinellas County Cumbey & Fair, Inc.	6/1/2016-7/2017	\$1,268,625.00	Wesley Merritt 727-464-8821 wmerritt@pinellascounty.org	Storm, Roadway, Concrete
51602 - CR 37 Emergency Repair City of Lakeland	4/2016-4/2016	\$101,240.00	Kim Goldner 863-834-6592	FM, Roadway, Concrete
51603 - Implementation of BMP's Within The Sunset Beach Watershed PH IV & V City of Treasure Island Advanced Engineering & Design, Inc.	6/1/2016-12/2016	\$1,068,895.00	Justin Keller, P.E. 727-526-9158 keller@aed-fl.com	Storm, Water, Sewer, Roadway
51604 - Intersection Improvements (CR54 at US301/SR39) Pasco County Johnson Engineering	6/2016-7/2017	\$2,567,079.32	Bob Shepherd 727-834-3604 rshepherd@pascocountyfl.org	Roadway reconstruction, drainage improvements, sidewalk, signing, pavement markings, storm, sewer

51605 - Roadway Construction - Haines Rd from 51st Ave North to 60th Ave North Pinellas County Advanced Engineering & Design, Inc.	11/1/2016-11/2018	\$4,722,721.15	Wesley Merritt 727-464-8821 wmerritt@pinellascounty.org	Reconstruction of roadway, sidewalk, base and sub-base, grading, storm sewer, sanitary sewer, mast arms, signalization & pavement
51606 - 20th Ave Stormwater Improvements City of Largo CivilSurv Design Group, Inc.	10/2016-12/2016	\$226,992.00	Dean Scharman 727-595-6889 dscharman@irb.com	Storm, Road
51607 - Mango St Stormwater Improvement Project PH IV & V City of Clearwater Interflow Engineering, LLC	11/2016-9/2017	\$1,630,751.10	Roger Johnson 727-562-4592 roger.johnson@myclearwater.com	Storm, Sanitary WL Road Reconstruction
51701 - Holiday Lakes Force Main Replacement Pasco County Florida Design Consultants, Inc.	5/2017-12/2017	\$1,186,469.80	John Voda 813-235-6195 jvoda@pascocountyfl.net	Force Main Replacement
51702 - Tarpon Woods Bridge over Brooker Creek Cone & Graham Pinellas County Engineering	5/2017-12/2017	\$143,224.00	Rusty Birchall 813-623-2856 rbirchall@conegraham.com	Water
51703 - Cemex Pond Cemex Stitzel Engineering & Construction, Inc.	4/2017-4/2017	\$122,188.00	Greg Jeffries 813-335-7655 gregoryc.jeffries@cemex.com	Slope Paving
51704 - US 19 (State Road 55) From N. of 50th Ave. South to S. of 46th Ave. South FDOT Cardno	7/2017-12/2017	\$1,222,291.30	Sarah Gansz 727-575-8300 sarah.gansz@dot.state.fl.us	Drainage improvements, box culvert and sheet pile installation within drainage canal
51705 - Channel 1AW Repair & Bridge Construction at Skyview Pool PPWMD McKim & Creed	7/2017-5/2018	\$1,872,157.00	Mitch Chiavaroli 727-442-7196 mchiavaroli@mckimcreed.com	Slope Paving
51706 - 14th Ave North from 4th St to Crescent Lake Storm Drainage Improvements City of St. Petersburg City of St. Petersburg Engineering	7/2017-3/2018	\$1,245,548.33	Thomas Rice 727-551-3202 thomas.rice@stpete.org	Storm, Water, Roadway, Concrete
51707 - County Road No. 582 (Knights Griffin Rd) Over Itchepackasassa Creek Bridge No. 104608 FDOT Icon Consultant Group, Inc.	10/2017-6/2018	\$1,202,197.39	Kouser Manzer 813-612-3300 kouser.manzer@dot.state.fl.us	Box Culvert, Storm, Roadway, Concrete
51708 - Clearwater-Largo Rd District Improvements City of Largo Pennoni Associates, Inc.	1/2018-4/2019	\$3,627,963.50	Robert Kollar 727-587-6713 rkollar@largo.com	Roadway, Concrete, Storm
51709 - 101st St Drainage Channel Stabilization City of Largo Advanced Engineering & Design, Inc.	1/2018- 4/2018	\$255,671.50	Chuck Mura 727-587-6713 cmura@largo.com	Concrete, Grading, Ditch Erosion
51710 - Drainage Improvement Plans for 2nd St & Harbor Dr City of Belleair Beach Deuel Associates	10/2017-2/2018	\$171,449.00	Lynn Rives 727-595-4646 x 123 lynn.rives@cityofbelleairbeach.com	Storm, Water, Sewer, Roadway, Concrete
51711 - Intersection Improvements (Hudson Ave & Hicks Rd) Pasco County Coastal Design Consultants	3/2018-10/2018	\$1,401,357.80	Larry Harris, P.E. 727-834-3604 lharris@pascocountyfl.net	Storm, Water, Forcemain, Roadway Improvements
51712 - Citrus Woods Utility Relocation City of Lakeland Amec Foster Wheeler Environment & Infrastructure, Inc.	12/2017-2/2018	\$429,917.81	David Butcher 863-667-2345 david.butcher@woodplc.com	Sanitary, Utility Relocation, Ditch Rehabilitation

51713 - Oak St Drainage Improvements City of St. Petersburg Land & Water Engineering Science	3/2018-11/2018	\$1,276,186.00	Bruce Stenfors 727-551-3144 bruce.stenfors@stpete.org	Storm, Water, Road
51801 - Implementation of BMPs Within the Sunset Beach Watershed (Phase VI)(N674) City of Treasure Island Advanced Engineering & Design, Inc.	4/2018-11/9/2018	\$1,342,937.81	Justin Keller, P.E. 727-526-9158 keller@aed-fl.com	Storm, Sanitary, Trench Drain, Concrete, Pervious Concrete, Road Restoration
51802 - Sandpiper MH Emergency Repair City of Lakeland	2/2018-2/2018	\$60,185.00	Drew Adcock 863-834-6322 drew.adcock@lakelandgov.net	Emergency Sanitary Sewer Repairs
51803 - Robles Park Pump Station Replacment City of Tampa City of Tampa Engineering	7/2018-3/15/19	\$1,656,794.00	Albert Calloway 813-630-3902 albert.calloway@tampagov.net	Stormwater Force Main, Remove & Replace Pump Station, Road Restoration
51804 - Cemex Lakeland Cemex Stitzel Engineering & Construction, Inc.	5/2018-5/2018	\$193,050.00	Greg Jeffries 813-269-1091 gregoryc.jeffries@cemex.com	Grading, Drainage, Stormwater Ponds, Weir Structure
51805 - 8th Avenue South & 44th Street South Drainage Improvements City of St. Petersburg Land & Water Engineering Science	8/2018-6/2019	\$2,441,731.83	Mike Ryle 727-893-7400 mike.ryle@stpete.org	Storm, Sanitary, Box Culvert, Roadway, Concrete
51806 - Roadway, Sidewalk & Drainage Improvments – Waste to Energy Facility & 110th Ave N Pinellas County Pinellas County Engineering	8/2018-4/2019	\$1,053,743.11	Paul Giuliani 727-453-3491 pgiuliani@pinellascounty.org	Roadway, Sidewalk & Drainage Improvements
51807 - Lakeland Emergency Repairs* City of Lakeland	8/2018-	\$3,164,555.682 (To Date)	Drew Adcock 863-834-6322 drew.adcock@lakelandgov.net	Miscellaneous emergency sewer repairs
51808 - Highland Avenue Drainage Improvement Project (Jeffords Street to Pine Street) Pinellas County Pinellas County Engineering	8/2018-5/2019	\$1,497,900.46	Paul Giuliani 727-453-3491 pgiuliani@pinellascounty.org	Remove & replace exfiltration system, drainage work, milling & resurfacing of the roadway
51809 - Valve & Valve Vault Replacement - Central Avenue & 79th Street South City of St. Pete Beach Kimley-Horn & Associates, Inc.	9/2018-9/2019	\$446,542.27	Brett Warner 727-363-9254 bwarnar@stpetebeach.org	Replace and Install 24in forcemain, install valves and vault, restoration
51811 - Culvert Replacement at Palm Creek Hernando County Cardno	1/2019-5/2019	\$490,674.76	Clay Black 352-754-4060 cblack@hernandocounty.us	Box culvert replacement, Reconstruct 200ft of roadway, minimal water, sewer and RCP installation
51812 - Lakeland Regional Hopsital Sanitary Sewer Lining Replacement Kenny, A Granite Company	10/2018-10/2018	\$68,100.00	Stacy Southern 224-246-1659	Sanitary Manhole Installation
51813 - Temple Terrace Hwy Drainage Improvements Hillsborough County DRMP, Inc.	4/2019-3/2020	\$1,672,681.45	Jason Boulnois 813-307-1811 boulnoisj@hillsboroughcounty.org	Drainage Pumping System
51814 - Sidewalk & ADA Improvements - Indian Rocks Rd Phase 2A Pinellas County AECOM Technical Services, Inc.	3/2019-11/2019	\$567,279.00	Paul Giuliani 727-453-3491 pgiuliani@pinellascounty.org	Drainage, Sidewalk, Roadway & Other Restoration
51815 - 13th Avenue North to 9th Avenue North Water Main Replacement Project City of Safety Harbor King Engineering Asscoaites, Inc.	1/2019-9/2019	\$984,322.51	John Powell 727-724-1555 jpowell@cityofsafetyharbor.com	Water Main Installation and Restoration
51901 - Sunset Point Rd at Betty Lane Intersection Improvements Pinellas County (Cone & Graham) AECOM	3/2019-6/2020	\$284,428.00	Louis Johnson 727-735-1781 ljohnson@conegraham.com	Water Main Repairs

51902 - N. Bayshore Sanitary Sewer & Force Main Replacement City of Safety Harbor King Engineering, Inc.	2/2019-11/2019	\$1,193,411.00	John Powell 727-724-1555 x 1805 jpowell@cityofsafetyharbor.com	Sanitary Sewer, Force Main, Jack & Bore. Asphalt, Concrete, Site Restoration
51903 - McKay Creek Water Quality Improvements Project Near Hickey Drive Pinellas County Environmental Consulting & Technology, Inc.	5/2019-5/28/20	\$898,074.50	Paul Giuliani pgiuliani@pinellascounty.org 727-453-3491	Construction of Two Water Quality Ponds, Excavation, Grading, Drainage & Structures
51904 - Sugarbear Dr. And Scott St Sewer Repairs City of Safety Harbor City of Safety Harbor Engineering	3/2019-7/2019	\$498,882.88	John Powell 727-724-1555 x 1805 jpowell@cityofsafetyharbor.com	Gravity Sewer, Storm, Structures, Restoration
51905 - Palmetto Rd Street & Drainage Improvements Project Town of Belleair RS & H	7/2019-6/2021	\$980,349.15	Keith Bodeker 727-408-4860 kbodeker@townofbelleair.net	Stormwater, roadway, watermain
51906 - Pinellas Roadway Town of Belleair McKim & Creed	7/2019-7/2020	\$3,470,868.56	Keith Bodeker 727-408-4860 kbodeker@townofbelleair.net	Stormwater, roadway, new outfall with baffle box, watermain
51907 - Downtown Stormwater Capital Improvement Project #1603ST City of Dade City Wood Environment & Infrastructure Solutions, Inc.	8/2019-7/2020	\$2,315,404.00	Joe DeBono 352-523-5050 jdebono@dadecityfl.com	Storm sewer collection system, potable water distribution, pond excavation, roadway reconstruction
51908 - Thonotosassa Rd Culvert Replacement CIP #46136.123 Hillsborough County Icon Consultant Group, Inc.	1/2020-5/14/20	\$853,812.36	Dana Mackey 813-307-1783 mackeyd@hillsboroughcounty.org	Box culvert, roadside drainage, roadway
51909 - 102nd Ave N at Antilles Dr Intersection Improvements Pinellas County RS & H	8/2019-10/2020	\$1,636,426.80	Joe Wolf 727-464-8880 jwolf@co.pinellas.fl.us	Intersection safety improvements, roadway widening, milling & resurfacing, drainage, sidewalk
51910 - Crystal Springs Water Main Extension IFB-KW-19-093 Pasco County Coastal Design Consultants	8/2019-10/9/20	\$1,889,580.00	Matt Wetherington, PE 813-235-6189 x 6937 mwetherington@pascocountyfl.net	Watermain repairs
51911 - MLK St City of Safety Harbor	6/2019-7/2019	\$77,184.00	Michelle Giuliani 727-631-1366 mgiuliani@cityofsafetyharbor.com	Sanitary sewer repairs
51912 - Pinellas Trail & 54th Ave N Drainage Improvements Pinellas County Icon Consultant Group, Inc.	2/2020-2/2021	\$2,985,248.93	Mark Demyan 727-282-4519 mdemvan@cp.pinellas.fl.us	Drainage Improvements, installing box culvert
51913 - 39th Ave Granite Construction	11/2019-12/2019	\$127,090.00	Richard Cooper 727-530-7577 Rick.cooper@qcinc.com	Sewer replacement and repairs
51914 - Baffle Box for 26th Ave North Outfall to Jungle Lake City of St. Petersburg City of St. Petersburg Engineering	11/2019-1/12/20	\$347,094.63	Bruce Stenfors 727-420-8933 Bruce.stenfors@stpete.org	Drainage improvements, baffle box
51915 - Channel 1B5 Concrete Panel Replacement East of 58th Street Pinellas Park Water Management District Applied Sciences Consulting, Inc.	11/2019-2/2020	\$1,100,190.00	Randy Roberts 727-528-8022 randv@ppwmd.com	Slope Paving
52001- 62nd Ave Sidewalk (LAP Project) and 62nd Ave N Intersection Improvement Project Pinellas County Cardno	5/2020-3/2021	\$1,810,662.00	Wesley Merritt 727-464-8821 wmerritt@pinellascounty.org	Sidewalk and intersection improvements

52002 - Bell Lake Rd Safety Improvements	1/2021-2/21/22	\$6,281,712.40	Matt Kodsi	Pavement widening, curb/gutter/sidewalk, drainage
Pasco County			727-247-3880	
Johnson Engineering			mkodsi@pascocountyfl.net	
52003 - Tennis Court Stormwater BMPs	4/2020-7/2020	\$434,120.00	Justin Keller	Drainage improvements, dry pond
Shipwatch Yacht & Tennis Association			727-526-9158	
Advanced Engineering & Design, Inc.			keller@aed-fl.com	
52005 - Hercules Ave PH II Sidewalk from Sherwood St to Sunset Point Rd	6/2020-9/2021	\$2,742,317.04	Wesley Merritt	Sidewalk, pedestrian bridge, box culvert, drainage and intersection improvements
Pinellas County			727-464-8821	
Cumey & Fair, Inc.			wmerritt@pinellascounty.org	
52006 - Mid-County Master Lift Station	10/2020-6/2021	\$1,591,115.00	Shelby Hughes	Construct new master lift station, force main, and gravity main
Utilities, Inc. of Florida			727-498-2585	
Kimley-Horn			shelby.hughes@kimley-horn.com	
52007 - 131st St N at 82nd Ave N & 86th Ave N Intersection Improvements (PID 001023A)	9/2020-6/2022	\$5,651,295.28	Dale Laird	Roadway reconstruction, intersection improvements
Pinellas County			727-464-8883	
Pinellas County			dlaird@pinellascounty.org	
52008 - Sanitary Sewer Rehab Phase 1B	8/2020-11/2020	\$1,307,218.00	Roger Homann, PE	Sanitary sewer improvements, gravity sewer pipe replacement and point repairs
City of Mulberry			863-888-0278	
Pennoni, Inc.			rhomann@pennoni.com	
52010 - County Line Rd Water Main Extension	8/2020-12/2020	\$1,452,256.80	Jim Lilly, EI	Water main installation by open cut, HHD, jack and bore. Grading and sod, roadway restoration
City of Lakeland			863-834-6175	
Chastain Skillman			jim.lilly@lakelandgov.net	
52011 - US 92	2/2021-8/2021	\$1,399,642.42	Ubaldo Rodriguez	Intersection, roadway and drainage improvements
City of Lakeland			954-419-6323	
JMT, Inc.			urodriguez@aeengineeringinc.com	
52012 - Mango St Stormwater and Roadway Improvements	6/2021-3/2022	\$839,968.04	Nick Makris	Intersection, roadway and drainage improvements
City of Tarpon Springs			727-942-5638	
American Consulting Engineers of Florida, LLC			nmakris@ctsfl.us	
52013 - Dolphin Dr Roadway Improvements	2/2021-8/2021	\$690,763.49	William Reidy, PE	Sanitary sewer, water main, drainage improvements
City of Belleair Bluffs			727-526-9158	
Advanced Engineering & Design, Inc.			reidy@aed-fl.com	
52014 - N. Sunlake Blvd Phase 1 Segment 1 Roadway Construction	4/2021-2/2022	\$1,264,580.00	Eric Boor	Water main installation by open cut, HHD, jack and bore.
Len-Angeline, Inc. (Cone & Graham)			561-827-1247	
NV5, Inc.			eboor@conegraham.com	
52101 - Main Ave & 15th St Drainage Improvements	6/2021-7/2021	\$94,753.00	Bryan Holmes	Storm sewer collection system, curb, storm pipe, pavement, ditch pavement, grading, roadway reconstruction.
City of Dade City			352-521-1280	
Wood Environment & Infrastructure Solutions, Inc.			bholmes@dadectivfl.com	
52102 - Ponce De Leon (Pinellas Roadway Improvements Project PH 3 & 4)	7/2021-6/2022	\$2,793,411.05	Keith Bodeker	Stormwater, roadway restoration, watermain, underdrain, sanitary sewer.
Town of Belleair			727-408-4860	
Deuel & Associates			kbodeker@townofbelleair.net	
52103 - Fast Response - Drainage Improvements	9/2021-9/2021	\$244,750.00	Jamie Khawaja	Drainage improvements, replace check valve and baffle box
FDOT			727-575-8332	
Burgess & Niple, Inc.			jamie.khawaja@dot.state.fl.us	

52104 - County Road 54 Improvements Phase II*	5/2022-	\$6,610,632.93	Patricia Arndt	Roadway and safety improvements, signalization, multiuse path, pavement widening, sidewalk.
Pasco County			727-834-3604	
Johnson Engineering, Inc.			parndt@pascocountyfl.net	
52105 - Rice Rd Water Main Extension	9/2021-12/2021	\$147,965.00	Colson Marsh	Water main installation by open-cut and jack & bore.
City of Plant City			863-345-1474	
Hydro Solutions Consulting, LLC/Dewberry			cmarsh@dewberry.com	
52106 - Lift Station 01 Demo	10/2021-11/2021	\$287,900.00	Brian Highnote	Lift station demo.
City of Largo			727-520-8181	
Ardurra Group, Inc.			bhighnote@largo.com	
52107 - 9th Ave North Force Main Project	12/2021-8/2022	\$920,000.00	Michelle Giuliani	Gravity sewer, sanitary sewer, bypass pumping, removal of existing force main, site restoration.
City of Safety Harbor			727-631-1366	
Pennoni Associates, Inc.			mgiuliani@cityofsafetvharbor.com	
52108 - Skyview Dr Force Main	12/2021-9/2022	\$1,009,650.00	Lee Potter	Installation of sanitary force main by both open cut and HDD.
City of Lakeland			863-834-6469	
Chastain Skillman			lee.potter@lakelandgov.net	
52109 - English Oaks Force Main - Phase III Section 3 - Caribbean Drive	1/2022-8/2022	\$995,939.00	Matthew Fowler, P.E.	Installation of sanitary sewer force main by open cut and jack & bore.
City of Lakeland			863-834-6389	
Chastain Skillman			matthew.fowler@lakelandgov.net	
52110 - Emergency Sanitary Sewer Repair for Harbor Hill Dr	12/2021-3/2022	\$1,373,796.00	Jamie Ahrens	Emergency rehabilitation and replacement of gravity sanitary sewer main.
City of Safety Harbor			727-724-1550	
City of Safety Harbor			cahrens@cityofsafetvharbor.com	
52111 - English Oaks Force Main - Phase III Section 4 - Airport Road for the Water Utilities Dept.	3/2021-11/2022	\$1,087,680.00	Matthew Fowler, P.E.	Installation of sanitary sewer force main by open cut, HDD, and jack & bore.
City of Lakeland			863-834-6389	
Chastain Skillman			matthew.fowler@lakelandgov.net	
52112 - Ch1C from 98th Ave to Confluence with Channel 1 – Contract 2	1/2022-11/2022	\$3,533,555.00	Randy Roberts	Channel upgrades, tree removal, tree replacement, fencing, sod restoration.
Pinellas Park Water Management District			727-528-8022	
McKim & Creed			randy@ppwmd.com	
52201 - 22-B-742 Bolesta Manhole Replacement	3/2022-4/2022	\$671,185.00	Brent Larson	Remove and replace manhole.
City of Largo			727-587-6713	
City of Largo Engineering			blarson@largo.com	
52202 - Contract No. T7388 SR 54, From E of CR 577 (Curley Rd) to E of CR579 (Morris Bridge Rd)*(	2/2022-	\$1,724,284.60	Eric Boor	Water and sewer removal and installation.
FDOT (Cone & Graham)			561-827-1247	
American Consulting Engineers of Florida, LLC.			eboor@conegraham.com	
52203 - Jennifer Ln Improvements	4/2022-5/2022	\$163,737.20	Shane LeBlanc	Roadway improvements, curb, driveways, paving and sod installation.
City of Zephyrhills			813-780-0022	
Cornelison Engineering & Design, Inc.			sleblanc@zhills.city	
52204 - N. Highland Ave Road & Drainage Improvement Phase I	6/2022-5/2023	\$2,898,260.50	Paul Giuliani	Road reconstruction and drainage improvements, sanitary sewer and water main installation.
Pinellas County			pgiuliani@pinellascounty.org	
Pinellas County			727-453-3491	
52205 - 22456,1 (Construction, 70th Street over Delaney Creek)	6/2022-3/2023	\$1,759,994.10	Jason Boulnois	Replace existing bridge with box culvert, roadway improvements, curbing and sidewalks.
Hillsborough County			813-307-1811	
RS&H, Inc.			boulnoisj@hillsboroughcounty.org	

52206 - Tarpon Avenue to South Huey to U.S. HWY 19 Roadway Improvement City of Tarpon Springs American Consulting Engineers of Florida, LLC	9/2022-8/2023	\$1,370,864.31	Nick Makris, PMP 727-942-5638 nmakris@ctsfl.us	Roadway and intersection improvements.
52207 - 12th/13th Street & Bay Dr - BMP 7&8 City of Belleair Beach Deuel & Associates	9/2022-3/2023	\$717,349.60	Kyle Riefler, CFM, CPRP 727-229-8433 Kyle.Riefler@CityofBelleairbeach.com	Mill and resurface roadway, curb replacement, stormwater collection and drainage improvements.
52208 - E7P30 Cypress Street – Widening and Resurfacing FDOT HDR Engineering, Inc.	6/2022-9/2023	\$2,231,498.85	Tracie Rose, PE 813-541-7944 trose@rkk.com	Intersection widening and realignment, enhance traffic operations and safety.
52209 - IFB-RH-22-086 Colonial Manor Drainage Improvement Project Pasco County Deloach Engineering/Florida Design Consultants, Inc.	1/2023-10/2023	\$3,412,841.75	Efrain Figueroa 727-834-3611 efigueroa@pascocountyfl.net	Repair multi-use path, roadway improvements and storm drainage improvements including 18" to 60" RCP.
52210 - Eiland Blvd Reconstruction at SR54 in Wesley Chapel* Western Surety Company/Pasco County (Cone & Graham)	5/2022-	\$506,047.00	Eric Boor 561-827-1247 eboor@conegraham.com	Locate, remove and install new water/sewer utilities.
52211 - WWTF 24" Effluent Pipe Replacement City of New Port Richey Stroud Engineering Consultants, Inc.	7/2022-8/2022	\$364,800.00	Sean Howard 727-841-4464 Howards@Cityofnewportriches.org	Install new 24" effluent pipe and fittings, misc. site work and restoration.
52212 - Darlington Rd Sidewalk from US 19 TO Sunray Dr Pasco County Pasco County	10/2022-1/2023	\$471,202.90	William J. Kelleher 727-834-3604 wkelleher@pascocountyfl.net	Sidewalk improvements.
52213 - West Central Avenue Watermain Replacement & Streetscape Project* City of St. Petersburg City of St. Petersburg	2/2023-	\$10,845,202.57	Thomas Rice 727-551-3202 thomas.rice@stpete.org	New water mains/services/connections, including new traffic signalization, paving, landscaping, and various roadway improvements.
52214 - Executive Park Gravity Sewer Replacement City of Tampa Mills and Associates, Inc.	8/2022-6/2023	\$2,361,900.50	Davey Henderson 813-630-3910 Davey.Henderson@tampagov.net	Install new sanitary sewer by open cut and HDD, grout fill existing lines, pavement and site restoration.
52215 - Southwest Pump Station Flow Reversal City of Lakeland Chastain Skillman	12/2022-7/2023	\$260,641.00	Vaughan Leer 863-388-3179 vleer@chastainskillman.com	Construction of wastewater pump flow reversal, various pump station improvements, force main installation.
52216 - Indian Rocks Road Drainage and Pedestrian Improvements Town of Belleair RS & H, Inc.	1/2023-10/2023	\$4,803,587.70	Adam Klintstiver 813-465-4446 aklintstiver@consoreng.com	Storm, water main and roadway improvements.
52301 - 42nd Avenue N Roadway and Sidewalk Improvements* Pinellas County DRMP	7/2023-	\$4,735,766.50	John Carpenter, PE 727-453-3350 jcarpent@pinellas.gov	Work consists of roadway drainage and sidewalk improvements.
52302 - Mehlenbacher Road Sidewalk Project* Pinellas County Kimley-Horn	7/2023-	\$3,575,743.50	John Carpenter, PE 727-453-3350 jcarpent@pinellas.gov	Pedestrian and traffic safety, and drainage improvements.
52303 - Emergency Valve Replacement City of St. Pete Beach Kimley-Horn	6/2023-7/2023	\$490,226.00	Shelby Hughes 727-498-2585 shelby.hughes@kimley-horn.com	Remove existing force main and replace, sidewalk and road reconstruction.

52304 - Bid No. 3016 Griffin Road Gravity Sewer Replacement*	10/2023-	\$2,822,910.00	Guy Taylor, PE	Installation of 8", 12" and 24" gravity sewer main and manholes, relocate existing foremans, pavement restoration.
City of Lakeland			863-834-6209	
Chastain Skillman			Guy.Taylor@lakelandgov.net	
52305 - Griffin Rd 24" Gravity Sewer Replacement - Phase II	3/2023-7/2023	\$1,978,600.00	Guy Taylor, PE	Emergency sewer repair and replacement.
City of Lakeland			863-834-6209	
City of Lakeland			Guy.Taylor@lakelandgov.net	
52306 - 46th Avenue North Sidewalk Improvements from 49th Street North to 55th Street North*	9/2023-	\$4,732,908.50	Paul Giuliani	Sidewalk improvements, road reconstruction, multi-use path, upgraded drainage and sanitary sewer.
Pinellas County			727-453-3491	
Hardesty & Hanover, LLC			pgiuliani@pinellascounty.org	
52307 - 22nd Avenue South (51st Street South - 34th Street South) Roadway Improvements*	11/2023-	\$7,473,287.30	Paul Giuliani	Road, sidewalk, drainage improvements.
Pinellas County			727-453-3491	
RS&H, Inc.			pgiuliani@pinellascounty.org	
52308 - Largo Emergency Repairs*	8/2023-	\$1,733,547.99	Norman Shaw	Emergency replacements for failing manholes, including road reconstruction.
City of Largo			727-587-6713	
City of Largo			nshaw@largo.com	
52309 - CIP 69600311 Gibsonton Drive at Fern Hill Drive Intersection Improvements*	11/2023-	\$7,932,347.50	Sandra Gonzalez	Temporary and new signalization, roadway improvements, and pedestrian safety improvements.
Hillsborough County			813-307-1749	
George F. Young			GonzalezSa@hillsboroughcounty.org	
52310 - E7R32 US 98 Bypass Desgin Build*	TBD	\$2,634,329.00	TBD	Remove and replace over 2,000 LF of 8", 10" and 12" PVC water main by open cut and hdd.
FDOT - Cone & Graham				
FDOT				
52311 - Kirby Street Force Main & Gomez Pumping Station Force Main Improvements*	2/2024-	\$2,236,220.00	Davey Henderson	Installation of 1200 LF of 16" PVC, 600 LF of 10" PVC, 950 LF of 8" PVC by open cut and 1200' of hdd and roadway improvements.
City of Tampa			813-630-3910	
Barnes, Ferland & Associates, Inc.			Davey.Henderson@tampagov.net	
52312 - Old Coachman Rd Bridge Replacement*	TBD	\$389,220.00	TBD	Installation of 520 LF12" RCW by open cut and HDD, including various utility improvements and adjustments.
Pinellas County - Cone & Graham				
City of Clearwater				
52313 - Driftwood Drive Drainage Improvement Project*	TBD	\$558,436.20	TBD	Drainage and roadway improvements, including excavation, RCP, sidewalk, driveways, concrete ditch paving, and sod.
Polk County				
Kisinger Campo & Associates				
52314 - Water Piping Improvement - Potable Water Piping Improvement Phase 2, 4, and 5	TBD	\$10,053,286.50	TBD	Installation of watermain for 23 locations from 2"-24" by open cut, jack & bore, and HDD, including misc. roadway improvements.
City of Clearwater				
CHA Consulting, Inc.				
52402 - Burke Street/Gravity Main Replacement	TBD	\$1,608,366.00	TBD	Replacing gravity collection system, including pipe abandonment, installing 1,000' of PVC pipe, 4 48" MH, 4" sanitaty laterals.
Hillsborough County				
Arduurra				
52403 - East Main Street at Combee Road Intersection Project	TBD	\$787,497.90	TBD	Intersection improvements including new turn lanes, drainage, sidewalks, and driveways.
Polk County				
RK&K				
*In Progress				



Bayshore Septic To Sewer Project (Re-Bid)

Bid No. 240057-B-JL

Bid Description: Installation and testing of approx. 2,400LF of 4" C900 DR 18 PVC force main, 1,400 LF of 2-inch HDPE service laterals to service 47 lots within the right-of-way of Bayshore Drive in the City of Tarpon Springs, Florida, Pinellas County.

Bid Opening: 2/20/2024 at 3pm

Bidder: EZ Contracting LLC

Phone: (863) 204-9588

Email: EZ@ezcontractingfl.com

Address: 6660 Lucerne Park Rd Winter Haven, FL 33881

BID FORM

BID No. 240057-B-JL

BAYSHORE SEPTIC TO SEWER PROJECT (Re-Bid)

BIDDER EZ Contracting LLC

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to perform and furnish all Work as specified and in accordance with the other terms and conditions of the Contract Documents.

The bidder warrants that prices, terms and conditions quoted in their bid will be firm and irrevocable for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the ITB. Such prices will remain firm for the period of performance of resulting purchase orders or contracts which are to be performed over a period of time.

1. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
<u>1/26</u>	<u>1</u>	<u> </u>	<u> </u>
<u>2/08</u>	<u>2</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- c. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
- e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
- f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or

induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

- g. **The Contractor agrees to maintain the below bid prices for the entire contract period and no escalation of bid prices will be allowed throughout the entire contract period.**
2. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown on the Bid Schedule (completed by contractor, signed and attached) and for the total base bid shown below:
- TOTAL BASE BID CONTRACT PRICE:** Eight hundred twenty nine thousand
two hundred and fifty dollars (Words) (\$ 829,250.00) (Numbers)
3. Bidder acknowledges the estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.
4. Bidder agrees that the Work will be substantially complete within **one hundred fifty (150) calendar days** after the date when the Contract Times commence to run.
5. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990.

Bidder: EZ Contracting LLC

Address: 6660 Lucerne Park Rd

City Winter Haven State FL Zip 33881

Phone No.: (863) 204-9588 Fax No : _____ Email: EZ@EZCONTRACTINGFL.COM

John A. Barile, President

Printed Name and Title

John Barile

Authorized Signature

2/6/2024

Date

**City of Tarpon Springs
Bayshore Drive Septic to Sewer Project
Bid Tab**

Contractor:
240057-B-JL

Item No.	Item Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization/Demobilization	LS	1	\$36,000.00	\$36,000.00
2	4-inch C900 DR18 PVC	LF	2,400	\$55.00	\$132,000.00
3	Sanitary Sewer Connection (2-inch HDPE)	LF	1,400	\$100.00	\$140,000.00
4	4-inch Gate Valve Assembly	EA	4	\$5,000.00	\$20,000.00
5	Flushing Valve Connection Assembly	EA	3	\$6,000.00	\$18,000.00
6	Air Release Valve Assembly	EA	4	\$8,000.00	\$32,000.00
7	Connection to Existing Force Main	EA	2	\$15,000.00	\$30,000.00
8	Ductile Iron Fittings	TON	0.5	\$40,000.00	\$20,000.00
9	Concrete Curb & Gutter	LF	225	\$30.00	\$6,750.00
10	Concrete Sidewalk and Driveway (6-inch thick)	SY	100	\$20.00	\$2,000.00
11	Milling Existing Pavement (1-inch thick ave)	SY	6,500	\$25.00	\$162,500.00
12	Superpave Asphalt Pavement, SP-9.5 (1-inch thick)	TN	400	\$350.00	\$140,000.00
	SUBTOTAL				\$739,250.00
13	Owner's Allowance (Do Not Modify)	LS	1	\$90,000	\$90,000
	TOTAL				\$829,250.00

Bid Bond

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, EZ CONTRACTING LLC, 6660 Lucerne Park Road, Winter Haven, FL 33881
(Name and Address of Company)

(hereinafter called "Principal") and Great Midwest Insurance Company (hereinafter called "Surety") are held and firmly bound unto the City of Tarpon Springs, Florida (hereinafter called "City") in the sum of:

Five Percent of Amount Bid----- Dollars (\$ -----5%-----)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal": contemplates submitting or has submitted a Bid to the City of Tarpon Springs, Florida, for

Bayshore Septic to Sewer Project

Bid No. 240040-B-JL

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Performance & Payment Bond in an amount equal to one hundred percent (100%) of the bid for the performance of said contract, within ten (10) consecutive calendar days after written Notice of Award of the contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid and the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written Notice of Award, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Performance & Payment Bond in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City of Tarpon Springs, Florida, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of Tarpon Springs, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Tarpon Springs, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal."

IN WITNESS THEREOF, the said

EZ CONTRACTING LLC
(Name of Company)

as "Principal" herein, has caused these presents to be signed in its name by its _____ under its corporate seal, and the said Great Midwest Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact under its corporate seal, the 13th day of February, 2024.

NAME OF COMPANY: EZ CONTRACTING LLC

By: _____

(Signature)

John Barile
(Please Print or Type Name)

Pres.
(Title)

SEAL

ATTEST: _____

(Signature)

Great Midwest Insurance Company

Surety Name

Jeffrey W. Reich

Jeffrey W. Reich Attorney-in-Fact & FL Licensed Resident Agent
Inquiries: 407-786-7770

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Cheryl A. Foley, Emily J. Golecki, Lisa A. Roseland, Kim E. Niv, Jeffrey W. Reich, Susan L. Reich, Sarah K. O'Linn, Robert P. O'Linn, Teresa L. Durham, Nathan K. Reich

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

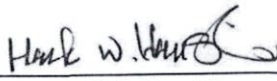
Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

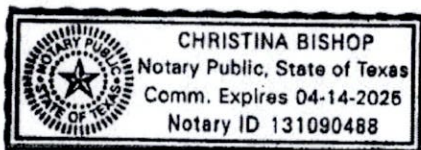


GREAT MIDWEST INSURANCE COMPANY

BY 
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY 
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 13th Day of February, 2024.



BY 
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



VENDOR REFERENCES

The following information is required in order that your bid may be reviewed and properly evaluated.

Company Name: EZ Contracting LLC

Length Of Time Company Has Been In Business: 1 year

Business Address: 6660 Lucerne Park Rd, Winter Haven, FL 33881

How Long In Present Location: 4 months

Telephone Number: (863) 204-9588
Email Contact: EZ@EZCONTRACTINGFL.COM

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SIZE & SCOPE TO THIS PROJECT:

1. Project/Contract Name:	FDOT - Super Structure Concrete Repairs
Dollar Value:	\$5,000,000
Contact Name:	Barbara Catlin
Email/Phone Number:	(941) 302-5048
Agency/Company Name:	City of Venice
Address:	US highway 41 Byp S Venice, Fl 34293
Date completed/or if in Progress:	10/2021 - 05/2022
2. Project/Contract Name:	FDOT - Rest Area Replacement
Dollar Value:	\$4,500,000
Contact Name:	Kris Carson
Email/Phone Number:	(813) 975-6060
Agency/Company Name:	City of Ruskin
Address:	7139-7165 I-75 N Ruskin, FL 33571
Date completed/or if in Progress:	6/2019 - 11/2021
3. Project/Contract Name:	FDOT - Roadway Widening from 4 to 6 Lanes
Dollar Value:	\$2,300,000
Contact Name:	Kris Carson
Email/Phone Number:	(813) 975-6060

Agency/Company Name:	City of Riverview
Address:	S Falkenburg Rd Riverview, FL 33578
Date completed/or if in Progress:	5/2019 - 10/2021
4. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email/Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
5. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email/Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	

DRUG FREE WORKPLACE FORM

PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.

1. This statement is submitted with the attached Bid.
2. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. 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 specifying the actions that will be taken against employees for violations of such prohibition.
 - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).
 - d. In the statement specified in subsection (A), 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, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
 - e. 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.
 - f. 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.

Printed Name and Title: John A. Barile, President

Authorized Signature: John Barile

NO-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF polk

_____ being first duly sworn deposes and says that:

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

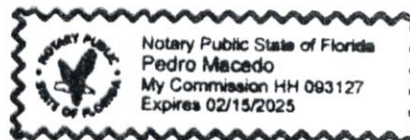
By _____

Subscribed and sworn to before me this 6 day of January, 2024.

Personally known _____ OR Produced identification X Type of identification produced Drivers license

Notary Public (Signature)

My Commission Expires: 02/15/2025



LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council, Member of Congress in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By: John Barile
Signature

Edward Zausch
Witness

Edward Zausch
(Printed Name)

Secretary
(Title)

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

☐ I am an employee, public officer or advisory board member of the City

(List Position Or Board)

☐ I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

☒ None of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☒ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: EZ Contracting LLC

NAME (PER AUTHORIZED TO BIND THE COMPANY): John Barile

SIGNATURE: John Barile DATE: 2/6/2024

CERTIFIED RESOLUTION

I, Edward Zausch (Name), the duly elected Secretary of EZ Contracting LLC (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT John Barile (Name)", the duly elected President (Title of Officer) of EZ Contracting LLC (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tarpon Springs and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tarpon Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this 6 day of February, 2024.

(SEAL) By: Ed Zausch
Secretary
EZ Contracting LLC
Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tarpon Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: John Barile

Title: Corporate Officer

Date: 2/6/2024

Signature: John Barile



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/01/2023

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).

PRODUCER Closson Insurance Agency, LLC 1201 S. Orlando Avenue Suite 200 Winter Park FL 32789	CONTACT NAME: Christine McCrary PHONE (A/C, No, Ext): (407) 898-2211 FAX (A/C, No): (407) 898-1850 E-MAIL ADDRESS: CMcCrary@ClossonInsurance.com														
INSURED EZ CONTRACTING LLC 239 NEW GATE LOOP # 222 LAKE MARY FL 32746	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Transportation Insurance Co</td><td>20494</td></tr><tr><td>INSURER B: Continental Casualty Ins. Co.</td><td>20443</td></tr><tr><td>INSURER C: Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Transportation Insurance Co	20494	INSURER B: Continental Casualty Ins. Co.	20443	INSURER C: Continental Insurance Company	35289	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES	CERTIFICATE NUMBER: 10.18.23 Master	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	7040355663	10/18/2023	10/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	7040355646	10/18/2023	10/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7040355632	10/18/2023	10/18/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as additional insured regarding the General Liability including products and completed operations on a primary and non-contributory basis as required by written contract per attached policy forms. Blanket Additional Insured and Waiver of Subrogation endorsements apply to the Auto Liability as required by written contract per attached policy forms. The Umbrella is follow form to the underlying General Liability and Auto Liability policies.

CERTIFICATE HOLDER City of Tarpon Springs Procurement Services PO Box 5004 Tarpon Springs FL 34689	CANCELLATION 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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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BARILE, JOHN A

EZ CONTRACTING LLC
239 NEW GATE LOOP
LAKE MARY FL 32746

LICENSE NUMBER: CUC037218

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BID FORM

BID No. 240057-B-JL

BAYSHORE SEPTIC TO SEWER PROJECT (Re-Bid)

BIDDER Timm Group Building and General Contractor

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to perform and furnish all Work as specified and in accordance with the other terms and conditions of the Contract Documents.

The bidder warrants that prices, terms and conditions quoted in their bid will be firm and irrevocable for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the ITB. Such prices will remain firm for the period of performance of resulting purchase orders or contracts which are to be performed over a period of time.

1. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
<u>1/26/24</u>	<u>1</u>	<u> </u>	<u> </u>
<u>2/8/2024</u>	<u>2</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- c. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
- e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
- f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or

induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

- g. **The Contractor agrees to maintain the below bid prices for the entire contract period and no escalation of bid prices will be allowed throughout the entire contract period.**
2. Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown on the Bid Schedule (completed by contractor, signed and attached) and for the total base bid shown below:

TOTAL BASE BID CONTRACT PRICE: Eight hundred five thousand
(Words)
Two hundred fifty dollars (\$ 805,250)
(Numbers)

3. Bidder acknowledges the estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.
4. Bidder agrees that the Work will be substantially complete within **one hundred fifty (150) calendar days** after the date when the Contract Times commence to run.
5. Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96, laws of Florida) effective October 1, 1990.

Bidder: Timm Group Building and General Contractor

Address: 1247 S. Pinellas Ave

City Tarpon Springs State Florida Zip 34689

Phone No.: 727-623-4980 Fax No: 727-623-4981 Email: Carlos@timmgrouppcontractors.com

Carlos Rodrigues CEO/President

Printed Name and Title


Authorized Signature

02/20/2024

Date

City of Tarpon Springs
Bayshore Drive Septic to Sewer Project
Bid Tab

Contractor:
240057-B-JL

Item No.	Item Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization/Demobilization	LS	1	\$70,000	\$70,000
2	4-inch C900 DR18 PVC	LF	2,400	\$90	\$216,000
3	Sanitary Sewer Connection (2-inch HDPE)	LF	1,400	\$100	\$140,000
4	4-inch Gate Valve Assembly	EA	4	\$5,000	\$20,000
5	Flushing Valve Connection Assembly	EA	3	\$7,500	\$22,500
6	Air Release Valve Assembly	EA	4	\$8,000	\$32,000
7	Connection to Existing Force Main	EA	2	\$20,000	\$40,000
8	Ductile Iron Fittings	TON	0.5	\$25,000	\$12,500
9	Concrete Curb & Gutter	LF	225	\$110	\$24,750
10	Concrete Sidewalk and Driveway (6-inch thick)	SY	100	\$120	\$12,000
11	Milling Existing Pavement (1-inch thick ave)	SY	6,500	\$7	\$45,500
12	Superpave Asphalt Pavement, SP-9.5 (1-inch thick)	TN	400	\$200	\$80,000
	SUBTOTAL				\$715,250
13	Owner's Allowance (Do Not Modify)	LS	1	\$90,000	\$90,000
	TOTAL				\$805,250

Bid Bond

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, Timm Group Stucco, Inc. dba Timm Group Building & General Contractors
1247 S. Pinellas Ave., Tarpon Springs, FL 34689
(Name and Address of Company)

(hereinafter called "Principal") and Nationwide Mutual Insurance Company (hereinafter called "Surety") are held and firmly bound unto the City of Tarpon Springs, Florida (hereinafter called "City") in the sum of:

Five Percent of Total Amount Bid in U.S. ----- Dollars (\$ 5% -----)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal": contemplates submitting or has submitted a Bid to the City of Tarpon Springs, Florida, for

Bayshore Septic to Sewer Project (Re-Bid)

Bid No. 240057-B-JL

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Performance & Payment Bond in an amount equal to one hundred percent (100%) of the bid for the performance of said contract, within ten (10) consecutive calendar days after written Notice of Award of the contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid and the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written Notice of Award, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Performance & Payment Bond in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City of Tarpon Springs, Florida, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of Tarpon Springs, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Tarpon Springs, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal."

IN WITNESS THEREOF, the said

Timm Group Stucco, Inc. dba Timm Group Building & General Contractors

(Name of Company)

as "Principal" herein, has caused these presents to be signed in its name by its _____ under its corporate seal, and the said Nationwide Mutual Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact under its corporate seal, the 13 day of February, 2024.

NAME OF COMPANY: Timm Group Stucco, Inc. dba Timm Group Building & General Contractors

By: _____

(Signature)

CARLOS RODRIGUES

(Please Print or Type Name)

CEO/PRESIDENT

(Title)

SEAL

ATTEST: _____

(Signature)

Nationwide Mutual Insurance Company

Surety Name

Attorney-in-Fact

David B. Shick, Attorney-In-Fact &
Licensed FL Resident Agent #A241176



KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
DAVID BRYAN SHICK;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

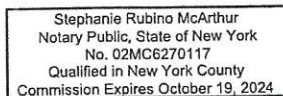
IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 13 day of February, 2024.



Assistant Secretary

VENDOR REFERENCES

The following information is required in order that your bid may be reviewed and properly evaluated.

Company Name: Timm Group Building and General Contractor

Length Of Time Company Has Been In Business: 15+ Years

Business Address: 1247 S. Pinellas Ave. Tarpon Springs, FL 34689

How Long In Present Location: 6 years

Telephone Number: 727-623-4980
Email Contact: Carlos@timmgroupcontractors.com

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SIZE & SCOPE TO THIS PROJECT:

1. Project/Contract Name:	Holiday Hills Drainage Improvements
Dollar Value:	\$1,481,805
Contact Name:	Pasco County, Efrain Figueroa, eFigueroa@pascocountyfl.net, 727-834-3611
Email/Phone Number:	Efigueroa@pascocountyfl.net 727-247-0754/727-834-3611 x1005
Agency/Company Name:	Pasco County
Address:	4454 Grand Blvd New Port Richey 34652
Date completed/or if in Progress:	In progress
2. Project/Contract Name:	37th St Culvert Repair
Dollar Value:	\$372,000
Contact Name:	Dylan Luke
Email/Phone Number:	DLuke@pinellas-park.com 727-240-5152
Agency/Company Name:	City of Pinellas Park
Address:	6250 82nd Ave Pinellas Park 33781
Date completed/or if in Progress:	In progress
3. Project/Contract Name:	San Salvador Dr & St. Catherine West St Improvements
Dollar Value:	\$986,170.25
Contact Name:	Bruce Wirth
Email/Phone Number:	Bwirth@dunedinfl.net 727-298-3208

Agency/Company Name:	City of Dunedin
Address:	737 Loudon Ave Dunedin 34698
Date completed/or if in Progress:	Complete - 08/06/2021
4. Project/Contract Name:	St Luke's Lift Station & Utility Building
Dollar Value:	\$1,003,949
Contact Name:	Barry M Bywalec, PE
Email/Phone Number:	BarryBywalec@aol.com 813-335-6752
Agency/Company Name:	Diocese of St Petersburg
Address:	2757 Alderman Rd Palm Harbor 34684
Date completed/or if in Progress:	Complete - 11/06/2019
5. Project/Contract Name:	Holiday Hills Bob Evans Pump Station & force Main
Dollar Value:	\$140,805
Contact Name:	Ivan Martinez
Email/Phone Number:	Imartinez@pascocountyfl.net 813-235-6189
Agency/Company Name:	Pasco County
Address:	19420 Central Blvd Land O'Lakes 34637
Date completed/or if in Progress:	Complete - 06/14/2021

DRUG FREE WORKPLACE FORM

PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.

1. This statement is submitted with the attached Bid.
2. Preference shall be given to businesses with drug-free workplace programs.
Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. 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 specifying the actions that will be taken against employees for violations of such prohibition.
 - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).
 - d. In the statement specified in subsection (A), 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, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
 - e. 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.
 - f. 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.

Printed Name and Title: Carlos Rodrigues CEO/President

Authorized Signature: _____



NO-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Pinellas

Carlos Rodrigues being first duly sworn deposes and says that:

BIDDER is the Owner/President

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By 

Subscribed and sworn to before me this 20 day of February, 2024.

Personally known X OR Produced identification Type of identification produced N/A

Notary Public (Signature)
My Commission Expires:



Melissa Connelly
Comm.: HH232383
Expires: Feb. 22, 2026
Notary Public - State of Florida



LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council, Member of Congress in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By: Carlos Rodrigues

Signature

Witness

David Havasi

(Printed Name)

Estimator

(Title)

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

☐ I am an employee, public officer or advisory board member of the City
_____(List Position Or
Board)

☐ I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

☒ None of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☒ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: Timm Group Building and General Contractor

NAME (PER AUTHORIZED TO BIND THE COMPANY): Carlos Rodrigues

SIGNATURE:  **DATE:** 02/20/2024

Type text here

I, Carlos Rodrigues (Name), the duly elected Secretary of CEO/President (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

The City of Tarpon Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

Given under my hand and the Seal of the said corporation this 20 day of February, 2024.

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tarpon Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: Carlos Rodrigues

Title: CEO/President

Date: 02/20/2024

Signature: 

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Tarpon Springs.

The Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Tarpon Springs. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Tarpon Springs, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Timm Group Building and General Contractor	27-1259394	086883921
Company (Bidder) Name	Tax ID Number	DUNS Number

Carlos Rodrigues
Authorized Representative Name


Authorized Representative Signature

CAGE Code issued through www.sam.gov
Identification Number
(If Social Security number
DO NOT enter)



CITY OF TARPON SPRINGS, FL

Procurement Services Department

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

INVITATION TO BID

BAYSHORE SEPTIC TO SEWER PROJECT (RE-BID) ARPA FUNDED NON-FEDERAL ENTITY

Date: January 10, 2024
Bid No.: 240057-B-JL

Sealed bids will be received **electronically** by the City of Tarpon Springs, Procurement Services Department, 324 East Pine Street, Tarpon Springs, FL 34689 (mailing address: City of Tarpon Springs, Procurement Services, P.O. Box 5004, Tarpon Springs, Florida 34688-5004), until:

3:00 p.m., Tuesday, February 13, 2024

at which time bids will be publicly opened and read aloud for:

Project: Bayshore Septic to Sewer Project (Re-Bid)
Bid No.: 240057-B-JL
Bid Bond: 5%
Performance & Payment Bonds: 100%

Bids and all addenda shall be available only through DemandStar/Onvia (www.demandstar.com).

Submission and Receipt of Bids

Submitting electronically through the online services of DemandStar, all documents and attachments must be uploaded by the date and time indicated. Respondents who are E-Bidding for the first time are strongly encouraged to contact DemandStar.com at (800)711-1712 or obtain assistance by e-mailing questions to suppliersservices@onvia.com.

Solicitation responses uploaded to DemandStar.com (i.e., www.demandstar.com) after the Solicitation Response Due Date and time shall not be considered. It is the sole responsibility of the Respondent to ensure that its solicitation response is uploaded before such date and time. Tarpon Springs Procurement Services shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Note: It is strongly recommended to upload your response in adequate time to assure that it will post on the day prior to the closing date.

Explanations to Bidders

All questions or requests for additional information are required to be in writing e-mailed to purchasing@ctsfl.us.

Questions must be submitted, in writing, not later than January 25, 2024.

Any verbal responses to questions or changes or additions to the Scope of Services or any part of this Invitation to Bid shall not be binding on the City or its representatives. Only changes or additions made by Addenda issued by the City of Tarpon Springs through DemandStar/Onvia should be considered for your bid submittal.

Compliance

Failure to comply with the ITB in full may be cause for rejection of bid. Bids must conform to the scope of services and terms and conditions. Bids must be returned on the forms provided. Nonconformance with these instructions is grounds for rejection of bid.

Rejection of Bids

The City reserves the right to accept or reject any and all bids or parts of bids, waive minor informalities, and request rebids on the material or services described in the ITB. The City reserves the right to waive minor informalities.

Ex-Parte Communication. In order to ensure fair evaluation of bids, ex parte communication initiated by bidders is prohibited from the time the responses are opened until a final decision has been made. No bidder may initiate communication with any City Commissioner or any City official, staff, or employee who is participating in the evaluation process. Any and all communication initiated by a bidder after the responses are opened must be in writing to:

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director
City of Tarpon Springs
PO Box 5004
Tarpon Springs, FL 34688-5004
727-937-1766 Fax
jlewis@ctsfl.us

The City may, however, initiate communication with any bidder in order to obtain additional information or clarification necessary for fair evaluation of their bid. Ex parte communication initiated by a bidder may disqualify that bidder from consideration for this or future Invitations to Bid.

Janina Lewis, CPPO, NIGP-CPP
Procurement Services Director

JL:jl
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PART A
TECHNICAL SPECIFICATIONS

UNDER SEPARATE COVER

PART B

GENERAL CONDITIONS FOR CONSTRUCTION

1. Definitions

"Owner"	The City of Tarpon Springs, Florida.
"Contractor"	The person, firm, or corporation with whom this Contract is executed by the Owner.
"City Manager"	The duly appointed City Manager of the City of Tarpon Springs, Florida.
"Contract Documents"	This Agreement and attached Exhibits, the General Conditions, the Supplementary Conditions (if any), the Special Conditions (if any), the Drawings (the titles of which are attached hereto as Exhibit A), the Specifications (the titles of which are attached hereto as Exhibit B), any Addenda issued prior to execution of this Agreement, the Invitation for Bid (including any Instructions to Bidders, Scope of Work, Bid Summary, Supplements, and Technical Specifications), any interpretations issued pursuant to the Invitation for Bid, the Contractor's Bid, the permits, the notice of intent to award, the Notice to Proceed, the purchase order(s) (if any), any other documents listed in this Agreement, and Modifications [to include written Amendment(s), Change Order(s), Work Directive Change(s) and Field Directive(s)] issued after execution of this Agreement.
"Engineer":	The City Engineer of Tarpon Springs or a duly appointed representative.
"Bidder"	Any person, firm, or corporation submitting a bid for the contemplated work.
"Subcontractor"	Any person, firm, or corporation having a direct contract with the Contractor for the performance of a part of the work at the site.
"Work"	All labor, material, tools, and equipment necessary to produce the construction required by the contract documents.
"Inspector"	An authorized representative of the Engineer assigned to make any and all inspections of the work performed and materials furnished by the Contractor.
"Board of Commissioners"	The governing body of the City of Tarpon Springs, Florida hereinafter referred to as the "Board".

“Plans”	The drawings prepared by the Engineer that show the location, character, dimension, and details of the work to be done.
“Specifications”	The detailed written directions, provisions, and requirements relating to the quantities and qualities of the work to be performed under the contract.
“Addendum”	A modification of the plans, specifications, or other contract documents issued by the Engineer and distributed to the bidders before the opening of bids.
“Change Order”	A written order authorized by the Board to the Contractor directing certain changes, additions, or reductions in the Work.
“Substantial Completion”	The stage in the process of the work or designated portion is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the work for its intended use.
“Surety”	The entity engaged by the Contractor to be responsible for the Contractor’s acceptable performance of the Contract and the Contractor’s payment of all debts pertaining thereto.
“Bid Security”	The surety bond or certified check furnished by the bidder with his bid proposal.
“Payment Bond”	A bond, which assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract.
“Performance Bond”	A bond, executed subsequent to award by the Contractor from loss due to the Contractor’s inability to complete the contract as agreed; secures the fulfillment of all contract requirements.

2. Covenants Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage brokerage or contingent fee.

3. Site Investigation

The Contractor acknowledges that the Contractor has satisfied itself as to the nature and location of the work; the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling, and storage of prosecution materials; availability of labor, water, electric power, roads; uncertainties of weather, river stages, tides, or similar physical conditions at the site; the conformation and conditions of the ground; and the character of equipment and facilities needed preliminary to and during the work.

The Contractor further acknowledges that Contractor has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered, insofar as this information is reasonably ascertainable from inspection of the site, including all exploratory work done by the Owner, as well as from information presented by the Contract Documents made a part of this contract.

Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

Owner does not guarantee that any site or soil conditions will be as described and are available only upon waiver of all responsibility of the Owner. It is the Contractor's sole risk and responsibility to verify such information in order that he may complete the project as specified and shown in the contract documents. Under no condition will a variation in the information obtained by the Owner on site or soil conditions, including subsurface soil conditions at the job site, be accepted as a basis in any claim for extra compensation.

Submittal of a bid by the Contractor shall be taken as prima facie evidence of compliance with this section.

The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner. The Owner also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Contract, unless:

- 1) such understanding or interpretations are made in writing by the Engineer or are expressly stated in the Contract; and
- 2) the Contract expressly provides that the responsibility therefore is assumed by the Owner.

The Contractor shall assume all risks resulting from any changes in the conditions which may occur during the progress of the work resulting from Acts of God.

4. Bid Documents/Cost

Bid Documents with Instructions and Contract Documents may be obtained **only** from DemandStar/Onvia (www.demandstar.com) The cost of these documents, if any, will be as specified on DemandStar/Onvia.

5. Equal Opportunity

Attention of Contractor is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

6. Insurance Requirements

The successful bidder must provide a Certificate of Insurance in accordance with Insurance Requirements, Construction Agreement, prior to issuance of a Purchase Order and Notice To Proceed.

7. Patents

The Contractor shall obtain all necessary consents and shall pay all royalties, licenses, and fees for the use of any patented invention, articles, composition, or process in the work done or the materials furnished, or any part thereof embraced in this Contract. The Contractor shall be responsible for any claims made against the Owner, its agents, and employees for any actual or alleged infringement of patents by the use of any patented articles, appliances, etc., in the construction and completion of the work and shall save harmless and indemnify the Owner, its agents, and employees from all costs, expenses, and damages, including attorney's fees which the Owner may be obliged to pay by reason of any actual or alleged infringements of patents used in the construction and completion of work herein specified.

8. Assignments

Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof or of the right, title, or interest of his obligations hereunder, without the written consent of the other party.

9. Permits

A construction permit, tree removal permit (if applicable), and a building permit issued by the City of Tarpon Springs to the Contractor will be required prior to start of the Contract. Fees for these permits will be waived if the Contractor obtains these permits prior to construction. Fees will be charged to the Contractor if he neglects to obtain permits prior to construction. Any penalty fees collectable by the City of Tarpon Springs shall NOT be waived. In addition, the Contractor shall be responsible for obtaining all permits/licenses necessary to complete the work.

10. Sign: City Of Tarpon Springs Tax Dollars At Work

The successful contractor shall display a "CITY OF TARPON SPRINGS TAX DOLLARS AT WORK" sign at the project site at all times until completion. The Public Works Department will arrange for the sign to be delivered to the site. It is the contractor's responsibility to see that the sign is returned to the City upon the project being completed and that the sign is returned in the same condition as it was when received.

11. Submission Of Formal Bid

A TOTAL BID shall be submitted in TRIPLICATE (1 Original, so marked, and 2 copies), including Bid the Proposal Form, all applicable Warranties & Guarantees of Workmanship, Bid Guaranty, Vendor References, (if not currently on file), listing of Manufacturers and Suppliers, and all ADDENDA, if issued.

12. Liquidated Damages

The amount of liquidated damages for the project is hereby established as **\$446.00** per calendar day.

13. Five Percent (5%) Retainer

A five percent (5%) retainer or partial payment will be withheld until the final acceptance of the work and the satisfaction of any liquidated damages.

14. Contingency Statement

In the event sufficient funds have not been currently made or are not available for a new fiscal period, the City shall notify the Contractor of such occurrence; and contract shall terminate on the last day of current fiscal period without penalty or expense to the City.

15. Plans And Specifications Furnished To Contractors

The successful Contractor shall be entitled to receive from the Engineer four (4) sets of contract plans and specifications at no cost to the contractor. Additional plans and specifications may be purchased from the Engineer at the cost of reproduction.

16. Qualifications Of Contractors And Subcontractors

The Contractor shall assure that all superintendents, foremen, crafts, and workers are competent, careful, and reliable. All crafts and workers must have sufficient skill and experience to properly perform the work assigned them. All crafts and workers engaged in any trade shall have had sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved and shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the Engineer may take action as follows:

Whenever the Engineer shall determine that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate; such person shall upon notice be discharged from the work and shall not again be employed on it except with the written consent of the Engineer. Should the Contractor fail to remove such person or persons, the Engineer may withhold all estimates which are or may become due or may suspend the work until the Contractor complies with such orders.

17. Engineer's Status

The Engineer cannot direct day-to-day work or Contractor's employees. The day-to-day responsibility of furnishing competent supervision and superintending shall

General Conditions for
Construction Rev (11-23)

be that of the Contractor in accordance with the article hereof regarding supervision. The Engineer has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The Engineer shall also have authority to reject all work and materials which do not conform to the contract and to decide questions and disputes which arise in the execution of the work.

The Engineer in all cases shall have the authority to determine the amount, quality, acceptability, and fitness of the several kinds of works, materials, and equipment which are to be paid for under this contract. Any such determination, however, in no way guarantees the Contractor's workmanship, materials, or equipment used. The Engineer shall also determine all questions or conflicts which may arise in relation to the work and the performance of the contract.

The Engineer does not underwrite, guarantee, or ensure the work done by the Contractor. It is the Contractor's responsibility to perform the work in all details in accordance with the contract documents, and the Engineer shall never be responsible or liable to the Contractor or any other party by reason of the Contractor's failure to do so.

18. Inspection Of Work

The purpose of inspection is to ensure compliance with the technical specifications and contract documents. The Engineer and the Engineer's representatives shall at all times have access to the work; and the Contractor shall provide proper facilities for such access and for inspection including scaffolds, lighting, etc. If the specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved; the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspection by the Engineer shall be made within a reasonable time after notification and, where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer; and, if so ordered, the work shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract documents, the Owner shall pay the cost of re-examination and replacement. If such work is found not to be in accordance with the Contract documents, the Contractor shall pay such cost.

The Engineer may appoint such persons as the Engineer may deem necessary to inspect, at any time, the materials and equipment furnished and the work done under this contract. Said inspections are to be made at the shop or plant or at the site of the work at the discretion of the Engineer.

No inspection or direction, no failure to inspect or direct, no approval of payments, nor the presence or absence of any employees of the Owner or Engineer during the execution of the work shall relieve the Contractor of any of its obligations to fulfill the contract; nor shall prevent the rejection of the said work, materials, and equipment, in whole or in part, at any time, should said

work, materials or equipment be found by the Owner or Engineer to be defective or not in accordance with the requirements of the contract documents.

19. Schedule

Within ten days after the execution of the Contract, the Contractor shall deliver to the Engineer a schedule of delivery of materials and a construction progress schedule in a form satisfactory to the Engineer and showing the proposed dates of commencement and completion of each of the various subdivisions of work.

In conjunction with the construction schedule, the Contractor shall furnish the Engineer a schedule of anticipated monthly payments that will become due and at the same time furnish the Engineer with a detailed estimate giving a complete breakdown of the value of items of work to be paid for in lump sums for the purpose of making partial payments thereon. The values employed in making up any of these schedules are subject to acceptance by the Engineer and will be used only for determining the basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the contract price.

20. Shop Drawings

The Contractor shall provide shop drawings as may be necessary for the prosecution of the Work as required by the Contract documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract documents shall be evidenced by a Change Order.

When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract documents.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

21. Line And Grade

The Contractor shall employ a competent surveyor satisfactory to the Owner and the Engineer to lay out the work from the bench marks, grades, dimensions, points, and lines noted on the working drawings, established at the site, or supplied by the Engineer. All work of every description shall be laid out and checked by the Contractor, who will be held solely responsible for its correctness. All expenses in connection with this work shall be paid for by the Contractor. The maximum allowable interval for construction batter boards on sewers and pipe lines will be twenty-five (25) feet for grades under 1.00 per cent and fifty (50) feet for grades of 1.00 per cent and over. The work may be checked by the Engineer; and, in the event of discrepancy, the Engineer's decision shall be final.

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No special compensation will be made to the Contractor to defray costs of any of the work or delays occasioned by making surveys and measurements, tests, or inspections. Such costs shall be considered as having been included in the price stipulated for the several items of the work to be done under this contract.

22. Use Of Completed Portions

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired. Such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation or extension of time or both as the Engineer may determine.

23. Water

The cost of all water for construction and testing purposes, as well as the expense of having the water conveyed to and about the work, must be borne by the Contractor. The cost of this work shall be considered as having been included in the unit or lump sum prices stipulated for the several items or work to be done under this contract.

Unless otherwise specifically permitted by the Engineer, all water used for construction purposes shall be obtained from the public water supply main. Contractor shall use temporary or permanent water meters to measure all of the water it uses. Meters shall be provided as outlined in the Tarpon Springs Municipal Code. Water shall be purchased at prevailing City rates.

24. Subcontractors

Within ten (10) days after the award of each and every Subcontract, the Contractor shall deliver to the Engineer a statement setting forth the name and address of the Subcontractor and a summary description of the work contracted.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall not award more than thirty (30) percent of the Contract price to any Subcontractor or group of Subcontractors without the prior written approval of the Engineer.

Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the Owner.

25. Cooperation With Others

The Contractor will cooperate with City crews or others who may be engaged in authorized work prior to final completion of the project.

26. Supervision By Contractor

The Contractor will supervise and direct the Work and be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the Work a qualified Supervisor or Superintendent, who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor, and all communications given to the Supervisor shall be as binding as if given to the Contractor.

27. Area For Work And Access Thereto

The Owner will furnish and define the limits of adequate land for access to the construction site and for the site proper. All information shown on the plans constitutes the extent of land provided by the Owner. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.

As the work progresses, the Contractor shall keep the site clear of rubbish, trash, waste, and other disposable materials. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Owner.

Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Engineer and shall be built with labor and materials furnished by the Contractor without expense to the Owner. Such temporary buildings and utilities shall remain the property of the Contractor and will be removed by Contractor at Contractor's expense upon the completion of the work. With the written consent of the Engineer, such buildings and utilities may be abandoned and need not be removed.

28. Storage Of Material

Materials shall be so placed as to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use shall not be used in the work and shall be removed from the site.

29. Material Safety Data Sheets Requirement

If any chemicals or materials or products containing toxic substances, as defined by Chapter 442, Florida Statutes, are to be used at any time during this Contract pursuant to completion of this Contract; the Contractor shall furnish Material Safety Data Sheets to the Engineer prior to commencing such use.

30. Convict Labor

In connection with the performance of work under this Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment.

31. Monuments And Landmarks

Monuments or landmarks shall not be molested or removed by the Contractor or any of its employees without the written consent of the Engineer. Any monument or landmark so removed will be replaced by the Engineer at the expense of the Contractor.

32. Sanitary Facilities

The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed on the work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced.

33. Use Of Explosives

No blasting shall be done except upon written approval by the Owner and any other governmental agency or political subdivision having jurisdiction.

34. Protection Of Existing Structures, Utilities, Work, And Vegetation

Location of existing structures and utilities shown on the plans are approximate only. Any damage to existing structures or work of any kind or the interruption of a utility service resulting from failure to comply with the requirements of this contract caused by carelessness shall be repaired or restored promptly by or at the expense of the Contractor.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Engineer. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials, or tracking of grass areas by equipment.

Care will be taken by Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed with a clean cut and painted with an approved tree pruning compound if required by the Engineer. The Contractor will be liable for or may be required to replace or restore at its own expense all vegetation not protected and preserved as required herein that may be destroyed damaged.

35. Work On Saturdays, Sundays, And Holidays

No work will be permitted on a Saturday, Sunday, or Holiday unless permission to work has been requested in writing by Contractor, and written approval has been granted by the Engineer. Holiday is defined as any Holiday listed in the City of Tarpon Springs Personnel Department Rules and Regulations.

Should the Contractor engage in the prosecution of the work on a Saturday, Sunday, or Holiday, having first been duly authorized to do so in accordance with

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the provisions stated above, the Contractor shall pay to the Owner as a reimbursement of additional costs incurred by the Owner in providing engineering, inspection, or survey services on such days the sum of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) per day per Inspector for each Saturday, Sunday, or Holiday on which the Contractor engages in the prosecution of the work.

Payment to the Owner of such sums as may become payable under the provisions of this Article shall be made by identifying the said sums as a credit item on the Contractor's pay estimate for the period during which the liability for the sums shall have been incurred. The credit item shall show the total number of man-days applicable above, times the corresponding sum.

36. Delays

The Owner may grant an extension of time for the completion of the work provided:

(1) the delay of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; including, but not restricted to, Acts of God, acts of the public enemy, acts of the Owner or other governmental entity acting in its official or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, trade embargoes, unusually severe weather, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and such Subcontractors or suppliers; and

(2) the Contractor within forty-eight (48) hours from the beginning of any such delay notifies the Engineer in writing of the cause of the delay. The Engineer shall ascertain the facts and the extent of the delay and recommend to the Board the extension of time needed for completing the work when, in the Engineer's judgment, the findings of fact justify such an extension. The Engineer's findings shall be final and conclusive.

Extensions of time will not be granted for delays caused by inadequate construction force or for the failure of the Contractor to timely order equipment or materials. No claim shall be made for acceleration caused by delays, notwithstanding the fact that the job may be completed within the contract period.

37. Clean-Up

As the work progresses and as the Engineer may direct, the Contractor shall remove from the site and dispose of debris and waste material. Particular attention shall be given to minimizing any fire hazard from combustibles as may be used in connection with the work.

Upon failure of the Contractor to keep the sites of its operations clean to the satisfaction of the Engineer, the Owner may upon twenty-four (24) hours' notice to the Contractor remove any rubbish, materials, earth, etc., which the Engineer may deem necessary. The cost thereof will be charged to the Contractor, and the amount may be deducted from any money that may be due the Contractor.

On or before the date of the final estimate for the work, the Contractor shall tear down and remove all temporary structures that it built; shall remove all

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construction plant that it used; shall repair and replace all parts of existing embankments, fences, sidewalks, shrubbery, or structures which were removed or injured by the Contractor's operations or by Contractor's employees; shall thoroughly clean out all sewer, drains, pipes, manholes, and miscellaneous structures; and shall remove all rubbish and leave the grounds, thoroughfares, and rights-of-way in a neat condition satisfactory to the Engineer.

38. Defective Work Or Materials

If at any time any materials or workmanship should be discovered which do not comply with the plans, specifications, and contract drawings; such defective work and material shall immediately be removed or corrected by the Contractor when notified to do so by the Engineer. Such defects shall be replaced or corrected at the Contractor's expense. Any work or materials condemned by the Engineer as unsuitable or improperly done shall be removed and repaired or otherwise remedied as the Engineer may require.

If the Contractor shall neglect or refuse to remove or replace defective work or materials within seven (7) days from the date of the notice from the Engineer to do so, then the Owner may remove or cause the same to be removed and satisfactorily replaced by contract or otherwise, as Owner may deem expedient. Owner may and is empowered to charge the expense thereof to the Contractor. If moneys due to the Contractor are not sufficient to deduct the expenses that become due under this agreement, then the additional moneys shall be furnished by the Contractor. If the Contractor refuses or neglects to provide the necessary moneys, they shall be provided by his Surety.

39. Change Orders And Time Extensions

Without invalidating the contract, the Owner may at any time, by written order and without preliminary notice to the surety, order extra work within the general scope or alter the work by addition or deduction; and the contract price will be adjusted accordingly.

The value of such extra work or change shall be determined by contract unit prices, if applicable unit prices are set forth in the Contract. The amount of the change shall be computed from such prices and added to or deducted from the Contract price.

If applicable unit prices are not in the contract, the value of such extra work or change shall be determined by negotiation. The Owner and Contractor may negotiate a change order to the contract at mutually satisfactory unit prices or lump sum for the extra work, addition, or deletion ordered. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct jobsite overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format and with such content and detail as the Owner or the Engineer requires.

Except for emergencies described below, in no case shall any extra work be paid which has not been previously authorized by a change order approved by Owner's Board of Commissioners. Payment by such change order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the work authorized by such change order. However, in cases of emergency likely to cause personal injury or property damage, Contractor may rely upon written authorization from the Owner's City Manager or City Engineer.

If Contractor experiences unforeseen conditions which, in Contractor's opinion, require additional work, Contractor shall have fifteen (15) days from date thereof to notify Owner's City Manager in writing of that condition. Furthermore, Contractor shall have thirty (30) days from the date of such notification to the City Manager to submit a change order to Engineer. That request shall detail such conditions and the costs of all labor and materials incidental thereto. Failure to comply with such notification shall be cause to waive Contractor's right to compensation for such delinquent change order. However, in cases of emergency likely to cause personal injury or property damage, Contractor may rely upon written authorization from the Owner's City Manager or City Engineer.

40. Operation And Maintenance Instructions

The Contractor shall furnish to the Owner two (2) sets of brochures containing spare parts data and operating and maintenance instructions on all equipment incorporated into the work. Copies of all manufacturers' guarantees and warranties shall also be furnished by the Contractor to the Owner. Final payment will not be made until this material is received by the City.

41. Guaranty

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of acceptance of the completed work. The Contractor warrants and guarantees for a period of one (1) year from said date that the completed work is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. Contractor agrees that in the event Owner shall make such repairs adjustments, or other work; Contractor shall be responsible to Owner for all costs incurred; and no claim shall be made by Contractor that such repairs, adjustments, or other work could have been done at a lesser cost. It is the intent of the parties that the damages which may be collected from Contractor be the actual cost incurred by Owner. The Performance Payment shall remain in full force and effect through the guarantee period. In addition, Contractor warrants and guarantees that the completed work is free from all latent defects due to either faulty materials or workmanship, which are not discovered within one (1) year from the date of Substantial Completion.

42. Payment To Contractor

At least fifteen (15) calendar days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data satisfactory to the Owner as will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. Within fifteen (15) calendar days after receipt of each partial payment estimate, the Engineer will either approve payment in writing and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. Within thirty (30) days of presentation to the Owner of an approved partial payment estimate, the Owner will pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the Contract documents.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site, upon receipt of Contractor's proof of ownership.

Prior to Substantial Completion, with the approval of the Engineer and the concurrence of the Contractor, the Owner may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The Owner shall have the right to enter the premises for the purpose of doing work or having work done by other contractors not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work, except such as may be caused by employees of the Owner.

Upon completion of the work, the Engineer shall attach a certificate to the final payment request certifying that the work has been accepted by the Engineer under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.

43. Acceptance And Final Payments

Semi-final Inspection - The Engineer will make a semi-final inspection after notice from the Contractor of presumptive completion of the entire project. At the semi-

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final inspection, if all construction provided for and contemplated by the contract is found completed to the Engineer's satisfaction, such inspection shall constitute the final inspection, as prescribed below. If, however, at any semi-final inspection, any work is found unsatisfactory, in whole or in part, the Engineer shall give the Contractor the necessary instructions as to replacement of material and performance or re-performance of work necessary and prerequisite to final completion and acceptance, and the Contractor forthwith shall comply with and execute such instructions. Upon satisfactory replacement of material and performance or re-performance of such work, another inspection shall be made.

Final Inspection- Whenever all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the Engineer will make the final inspection.

Maintenance of Work - The Contractor shall maintain all work in first-class condition until it has been completed as a whole and has been accepted by the Board of Commissioners.

Final Acceptance - When, upon completion of the final construction inspection, the work is found to be completed satisfactorily; the Engineer shall prepare a final estimate. Whenever the work provided for under the Contract has been completely performed by the Contractor, and the final inspection has been made by the Engineer, a final estimate showing the value of the work will be prepared by the Engineer as soon as the necessary measurements and computations can be made. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under the provisions of the contract, will be paid to the Contractor as soon as practicable after the Contractor has furnished a sworn Affidavit to the effect that all bills are paid and no suits are pending, and after the Contractor has agreed in writing to accept the balance due, as determined by the Owner, as full settlement of the Contractor's account under contract and of all claims in connection therewith.

By completion of its portion of the affidavit and surety release subsequent to the Contractor's completion of the Contractor's portion, the surety on the contract bond consents to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.

Termination of Contractor's Responsibility - The Contract will be considered complete when all work has been completed and has been accepted by the Board of Commissioners. The Contractor will then be released from further obligation except as set forth in the Contractor's bond and elsewhere in this article.

Recovery Rights, Subsequent to Final Payment - The Owner reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.

44. Testing

The Contractor shall retain a certified testing and soils laboratory and Florida Registered Professional Engineer qualified and competent to perform and supervise all tests as outlined elsewhere in the Contract Documents. All testing shall be paid for by the Contractor and the costs associated with testing will be a part of the various items bid which require such testing in this contract. Copies of all test results and explanations when necessary will be furnished directly to the Engineer by the Florida Registered Professional Engineer in charge of the testing. In addition to or in the absence of any specific testing requirements, the Minimum Testing Frequency Requirements as prepared by the Pinellas County Department of Public Works and Utilities (Approved December 20, 1983) shall be adhered to.

45. Brick Pavers

The Owner has reserved the right to ownership to any paving brick unearthed on City property, regardless of who has unearthed the bricks.

Upon discovery of any brick the Contractor shall notify the Owner's representative immediately, who shall then make a determination on a case by case basis on whether the bricks will be re-used on that or any other project based upon the brick condition. If the bricks are not to be re-used on the project, they will be disposed of according to City Policy or, at the direction of the Engineer, delivered to the City storage yard.

Under no circumstances shall the Contractor re-use, reject, or make any other arrangements to dispose of the bricks without the consent of the Engineer.

PART C

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION SERVICES

1. General Information

The construction work called for within this bid package involves work for the City of Tarpon Springs as Owner. Firms submitting bids on this project ("Bidders") are cautioned to carefully follow the instructions of this section so as to help ensure that their bids are responsive to the requirements as presented herein.

2. Completeness of Bid Package

The physical makeup and content of the Bid Documents are designed to be complete for the preparation and submittal of Bids. However, the Bidder shall verify to its own satisfaction that all material issued him including Addenda, is complete. Should the Bidder discover that a page, sheet, or other item is missing, he shall so notify the City and the missing item(s) will be posted on DemandStar/Onvia (www.demandstar.com). After bids have been submitted, no claims of ignorance of the requirements of bidding or of construction, due to such missing material, including Addenda, will be recognized.

3. Bidder's Responsibility to the Project

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has or will comply with all provisions of the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the performance of the Work, and that the Bidder has thoroughly reviewed the Plans and Specifications and has included all required labor and material in his bid.

4. Conflicts in the Documents

Should any particular requirement in the Plans and/or Specifications for the Project appear to a Bidder to be in disagreement with other requirements in the Bid Documents, or if a Bidder is unsure of the intent or meaning of any particular requirement of the Bid Documents, the Bidder shall immediately notify the City. If such notifications are received by the City seven (7) days prior to the Bid Opening, the City will, if deemed by the City to be warranted, issue a written clarification or an Addendum through DemandStar/Onvia.

5. Agreement Completion Time

The City of Tarpon Springs will require that work under this Agreement be completed within the time limit stipulated in the Agreement, and Bidders must give consideration to this requirement when submitting Bids. If a Bidder is of the opinion that more time should be allowed for accomplishing the Work, a request for such extra time may be made in writing to the City's Procurement Services Department. For consideration, said request must be in possession of the City's Procurement Services Department not later than seven (7) days prior to the date of Bid opening. If the Procurement

Services Director deems it to be in the best interest of the City to revise the time requirement, an Addendum will be issued through DemandStar/Onvia.

6. Bid Guarantee

A bid guarantee in the amount of five percent (5%) of the bid amount shall be submitted with each bid. The Bidder may submit a bid guarantee in a form satisfactory to the City, with a surety company qualified to do business in the State of Florida and conditioned upon faithful performance by the principals of the agreements contained in the bid. In lieu of a bid bond, the Bidder may submit an irrevocable letter of credit, certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company payable to the City of Tarpon Springs (personal or company checks will not be accepted).

The bid deposit shall be paid into the funds of the City of Tarpon Springs, Florida, as liquidated damages if the Bidder fails to execute the written Agreement and furnish the required Agreement security bond within 10 consecutive calendar days following written notice of the award of the Agreement.

The certified check, treasurer or cashier check of the Unsuccessful Bidders will be returned to the parties submitting same after the execution of an Agreement, or in the event that all the bids are rejected.

7. Performance & Payment Bonds

The Successful Bidder and/or equipment supplier shall furnish a Performance Bond and a Payment Bond executed by a surety company duly authorized to do business in the State of Florida, which shall be counter-signed by an agent for the company, resident in the State of Florida. The amount of the bonds shall be equal to one hundred percent (100%) of the estimated Agreement price, as security for the faithful performance of this Agreement and as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement. The surety shall have a rating classification of "A-" and a financial category of Class IV as evaluated in the current Best's Key Rating Guide, Property Liability. In lieu of a Performance and Payment Bond, the Bidder may submit an irrevocable letter of credit, certified check, treasurer's or cashier's check issued by a responsible bank or trust company payable to the City of Tarpon Springs (personal or company checks will not be accepted).

8. Delivery of Bids

Each Bid shall be submitted electronically through Demandstar.com and clearly identified with the bid number, bid description and bid opening date and time. Bids received after the time and date specified will not be considered.

9. Bid Forms

Bids shall be made upon the forms supplied by the Procurement Services Department, City of Tarpon Springs, Florida. Each Bidder must state in their Bid the price for which they will perform the Work as required by the Plans and Specifications.

10. Signatures on Bids

Each Bidder shall sign their Bid with a full name and address at all locations as indicated. In cases where a firm or corporation submits a Bid, the Bid shall be signed with the full name of one member of the firm, or by the name of the officer or officers authorized by its by-laws.

11. Basis of Bid Prices

The Plans and these Specifications, together with any modifications of either or both, which are furnished to prospective Bidders during the advertising period, shall become the basis of the Agreement.

Unless otherwise provided in the Bid Documents, the Successful Bidder shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work including the costs incurred by the Bidder in complying with all the provisions and requirements of these Bid Documents.

Each unit price will be deemed to include an amount considered by the Bidder to be adequate to cover the Bidder's overhead and profit for each separately identified item.

12. Bid Preparation

Bids shall be legibly written in ink or typed. All applicable pages of the Bid shall be completed.

All prices for lump sum or unit price work shall be given in numerals. For unit price items, Bidders shall fill in the unit price bid for each item, and shall also make an extension based on the estimated quantities. Bid prices shall be entered on the Bid for all items, unless directed otherwise on the Bid.

Failure to complete the bid price of the Bid will render the Bid non-responsive.

13. Addenda

If, in the judgment of the Procurement Services Director, an Addendum is required to modify, add to, or delete from the contents of the Plans and/or Specifications, a copy of such will be issued through DemandStar/Onvia. All Addenda shall become part of the Bid Documents. No other interpretations or clarifications issued prior to the Bid Opening shall have legal effect.

Acknowledgment of receipt of all Addenda shall be noted on the Contractor's Bid Form.

The sole obligation of the Procurement Services Director with respect to distribution of Bidder shall bear the responsibility to satisfy themselves prior to submitting the

Bid, and Addenda is to ensure that the Addenda is issued through DemandStar/Onvia. Each that the Bid is responsive to all Addenda issued. Failure to receive or acknowledge any Addenda shall not release the Bidder from all obligations contained in such Addendum.

14. Bid for Alternates

To be responsive, all Bids shall include Bids for all Alternates. Unless otherwise specified, any Bid which does not include the Base Bid plus each and every Alternate may be rejected as being non-responsive.

Alternate Bids provide for additional work (under Additive Alternates) or less work (under Deductive Alternates) than included in the Base Bid. Bidders shall complete and submit costs for every item of each Alternate unless otherwise specified. The City may select any combination or reject any or all Alternate Bids as best serves the interest of the City.

15. Period Bid Remains in Effect

Bids for the Work covered by this Agreement may be held by the City for a period of ninety (90) days after Bid Submittal Deadline. The Bids shall continue in full effect and not be subject to withdrawal during that period until an Agreement has been executed with the Successful Bidder. If no Agreement has been executed within the ninety (90) day period, any Bid may be withdrawn or nullified by the Bidder. Bids may be deemed to be confirmed and extended in time for as long as permitted by the Bidder thereof.

16. Familiarity with Site Conditions

It shall be the responsibility of the Bidder to examine the site of the proposed work. Before submitting a Bid, Bidders shall inform themselves fully of the conditions relating to the cost of construction materials and labor under which the Work will be prosecuted, and shall make whatever site investigations or site tests they deem necessary. Should this Bid be accepted, Bidder will be responsible for any and all errors in its Bid resulting from its failure to do so.

17. Extent and Locations of Subsurface Conditions

The Plans show the existing surface and other underground structures likely to affect the prosecution of the Work insofar as they have been determined, but the information shown is not guaranteed as being correct and/or complete. Bidders are expected to examine the Plans, and the location of the Work upon the ground, and consult various utility companies if deemed necessary, in order to judge for themselves the potential circumstances affecting the cost of the Work or the time required for its completion.

18. Bid Opening

Bids received prior to the Submittal Deadline will be securely kept unopened until the specified time, at which time all Bids will be publicly opened and read aloud. The City cannot be held responsible for the premature opening of any Bid not properly marked

as required in the Invitation for Bids.

19. Correction of Mathematical Errors

Where there is conflict between the unit bid price and the extension thereof made by the Bidder, the Procurement Services Director is authorized to use his discretion in determining whether the unit prices or the extended amounts were intended and to make the corrections in the Bid as necessary and to use such corrections in comparing Bids. Any such determination of the Procurement Services Director is final.

20. Acceptance or Rejection of the Bids

The City of Tarpon Springs reserves the right to accept or reject any or all Bids. Any Bid which is incomplete, conditional, obscure, or contains irregularities of any kind, may, at the City's discretion be considered irregular and may be cause for rejection of the Bid. Acceptance of the Bid will not constitute acceptance or approval of equipment and/or materials, and their acceptance for use in the Project will be based upon Shop Drawings and other submittals. Failure to meet these requirements will render the Bid non-responsive.

21. Qualification of Bidders

A Bidder may be required, before the award of any Agreement, to show to the complete satisfaction of the City that they have the necessary facilities, equipment, ability, experience, financial resources and special qualifications to perform the Work in a satisfactory manner within the time specified. No Agreement will be awarded except to qualified responsible Bidders capable of performing the class of work contemplated. Bidders shall possess a City, County or State approved certification to perform the Work required by these documents. The Bidder and its Subcontractors may be requested to submit evidence of certification prior to bid award or during the period of the Agreement.

22. Disqualification of Bidders

Each Bidder, by submitting its Bid, states that neither it nor its agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, to any person, firm, corporation, or employee of the City any money or valuable consideration for assistance in procuring or attempting to procure the Agreement herein referred to, and further agrees that no such money or reward will be hereafter paid.

A Bid will be rejected if: the Bidder's references do not confirm that the Bidder can perform the Work required; the Bidder does not have adequate resources; or the Bidder does not possess the required experience.

Any or all Bids will be rejected if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future Bids for the City.

23. Right to Waive Informalities

The City reserves the right to waive any and all informalities or irregularities, or to clarify Agreement terms with the lowest responsible Bidder, and to disregard all nonconforming, non-responsive, or conditional Bids, if such a waiver is in the best interest of the City.

24. Factors Influencing Award

If an Agreement is awarded, it will be awarded to the lowest responsible and responsive Bidder whose evaluation by the City indicates that the award will be in the best interests of the Project.

In the determination of the lowest responsive and responsible Bidder, the City reserves the right to take into account and give reasonable weight to:

- (a) the Bidder's past performance in the completion of other City or other governmental Agreements;
- (b) the probability of the Agreement being carried to successful completion, within the time specified, by the methods and with the equipment the Bidder proposes to use;
- (c) default under previous Agreements.

25. Recommendation of Award

Upon review and consideration of the above factors by the Procurement Services Director, the funding agency, and the Design Professional, a recommendation for Board of Commissioners award will be made by the Procurement Services Director.

26. Award of Agreement

Agreements will be awarded to the lowest responsible, **responsive and qualified** Bidder. The criteria to determine the lowest responsible, responsive and qualified Bidder shall include:

- a. Price,
- b. Compliance with specifications,
- c. Financial ability to perform the Agreement,
- d. Integrity, trustworthiness and honesty,
- e. Skill, judgment and experience,
- f. Promptness - whether the Agreement can be performed within the required time, or without delay.
- g. Performance of previous satisfactory work, including the fulfillment of warranties,
- h. Availability of the necessary facilities and equipment to perform the work,
- i. Special factors, such as compliance with laws and ordinances relating to the Agreement.

In awarding any Agreement, the Board of Commissioners may reject any bid determined by the Board of Commissioners not to be the City's best bid.

27. Prior Approval of Subcontractors

No part of the Agreement shall be sublet without the approval of the City. If the

Successful Bidder should subcontract any part of this Agreement, the Bidder shall be as fully responsible to the City for acts and omissions of its Subcontractor and of the persons either directly or indirectly employed by its Subcontractor, as Bidder is for the acts and omissions of persons directly employed by it.

28. Assignment of Agreement

It is a requirement of this Agreement that the Successful Bidder must perform at least 30 percent (30%) of the Work called for under this Agreement with the Bidder's own forces. It is also required that Subcontractors utilized under this Agreement must perform at least 20 percent (20%) of the Work subcontracted to them with their own forces. Prior to final payment for the Work, the Bidder will be required to furnish an affidavit substantiating the above.

The term "own work force" shall be construed to include only workmen employed and paid directly by the Bidder and equipment owned or rented by the Bidder with or without operators. Such term does not include employees or equipment of a Subcontractor, assignee, or agent of the Bidder. An assignment of Agreement work is considered synonymous with a subcontract to perform work.

All Subcontractors shall be responsible for performing in accordance with the Bid and shall be licensed or certified by the City or County to perform the Work assigned.

29. Public Records Requirements

All bids submitted to the City are subject to become public records and public disclosure pursuant to Chapter 119, Florida Statutes. Bids may not be returned to the bidder.

30. Default of Contract

In case of default by the bidder or contractor, the City may procure the services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.

31. Attorney's Fee

In any civil, administrative, bankruptcy, or other proceeding concerning the interpretation, performance or enforcement of this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

32. Governing Law and Venue

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.

33. Conflict of Interest

Bidders, by acceptance of this order, certify that to the best of their knowledge or belief, no elected or appointed official or employee of the City of Tarpon Springs is financially interested directly or indirectly, in the purchase of services specified in this ITB.

34. Order of Precedence

For purposes of this paragraph, the Contract Documents consist of: 1) this Agreement (including the general terms and conditions, special terms and conditions (if any), engineered plans and drawings, and any other attachments and exhibits thereto), 2) the City's Invitation to Bid (including any attachments or addenda thereto), 3) any addenda issued pursuant to the Invitation to Bid, 4) the Contractor's Bid. In the event there is an irreconcilable conflict between any of the Contract Documents, the earlier referenced document shall take precedence over the later-referenced document.

35. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Agreement to provide any goods or services to a public entity, may not submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, subcontractor, or consultant under an Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

36. Hold Harmless

Parties recognize that the Contractor is an independent contractor. The Contractor agrees to indemnify, hold harmless, and defend City of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage caused by the negligent or deliberate act or omission of the Contractors, its agents, officers, subcontractors, employees, sub-contractors, material-men and independent contractors. This includes claims made by the employees of the Contractor against the procuring Agency and Contractor hereby waives its entitlement, if any, to immunity under section 440.11, Florida Statutes. This shall not be construed as a waiver of any

immunity City may have under the Doctrine of Sovereign Immunity or of 768.28, Florida Statutes

37. Drug-Free Workplace

Preference shall be given to businesses with drug-free workplace programs in accordance with Section 287.087, Florida Statutes. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied bidders have a drug-free workplace program.

38. Vendor Registration

Prior to award of an agreement resulting from this solicitation, successful bidder shall be registered with the Florida Division of Corporations (www.dos.state.fl.us/startbus/register.html) to do business in the state of Florida and as a vendor with the City of Tarpon Springs.

39. Disputes and Complaints

All complaints or grievances shall be in accordance with the City of Tarpon Springs Ordinance No. 2008-15.

40. Public Records

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701 , and shall include this section in its contracts with qualifying subcontractors performing services under this contract. Pursuant to that statute, the Contractor shall:

(a) Keep and maintain public records required by the Town to perform the services provided hereunder.

(b) Upon request from the City's custodian of public records, provide the City 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.

(d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

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:

**CITY CLERK
410 NORTH RING AVENUE
TARPON SPRINGS, FL 34689
727-942-5614
CITYCLERK1@CTSFL.US**

41. Compliance with Labor and Immigration Laws

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

Immigration Compliance; E-Verify. Contractor 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 Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor 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 City. Pursuant to Florida Statutes § 448.095(2), beginning January 1st, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor 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 Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor 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) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor 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) City 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.

42. Prohibition Against Considering Social, Political Or Ideological Interests In Government Contracting -- F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

PART D

BID FORMS

Submittal Checklist

IMPORTANT

BID DOCUMENTS TO BE RETURNED

The **following forms must be completed and submitted** with your bid:

_____	Bid Form
_____	Bid Schedule
_____	Bid Bond
_____	Reference Form
_____	Drug Free Workplace Form
_____	No-Collusion Affidavit
_____	Lobbying Certification
_____	Conflict of Interest Form
_____	Certified Resolution
_____	Truth-In-Negotiation Certificate
_____	Certification Regarding Debarment, Suspension, and Other Responsibility Matters

BID FORM

BID No. 240057-B-JL

BAYSHORE SEPTIC TO SEWER PROJECT (Re-Bid)

BIDDER _____

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City of Tarpon Springs to perform and furnish all Work as specified and in accordance with the other terms and conditions of the Contract Documents.

The bidder warrants that prices, terms and conditions quoted in their bid will be firm and irrevocable for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the ITB. Such prices will remain firm for the period of performance of resulting purchase orders or contracts which are to be performed over a period of time.

1. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
 - c. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
 - e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted.
 - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or

g. The Contractor agrees to maintain the below bid prices for the entire contract period and no escalation of bid prices will be allowed throughout the entire contract period.

- TOTAL BASE BID CONTRACT PRICE:** _____
 _____ (Words) _____ (\$ _____) _____
 _____ (Numbers)

Bid Bond

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name and Address of Company)

(hereinafter called "Principal") and _____(hereinafter called "Surety") are held and firmly bound unto the City of Tarpon Springs, Florida (hereinafter called "City") in the sum of:

_____ Dollars (\$_____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal": contemplates submitting or has submitted a Bid to the City of Tarpon Springs, Florida, for

Bayshore Septic to Sewer Project (Re-Bid)

Bid No. 240057-B-JL

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the contract, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Performance & Payment Bond in an amount equal to one hundred percent (100%) of the bid for the performance of said contract, within ten (10) consecutive calendar days after written Notice of Award of the contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid and the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written Notice of Award, enter into a written contract with the City of Tarpon Springs, Florida, and furnish a Performance & Payment Bond in an amount equal to one hundred percent (100%) of the Bid, satisfactory to the City of Tarpon Springs, Florida, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of Tarpon Springs, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said City of Tarpon Springs, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said "Principal."

IN WITNESS THEREOF, the said

(Name of Company)

as "Principal" herein, has caused these presents to be signed in its name by its _____ under its corporate seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____ under its corporate seal, the _____ day of _____, 202__.

NAME OF COMPANY: _____

By: _____
(Signature)

(Please Print or Type Name)

(Title)

SEAL

ATTEST: _____
(Signature)

Surety Name

Attorney-in-Fact

VENDOR REFERENCES

The following information is required in order that your bid may be reviewed and properly evaluated.

Company Name: _____

Length Of Time Company Has Been In Business: _____

Business

Address: _____

How Long In Present

Location: _____

Telephone Number: _____

Email Contact: _____

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES WHICH ARE SIMILAR IN SIZE & SCOPE TO THIS PROJECT:

1. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email/Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
2. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email/Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
3. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email/Phone Number:	

Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
4. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email/Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	
5. Project/Contract Name:	
Dollar Value:	
Contact Name:	
Email/Phone Number:	
Agency/Company Name:	
Address:	
Date completed/or if in Progress:	

DRUG FREE WORKPLACE FORM

PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS UNDER SECTION 287.087, FLORIDA STATUTES.

1. This statement is submitted with the attached Bid.
2. Preference shall be given to businesses with drug-free workplace programs.
Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
 - a. 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 violating the prohibition.
 - b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (A).
 - d. In the statement specified in subsection (A), 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, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
 - e. 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.
 - f. 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.

Printed Name and Title: _____

Authorized Signature: _____

NO-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn deposes and says that:

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____ Type of identification produced _____

Notary Public (Signature)

My Commission Expires: _____

LOBBYING CERTIFICATION

“The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council, Member of Congress in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.

By: _____
Signature

Witness

(Printed Name)

(Title)

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

☐ I am an employee, public officer or advisory board member of the City
_____**(List Position Or Board)**

☐ I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

☐ None of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☐ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME:_____

NAME (PER AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE:_____ **DATE:**_____

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)", the duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tarpon Springs and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tarpon Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this ____ day of _____, 20__.

(SEAL) By: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tarpon Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: _____

Title: _____

Date: _____

Signature: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Tarpon Springs.

The Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Tarpon Springs. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Tarpon Springs, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company (Bidder) Name

Tax ID Number

DUNS Number

Authorized Representative Name

Authorized Representative Signature

CAGE Code issued through www.sam.gov
Identification Number
(If Social Security number
DO NOT enter)

PART E

INSURANCE REQUIREMENTS

REQUIRED USE OF AMERICAN IRON, STEEL, MANUFACTURED PRODUCTS, AND CONSTRUCTION MATERIALS

PERFORMANCE & PAYMENT BONDS

MINIMUM INSURANCE REQUIREMENTS

Contractor shall carry the following minimum types and amounts of insurance at its own expense, for the contract period:

- A. Prior to the time Contractor is entitled to commence any part of the project, work, or services under this contract, Contractor shall procure, pay for, and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to Procurement Services for the City of Tarpon Springs of a Certificate of Insurance executed on a standard ACORD form, listing all coverage and limits, expiration dates and terms of policies, and all endorsements whether or not required by the City. The insurance requirements shall remain in effect throughout the term of this Contract, or any Contract extension.
 - 1) Worker's Compensation limits as required by law; Employers' Liability Insurance of not less than \$1,000,000 for each accident.
 - 2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$1,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - 3) Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence basis, such insurance to include coverage for loading and unloading hazards.
 - 4) \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each Insurance Policy shall include the following conditions by endorsement to the policy:
 - 1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverage's or limits, a notice thereof shall be given to the City by certified mail to: City of Tarpon Springs, %Procurement Services, P.O. Box 5004, Tarpon Springs, Florida, 34688-5004. Contractor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against City for payment of premiums or assessments for any deductibles which all are at the sole assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - 3) The term "CITY" shall include all Authorities, Boards, Commissions, Divisions, Departments, and offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of the City.
 - 4) **City of Tarpon Springs shall be endorsed to the required policy or policies as an additional insured or additional named Insured.**
 - 5) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

REQUIRED USE OF AMERICAN IRON, STEEL, MANUFACTURED PRODUCTS, AND CONSTRUCTION MATERIALS

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials⁴⁴ are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials

required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [\[link to awarding agency web site with information on currently applicable general applicability waivers\]](#).

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴⁶—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Contractor's Payment and Performance Bond

**PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND**

Bond No. _____

By this bond, we _____, as Principal, whose principal address and phone number are _____, and _____, as Surety, whose principal address and phone number are _____, are bound to _____, herein called Owner, whose principal address and phone number are _____, in the sum of \$ _____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract ITB# 240057-B-JL-Bayshore Septic to Sewer Project (Re-Bid) dated, _____, 20__, between Principal and Owner, which contract was awarded pursuant to ITB #240057-B-JL, for construction of Bayshore Septic to Sewer Project, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

The project to be performed under the contract is for Bayshore Septic to Sewer Project Improvements.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON ____, ____.

(Name of Principal)

(Name of Surety)

By: _____
as Attorney in Fact for Surety

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary signature _____

Print or stamp name of Notary _____

Notary number:

My Commission Expires:

Pursuant to Florida Statutes § 255.05(1)(b), the Principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.



Board of Commissioners

Memorandum

Date: March 5, 2024
To: Mayor and Board of Commissioners
Through:
From:
Subject: Appointment to the Sustainability Committee

Recommendation

Background

Funding

Strategic Plan Objective



City of Tarpon Springs, Florida

City Clerk & Collector

P.O. Box 5004
410 North Ring Avenue
Tarpon Springs, Florida 34688-5004
(727) 942-5614
Fax (727) 942-5619

MEMORANDUM

BOC MEETING: MARCH 5, 2024

TO: HONORABLE MAYOR AND BOARD OF COMMISSIONERS

THROUGH: IRENE S. JACOBS, CMC, CITY CLERK & COLLECTOR *[Signature]*

FROM: K. MICHELE MANOUSOS, CMC, DEPUTY CITY CLERK & COLLECTOR *[Signature]*

SUBJECT: APPOINTMENTS – **SUSTAINABILITY COMMITTEE**

BACKGROUND: The Alternate two position has been vacant due to lack of applicants, which we now have an applicant interested in this committee.

BOARD ACTION: Appoint _____* to fill the Alternate #2 position, this term would expire September 30, 2027.

***Please select from the list of applicant below:**

Current Board Applicants						
Applicant's Choice of Board						
Application Date	Name	1st Choice	2nd Choice	3rd Choice	4th choice	CITIZENS ACADEMY Attendee
1/30/24	Pelagia (Peggy) Varvaris	Sustainability				

SUSTAINABILITY COMMITTEE MEMBERS

NAME	TERM	BOC	TERM DATE	CONTACT INFORMATION
DORY LARSEN	2	11/8/2022	9/30/2025	1846 LEXINGTON PL
	1	8/27/2019	9/30/2022	H: 727.938.3177
				C: 727.410.4804
				dory.larsen@gmail.com
TAYLOR G. MANDALOU	2	9/14/2021	9/30/2024	504 WHITE OAK DR
	1	8/27/2019	9/30/2021	C: 727.492.8757
				t24129@gmail.com
DENISE MANNINO	2	9/14/2022	9/30/2024	470 CYPRESS ST
	1	8/27/2019	9/30/2021	C: 206.351.3507
				manninoarts@icloud.com
ROBIN SAENGER	3	1/7/2023	9/30/2024	1630 LONESOME PINE LN
Alternate #1	2	9/14/2021	9/30/2024	H: 727.934.2379
Alternate #1	1	8/27/2019	9/30/2021	robinsaenger@hotmail.com
CAROL MICKETT	2	11/8/2022	9/30/2025	735 CHESAPEAKE DR
Alternate #2	1	11/17/2020	9/30/2023	C: 727-642-9897
				mickettstackhouse@gmail.com
SIOBHAN A. NEHIN	1	11/7/2023	9/30/2026	726 Charlotte Avenue
Alternate #1				727-452-5107
				snehin@mac.com
Alternate #2 - VACANT				

Updated: 11/16/2023

Michele Manousos

From: City Clerk
Sent: Wednesday, January 31, 2024 4:34 PM
To: Michele Manousos
Subject: FW: Advisory Board Application
Attachments: Advisory-Board-Application-VARVARIS.pdf

Please acknowledge

From: Peggy V <peggy.cmyk@gmail.com>
Sent: Wednesday, January 31, 2024 12:16 PM
To: City Clerk Department <cityclerkdept@ctsfl.us>
Subject: Advisory Board Application

This Message Is From an Untrusted Sender

You have not previously corresponded with this sender.

I am interested in joining the Sustainability Advisory Committee. Please see my attached application and copy of my Driver's License.

Thank you,
Peggy Varvaris



Application for Service on a City Committee or Board

Citizens Academy Graduate: _____

NAME: Pelagia Peggy Varvaris

ADDRESS: 730 Arthurs Court, Tarpon Springs, FL 34689

HOME PHONE: _____ BUSINESS/CELL PHONE: 917 748-9453

DATE OF BIRTH: 10/04/1974 EMAIL ADDRESS: peggy.cmyk@gmail.com

DRIVERS LICENSE: Please attach a copy of your Drivers License with this application
(City Clerk's Office will retain copy only)

ARE YOU A CITY RESIDENT? YES: ☒ NO: ☐

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 1 year 8 months

LIST PERSONAL REFERENCES:

TELEPHONE NUMBERS:

1	Tommy Kiger	772 532-0739
2	Stephanie Bruckner	646 309-5637

(PLEASE NOTE: All applicants may be subject to a background check. Also, if appointed to certain boards you will be required to complete and file a Financial Disclosure Form, per Florida Statute)

LIST THREE BOARDS YOU ARE INTERESTED IN SERVING ON, AND REASONS WHY YOU ARE INTERESTED IN PARTICIPATING ON THESE BOARDS: (List in order of preference)

1 BOARD: Sustainability Advisory Committee INTEREST LEVEL: High

2 BOARD: _____ INTEREST LEVEL: _____

3 BOARD: _____ INTEREST LEVEL: _____

(Continued)

ARE YOU AVAILABLE TO ATTEND EACH MONTH ON A REGULAR BASIS OR ON AN EMERGENCY BASIS AS NEEDED? (See Attached List of Board Meeting Times)

YES: ☒ NO: ☐

EXPAND ON YOUR FORMAL EDUCATION/PROFESSIONAL BACKGROUND AND HOW IT RELATES TO THE WORK OF THE BOARD(S) YOU HAVE LISTED.

My education is art related. I was a graphic designer for a number of years at a record company where I worked with other departments to bring projects to fruition. Most recently I moved up through a real estate investment company from a receptionist position to an executive assistant for a lawyer and his eleven member team.

DETAIL YOUR EXPERIENCE WORKING WITHIN A COMMITTEE STRUCTURE:

~~I am currently a member of the St. Nicholas Cathedral Philoptochos in Tarpon Springs and I also do side work for the Holy Trinity Cathedral Philoptochos in NYC in a graphic design capacity. Philoptochos is a philanthropic organization that helps people in need. Each Philoptochos has many committees and in NYC I assisted various committees with their projects.~~

DETAIL YOUR EXPERIENCE IN ARTICULATING A COMPLEX THOUGHT IN A PUBLIC FORUM:

~~I have not had the opportunity to do so, but I have become much more comfortable with public speaking through church. In NY I had to read the Epistle out loud in front of the whole congregation. This may seem small but it was challenging for me. My voice no longer wavers. Since moving to Florida I have become a Sunday School teacher to the prekindergarten class. You know how they say you should be able to explain something to a 3rd grader to prove you are proficient? Well, I am able to communicate Biblical lessons effectively with anyone, even a child in prekindergarten.~~

DO YOU SEE ANY REAL OR PERCEIVED CONFLICT OF INTEREST BETWEEN YOUR OCCUPATION/ BUSINESS INTEREST AND THE WORK OF THE BOARDS YOU HAVE LISTED?

YES: ☐ NO: ☒

IF YES, PLEASE EXPLAIN:

SIGNATURE:



DATE:

01/30/2024

Please return completed application to the City Clerk's Office:

Mailing Address:

or

Physical Address:

or

E-Mail Address:

City of Tarpon Springs

410 N. Ring Avenue

cityclerk1@ctsfl.us

Attn: City Clerk's Office

P.O. Box 5004

Tarpon Springs, FL 34688-5004



Board of Commissioners

Memorandum

Date: March 5, 2024
To: Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Renea Vincent, Planning Director
Subject: Ordinance 2024-02 Application #23-07 Amendment to the Land Development Code, Development Agreements (Legislative) **1st Reading**

Recommendation

Approve Ordinance 2024-02 Amending the Land Development Code reducing allowable length of term for a Development Agreement.

Background

This draft amendment was initiated by the Planning and Zoning Board. The ordinance reduces the maximum duration of a development agreement from ten (10) years to five (5) years and allows for one extension of a development agreement for one additional five-year period (or less), subject to a super majority vote of the Board of Commissioners. The Board of Commissioners reviewed the proposed amendment at the regular BOC meeting on February 6, 2024. During that meeting there was discussion around further reducing the time-frame to something less than 5 years. Staff sent a query to the Planners Advisory Committee regarding the duration of development agreements in other local jurisdictions. The following information was obtained:

- Seminole: Max 30 years, no limit on number of extensions
- Dunedin: Max 20 years, no limit on number of extensions
- Oldsmar: Max 5 years, no limit on number extensions
- Clearwater: Max 30 years (Hotel DA Max 10 years), one extension permitted

The Planning and Zoning Board reviewed Ordinance 2024-02 at their regular meeting on February 26, 2024, and recommended approval by a unanimous vote with no additional changes.

Funding

N/A

Strategic Plan Objective

Goal F.2: Effective and Efficient Implementation of City Policies and Plans



MEMORANDUM

To: Board of Commissioners
Planning and Zoning Board

From: Renea Vincent, AICP, CPM, Planning and Zoning Director

Date: February 26, 2024

Subject: Amendment to Article VI – Development Agreements

Background / Planning and Zoning Board Recommendation:

This item proposes a Land Development Code (LDC) amendment to Article VI – Development Agreements. The proposed amendment is presented at the direction of the Board of Commissioners (February 5, 2024) based on the recommendation of the Planning and Zoning Board (January 22, 2024). The draft amendment (attached) revises the maximum duration of a development agreement from ten (10) years to five (5) years and allows for extension of a development agreement for up to five (5) additional years. The proposed amendment would also require a super majority vote of the Board of Commissioners for the extension of a development agreement.

The Board of Commissioners recommended consideration of a shorter timeframe than five years.

Staff Recommendation:

Consider and take action on the draft amendment language for Article VI – Development Agreements (attached).

ORDINANCE 2024-02

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE VI DEVELOPMENT AGREEMENTS, SECTION 96.00 AUTHORITY AND REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS, FLORIDA; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Article VI of the Land Development Code provides for the process and regulation of Development Agreements; and,

WHEREAS, the current allowable term for a Development Agreement is 10 years; and

WHEREAS, the Planning and Zoning Board initiated an amendment to reduce the term of Development Agreements from 10 years to 5 years; and,

WHEREAS, the Board of Commissioners finds that it is in the best interest of the City to limit the duration of Development Agreements to ensure timely completion and development of projects within the City;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA:

SECTION 1. That the above findings are true and correct, and are incorporated as if fully set forth herein.

SECTION 2. Article VI of Appendix A, Land Development Code, City of Tarpon Springs Code of Ordinances is hereby amended as follows:

ARTICLE VI. DEVELOPMENT AGREEMENTS

§ 96.00 AUTHORITY AND REQUIREMENTS.

- (A) The Board of Commissioners of the City of Tarpon Springs shall have the authority to enter into Development Agreements with the legal and equitable owners of real property within, or to be annexed within, the City limits of Tarpon Springs as provided for in F.S. Ch. 163 and as further set forth under the terms of this Article.
- (B) The entry into a development agreement by the City shall not limit or modify any legislative power by the City to adopt ordinances, resolutions, regulations or to make administrative or legislative decisions of any kind which it had the power to make prior to the entry into such development agreement,

except to the degree that the development agreement, by its express terms and not by implication, gives vested rights as to certain development permissions, required improvements and similar matters.

- (C) A development agreement and authorized development shall be consistent with the City's Comprehensive Plan and Land Development Code.
 - (D) The initial duration of a development agreement shall not exceed ~~10-5~~ years. It may be extended for one additional 5 year period (or less) by mutual consent of a super majority of the Board of Commissioners and the developer, subject to a public hearing in accordance with the requirements of this Article and a review for compliance with current City ordinances and regulations.
 - (E) A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest subject to a public hearing in accordance with the requirements of the Article.
 - (F) The City's ordinances and regulations governing the development of the land at the time of the execution of the development agreement, with the exception of any fee structure, including impact fees, shall govern the development of the land for the duration of the development agreement. The City may apply subsequently adopted local ordinances and regulations to a development that is subject to a development agreement only if the Board of Commissioners determines the following after undertaking a public hearing and considering all evidence presented at the public hearing:
 - (1) The subsequently adopted ordinances and regulations are not in conflict with the development agreement and do not prevent development of the land uses, intensities, or densities in the development agreement;
 - (2) The subsequently adopted ordinances and regulations are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement;
 - (3) The subsequently adopted ordinances and regulations are specifically anticipated and provided for in the development agreement;
 - (4) The City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the development agreement; or
 - (5) The development agreement is based upon substantially inaccurate information supplied by the applicant for development agreement.
 - (G) If state or federal laws are enacted after the execution of a development agreement which are applicable to and preclude the parties' compliance with the terms of the development agreement, such agreement shall be modified or revoked as necessary to comply with the relevant state or federal laws.
- (Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-19-93; Am. Ord. 2019-02, passed 2-26-19)

§ 97.00 DEVELOPMENT AGREEMENT PROCEDURES.

- (A) A property owner desiring to enter into a development agreement shall make application through the Planning Department and pay the required fee.
- (B) Upon receipt of an application for development agreement, the City Manager shall request authorization from the Board of Commissioners to negotiate with the applicant.
- (C) Upon authorization from the Board of Commissioners to negotiate, the applicant shall submit a development proposal consisting of the following minimum information:
 - (1) Required additional review fee.

- (2) Legal description, including the identification of out parcels to be exempt from the agreement.
- (3) The persons, firms or corporations having a legal or equitable interest in the land.
- (4) The desired duration of the development agreement not to exceed 5 years.
- (5) The development uses desired, including residential density, building intensity, and building height.
- (6) An analysis of the impact upon existing and proposed public facilities and services; including who shall provide such facilities, the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities and services are available concurrent with the impacts of the development.
- (7) A description of any reservation or dedication of land for public purposes.
- (8) A description of all City development approvals necessary, including any zoning or land use modifications required.
- (9) Accurate survey of boundary and existing conditions including but not limited to easements, streets, buildings, land uses, historic sites, zoning, wetlands, watercourses, utilities, general topographic contours, and existing zoning and land uses for all contiguous properties.
- (10) A preliminary master drainage and grading plan.
- (11) The location of proposed buffers or screening.
- (12) An existing tree survey.
- (13) A conceptual master plan showing the locations and acreages of general land uses including dwelling unit types, general types of nonresidential uses, open spaces, recreational facilities, and other proposed uses.
- (14) Circulation plan showing locations and types of all access points and internal streets.
- (15) Proposed development phasing.
- (16) A list of all federal, state, and local permit requirements.
- (17) Any further information deemed necessary to conduct a complete review of the proposal.
- (D) A review of the development proposal shall be scheduled within 30 days and conducted by the Technical Review Committee (TRC) to determine compliance with City ordinances, regulations and that the development is consistent with the local comprehensive plan. The development proposal shall be amended as necessary to comply with the requirements of the Technical Review Committee (TRC).
- (E) Once compliance with City ordinances and regulations has been determined by the Technical Review Committee the development proposal shall be transmitted to the City Manager for negotiation. The City Manager and his/her staff shall review the development of the property and the terms and conditions which are necessary to protect the public interest.
- (F) The City Manager shall report the status of negotiations to the Board of Commissioners within 90 days of TRC compliance.
 - (1) In the event that the City Manager and the property owner have negotiated the terms of a mutually acceptable development agreement, the essential terms of that development agreement shall be presented in an outline form to the Board of Commissioners. The Board shall review the same and shall, if it determines to proceed further with completion of the development agreement by an affirmative vote of not less than 3 members, direct the City Attorney to reduce the said development terms to contractual form for further consideration by the Board. This direction shall in no manner whatsoever obligate the Board to ultimately approve

a development agreement or to approve any of the matters outlined to it by the City Manager as to any specific term or condition.

- (2) In the event that the City Manager and the property owner have not negotiated a mutually satisfactory development agreement, the City Manager shall so notify the Board of Commissioners and the development agreement process as to the particular land shall be concluded unless by an affirmative vote of 3 members of the Board shall direct that negotiations shall continue. A further development agreement application on the same property may be submitted no sooner than 180 calendar days from the date the Board has concluded consideration of the development agreement.
 - (G) At such time as the City Attorney has reduced the terms of the proposed development agreement to written contractual form, the City Manager shall provide the Planning Department with a written recommendation regarding adoption of the development agreement.
 - (H) The Planning and Zoning Board shall conduct the first public hearing on the proposed development agreement, and forward a recommendation to the Board of Commissioners.
 - (I) The Board of Commissioners shall conduct the second public hearing to determine final action on the proposed development agreement. The Board may, by an affirmative vote of not less than 3 members, approve the form and execution of the development agreement by resolution.
 - (J) Within 14 days after the City enters into a development agreement, the City shall record the agreement with the Clerk of the Circuit Court in Pinellas County. A copy of the recorded development agreement shall be submitted to the State Land Planning Agency within 14 days after the agreement is recorded. The development agreement shall then be binding upon all successors in interest to the parties of the agreement.
 - (K) The City shall review land subject to a development agreement once every 12 months to determine if there has been good faith compliance with the terms of the development agreement. If the City makes a finding that there has been a failure to comply with the terms of the development agreement, the agreement may be revoked or modified by the City after a public hearing held in accordance with the requirements of this Article.
 - (L) Such persons, as are defined by F.S. Ch. 163, shall have standing to enforce a development agreement.
- (Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-19-93)

§ 98.00 PUBLIC HEARINGS REQUIREMENTS.

- (A) Before entering into, amending, or revoking a development agreement, the City shall conduct a minimum of 2 public hearings.
 - (B) Notice of intent to consider a development agreement shall be advertised approximately 7 days before each public hearing in a newspaper of general circulation and readership in Pinellas County. Notice of intent to consider a development agreement shall also be mailed to all property owners within 500 feet of the entire contiguous property which is the subject of the agreement and the applicant before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
 - (C) The notice shall specify the location of the land subject to the development agreement, the development uses proposed on the property, the proposed population densities, and the proposed building intensities and height and shall specify a place where a copy of the proposed agreement can be obtained.
- (Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-19-93; Am. Ord. 2019-08, passed 5-14-19)

§ 99.00 DEVELOPMENT AGREEMENT CONTENT.

- (A) Any development agreement approved under the provisions of this Code shall include the following minimum requirements:
 - (1) A legal description of the land subject to the agreement and the names of its legal and equitable owners;
 - (2) The duration of the agreement;
 - (3) The development uses permitted on the land, including population densities, and building intensities and height;
 - (4) A description of public facilities that will service the development, including who shall provide such facilities, the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development;
 - (5) A description of any reservation or dedication of land for public purposes;
 - (6) A description of all development permits approved or needed to be approved for the development of the land, including but not limited to the following:
 - (a) Any required Comprehensive Plan amendments;
 - (b) Any required zoning amendments;
 - (c) Site plan approval;
 - (d) Any required approvals, permits or authorizations from Pinellas County, Florida Department of Transportation, Southwest Florida Water Management District, Florida Department of Environmental Protection, U.S. Army Corps of Engineers, Department of Health and Rehabilitative Services, Tampa Bay Regional Planning Council, Pinellas Planning Council, Department of Community Affairs, or any other agency with competent jurisdiction; and
 - (e) A statement that said development permits will be obtained at the sole cost of the applicant, and in the event that any development permissions are not received, that no further development of the property shall be allowed until such time as the City has reviewed the matter and determined whether to modify or terminate the agreement. Under these conditions, action in reliance on the development agreement shall not vest any development rights in the property.
 - (7) A finding that the development permitted or proposed is consistent with the Comprehensive Plan and land development regulations, and that if amendments are necessary to the zoning or land use designations, that such development agreement is contingent upon those amendments being made and approved by the appropriate governmental agencies.
 - (8) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and
 - (9) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction; and
 - (10) Phasing and phase timing.
- (B) Development agreements shall be executed by all persons having legal or equitable title in the subject property, including the fee simple owner, any contract purchasers and mortgagees; or include joinders or subordination.

- (C) A development agreement shall be a legislative act in the furtherance of the City's powers to zone and regulate development within its jurisdiction.

(Ord. 90-10, passed 5-1-90; Am. Ord. 93-33, passed 10-19-93)

(§§ 100.00 through 105.00 reserved)

SECTION 3. That the provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the City of Tarpon Springs, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbers system of the Code.

SECTION 4. That if any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 5. This Ordinance shall become effective upon final passage and adoption, in the manner provided by law.

Tampa Bay Times
Published Daily

STATE OF FLORIDA

COUNTY OF Pinellas, Hillsborough, Pasco,
Hernando Citrus

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **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 **RE: ORDINANCE 2024-02** was published in said newspaper by print in the issues of: **2/ 7/24** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pinellas, Hillsborough, Pasco, Hernando** Citrus County, Florida and that the said newspaper has heretofore been continuously published in said **Pinellas, Hillsborough, Pasco, Hernando** Citrus County, Florida each day and has been entered as a second class mail matter at the post office in said **Pinellas, Hillsborough, Pasco, Hernando** Citrus 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 not 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.

DB

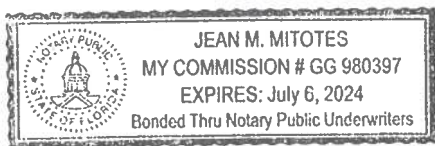
Signature Affiant

Sworn to and subscribed before me this 02/07/2024


f Notary Public

Personally known	X	or produced identification
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Type of identification produced



LEGAL NOTICE

NOTICE OF AMENDMENT TO CODE OF ORDINANCES

The City of Tarpon Springs, Florida, proposes to adopt the following Ordinance:

ORDINANCE 2024-02

AN ORDINANCE OF THE CITY OF TARPON SPRINGS, FLORIDA, AMENDING THE CITY OF TARPON SPRINGS CODE OF ORDINANCES, APPENDIX A, COMPREHENSIVE ZONING AND LAND DEVELOPMENT CODE, ARTICLE VI DEVELOPMENT AGREEMENTS, SECTION 96.00 AUTHORITY AND REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF THE CITY OF TARPON SPRINGS, FLORIDA; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

A Public Hearing on the proposed ordinance will be held before the **Planning and Zoning Board** on the following date:

Monday, February 26, 2024 @ 6:30 P.M.

Public Hearings on the proposed ordinance will be held before the **Board of Commissioners** on the following dates:

Tuesday, March 5, 2024 @ 7:30 P.M.
(1st Reading)

Tuesday, March 19, 2024 @ 7:30 P.M.
(2nd Reading)

THE PLANNING AND ZONING BOARD AND 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, are available for inspection. Persons wishing to participate in the hearing or receive more information may contact the Planning & Zoning Department during City Hall business hours at (727) 942-5611, or visit the City's web site at 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.

Please Reference Application #24-07



Board of Commissioners

Memorandum

Date: March 5, 2024
To: Mayor and Board of Commissioners
Through:
From:
Subject: Resolution 2024-11 Fire Rescue Department Reorganization

Recommendation

Background

Funding

Strategic Plan Objective

RESOLUTION No. 2024-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, AUTHORIZING CHANGES IN THE ORGANIZATION OF THE TARPON SPRINGS FIRE RESCUE DEPARTMENT, SPECIFICALLY THE CREATION OF THREE (3) NEW POSITIONS, WITH ASSOCIATED POSITION DESCRIPTIONS; THE ADDITION OF THREE (3) FIREFIGHTER/PARAMEDIC POSITIONS AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Tarpon Springs desires to provide the most effective and efficient services to the public; and

WHEREAS, conditions, trends and needs evolve within Tarpon Springs Fire Rescue, and review and assessment of staffing resources is important to ensure continued success; and

WHEREAS, such staffing review and assessment takes into account the most effective organization for operational efficiency; and,

WHEREAS, the City Manager recommends that the proposed change be made to the Tarpon Springs Fire Rescue organizational structure in order to maintain responsive and efficient services; and

WHEREAS, it is requested that the Board of Commissioners approve the change as recommended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

Section 1. Pursuant to the requirements of Section 16 (d) of the Charter of the City of Tarpon Springs, the City Manager does hereby recommend and the Board of Commissioners does hereby approve, certain change in the City's organization, as detailed in the memorandum attached hereto and incorporated herein by reference.

Section 2. This resolution shall be effective April 1, 2024.



Tarpon Springs Fire Rescue

444 HUEY AVE. SOUTH, TARPON SPRINGS, FLORIDA 34689
PHONE: (727) 938-3737 FAX: (727) 934-0598



CRAIG MISENER
Deputy Chief
Operations / EMS
cmisener@tsfr.us

SCOTT YOUNG
Fire Chief
syoun@tsfr.us

RICHARD WALSH
Deputy Chief
Administration
rwalsh@tsfr.us

MEGAN ARAYA
EM Coordinator
Floodplain Administrator
maraya@tsfr.us

RICHARD KINNEY
Fire Marshal
rkinney@tsfr.us

To: Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Scott Young, Fire Chief 
Re: Fire Department Reorganization
Date: February 21, 2024

Recommendation

Request that the Board of Commissioners approve the reorganization of Tarpon Springs Fire Rescue, as outlined below:

Background

With the increase in the department's call volume, the department analyzed the need for a Rescue unit to be added to the department fleet. This rescue unit will be able to transport patients if needed. It is currently on order and funded by Pinellas County. To accomplish this, the department must add three (3) additional Firefighter/Paramedic positions. The department was able to secure funding for these positions through Pinellas County. Funding will include salary and benefits starting April 1, 2024.

This change will positively affect the department's overall efficiency and increase the services to the residents of Tarpon Springs.



PAUL SMITH
PUBLIC SERVICES DIRECTOR

Public Services Department

Memorandum

Date: March 5, 2024
To: Honorable Mayor and Board of Commissioners
Through: Mark LeCouris, City Manager
From: Paul Smith, Public Services Director *PS*
Subject: Request to Increase Cemetery Burial Services Pricing Consistent with New Contract Rates with Roberts Vault

Recommendation

It is recommended that specific cemetery burial services pricing be increased to meet current contract rates of City vendor Roberts Vault per the attached **Exhibit 1**.

Background

The City maintains a cemetery services (burial services) contract associated with funerals at Cycadia Cemetery. The 5-year contract was competitively bid and includes an annual increase provision that takes effect each February. The City collects these fees from the customer and in turn pays the vendor on an invoicing basis. So that we can recover the appropriate costs, it is recommended that the City rates increase consistent with new cost increase from our vendor.

Roberts Vault has been performing contract burial services for the City for over 20 years. While City cemetery staff performs a majority of the work in house, there are certain specialty services that require specific equipment and staffing that are most effectively contracted. Examples of these services include preparation for burial and closing of in ground and lawn crypt grave sites.

It has been many years since a services cost increase has been requested and current pricing is below the actual contract rate we are being charged. Further, many of the current service fees are below market rate based on a recent comparison. The recommended price increases are limited to meet the pricing of the services utilized in the contract as an interim measure. A more comprehensive pricing update is recommended in the future to include recovering all City costs, including City staffing, equipment, and materials for all services.

The proposed increases are shown in **Exhibit 1** included herein.

Funding

Costs for these services are reimbursed through individual customer charges. Funds for these services are budgeted in cemetery operating account 001-1406-539-3400.

Exhibit 1 – Proposed Cemetery Services Price Increases

SERVICE	CURRENT Price	ACTUAL Roberts Charge, Using Yr. 3 Pricing (2024)	PROPOSED Price (Phase I)	Area Pricing Average
Disinterment Fee. Call Cemetery to confirm pricing and if any additional charges apply	\$ 954	\$ 1,370	\$ 1,370	
Disinterment/Reinterment Fee (within Cycadia Cemetery). Call Cemetery to confirm pricing and if any additional charges apply	\$ 1,554	\$ 2,220	\$ 2,220	
In-ground Burial Service. Includes: opening/closing, set-up of tent, chairs and lectern as needed.	\$ 1,194	\$ 1,400	\$ 1,400	\$ 2,128
Lawn Crypt Plots Service. Includes: opening/closing, set-up of tent, chairs and lectern as needed.	\$ 1,194	\$ 1,606	\$ 1,606	\$ 2,128
No Burial Service – Set-up Only. Includes: set-up of tent, chairs, and lectern.	\$ 720	\$ 1,400	\$ 1,400	
Saturday Service	\$ 500	\$ 785	\$ 785	
Sunday Service	\$ 550	\$ 845	\$ 845	
Holiday Service	\$ 600	\$ 1,200	\$ 1,200	

RESOLUTION No. 2024-12

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, ADOPTING AN INCREASE IN THE SERVICE FEES AT THE CITY'S CYCADIA CEMETERY; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City maintains a cemetery burial services contract (Contract) associated with funerals at Cycadia Cemetery; and

WHEREAS, the multi-year Contract includes an annual increase provision that takes effect each February; and

WHEREAS, the City pays the vendor directly for these services per the Contract rates and is reimbursed through customer fees; and

WHEREAS, certain service fees currently charged by the City are not sufficient to meet contract rates; and

WHEREAS, the City Manager and Cemetery Manager (sexton) recommend that the City service fees increase consistent with current rates from our vendor Contract; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of the citizens and residents of the City of Tarpon Springs, Florida, that the fees charged to end users of the City's Cycadia Cemetery be sufficient to cover the costs of such services and materials;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TARPON SPRINGS, FLORIDA, THAT:

Section 1. the Board of Commissioners hereby approves and adopts the fee schedule set forth in the attached hereto as Exhibit 1 and incorporated herein by reference.

Section 2. If any court of competent jurisdiction finds that any part or provision of this Resolution is unenforceable as a matter of law, the offending provision shall be struck and the remainder shall continue in full force and effect.

Section 3. This resolution shall be effective immediately upon adoption in the manner provided by law.