

- 19. File No. PW23-81797 – RESOLUTION NO. 2023-522 (Hurtak absent)**
Resolution approving the renewal of an award between the City of Tampa and Baron's Landscaping Services, Inc., with a 6.4% Consumer Price Index (CPI) Price Escalation, for the furnishing of Grounds Maintenance at City Property Locations (Sheltered Market Solicitation) in the estimated amount of \$108,475 for use by the Logistics & Asset Management Department; providing an effective date.
Motion: (Carlson-Viera) That Council moves to adopt said resolution. Motion carried unanimously with Hurtak being absent.
- 20. File No. PW23-81798 – RESOLUTION NO. 2023-523 (Hurtak absent)**
Resolution approving the purchase under Sourcewell Contract 091521-NAF by the City of Tampa from Alan Jay Automotive Management, Inc. dba Alan Jay Fleet Sales of three (3) Ford Transit Connect LWB Cargo Vans, COT Spec No. 111-23 at a unit price of \$35,854, for a cumulative amount of \$107,562 for use by the Logistics and Asset Management Department/Facility Management Division; authorizing the Director of Purchasing to purchase said property, supplies, materials or services; providing an effective date.
Motion: (Carlson-Viera) That Council moves to adopt said resolution. Motion carried unanimously with Hurtak being absent.
- 21. File No. PW23-81799 – RESOLUTION NO. 2023-524 (Hurtak absent)**
Resolution approving the renewal of an award between the City of Tampa and Allied Universal Corporation, with a Manufacturer Price Escalation of Ten Percent, for the furnishing of Liquid Sulfur Dioxide in the estimated amount of \$654,767.40 for use by the Wastewater Department; providing an effective date.
Motion: (Carlson-Viera) That Council moves to adopt said resolution. Motion carried unanimously with Hurtak being absent.
- 22. File No. PW23-81800 – RESOLUTION NO. 2023-525 (Hurtak absent)**
Resolution approving an Agreement between the City of Tampa and Quality Roofing, Inc. for the furnishing of Roofing Services in the estimated amount of \$2,000,000 for use by the Logistics & Asset Management Department/Facility Management Division; authorizing the Mayor to execute said Agreement; providing an effective date.
Motion: (Carlson-Viera) That Council moves to adopt said resolution. Motion carried unanimously with Hurtak being absent.
- 23. File No. PW23-81802 – RESOLUTION NO. 2023-526 (Hurtak absent)**
Resolution approving the renewal of an Award between the City of Tampa and TK Elevator Corporation with a Consumer Price Index (CPI) increase of 5.0%, for the provision of Citywide Elevator Services in the estimated amount of \$955,540 for use by the Logistics and Asset Management Department/Facility Management Division; providing an effective date.
Motion: (Carlson-Viera) That Council moves to adopt said resolution. Motion carried unanimously with Hurtak being absent.

RESOLUTION NO. 2023-_____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF TAMPA AND QUALITY ROOFING, INC. FOR THE FURNISHING OF ROOFING SERVICES IN THE ESTIMATED AMOUNT OF \$2,000,000 FOR USE BY THE LOGISTICS & ASSET MANAGEMENT DEPARTMENT/FACILITY MANAGEMENT DIVISION; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa issued Invitation to Bid #71031323 for the furnishing of Roofing Services for use by the City of Tampa Logistics & Asset Management Department/Facility Management Division; and

WHEREAS, Quality Roofing, Inc. submitted the lowest responsible, responsive bid; and

WHEREAS, the City of Tampa and Quality Roofing, Inc. desire to establish the terms under which such services will be provided.

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the Agreement between the City of Tampa and Quality Roofing, Inc., a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in a form substantially similar thereof. The term of the Agreement shall be for a one-year period from the effective date of the awarding or approving Resolution and may be renewed on the same terms and conditions for four additional one-year periods.

Section 2. This resolution approves an Agreement between the City and Quality Roofing, Inc. for Roofing Services and provides an estimated amount of \$2,000,000 over a 12-month term, subject to annual appropriation, for use by the Logistics & Asset Management Department/Facility Management Division and shall be controlled by requisition.

Section 3. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official Seal of the City to, said Agreement on behalf of the City.

Section 4. That the other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

Section 5. The City Clerk shall file a fully executed copy of the Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON

_____.

CHAIR/CHAIR PRO-TEM
TAMPA CITY COUNCIL

ATTEST:

CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO FORM:

e/s _____
MARCELLA T. HAMILTON
SENIOR ASSISTANT CITY ATTORNEY II

914

AGREEMENT

THIS AGREEMENT made and entered into at Tampa, Florida, this 1st day of June 2023 by and between the CITY OF TAMPA, a municipal corporation organized and existing under the Laws of the State of Florida, hereinafter referred to as "City", whose address is the Municipal Office Building being at 306 E. Jackson Street, 2E, Tampa, FL 33602 and QUALITY ROOFING, INC, authorized to do business in the State of Florida, hereinafter referred to as "Contractor", whose address is 1905 N. 40th Street, Tampa, FL 33605.

In consideration of the mutual stipulations, agreements, and covenants herein contained, the parties hereto have agreed and hereby agree with each other or their executors, administrators, heirs or successors, and assigns, as follows:

FIRST:

Contractor shall at its own cost and expense furnish the services described below and all material, equipment, tools, transportation and labor of every description necessary for and to carry out in good, firm, substantial and workmanlike manner the following work as specified in the Contract Documents consisting of this Agreement and:

- a. Invitation to Bid #71031323 Roofing Services in its entirety, including, but not limited to all addenda, attachments, exhibits, General Conditions, Technical Specifications, Insurance Requirements
- b. Bid Response & Pricing Pages
- c. Notice of Award
- d. All Work Orders
- e. All Cost Proposals
- f. All other contract documents to be provided under the terms of this Contract
- g. All construction documents provided pursuant to any and all Work Orders
- h. All provisions required by law to be inserted in this Contract, whether actually inserted or not
- i. Public Construction Bond, (performance & payment bond)

The aforementioned documents may herein be referred to as the Contract.

SECOND:

Compensation to be paid by the City to Contractor shall be based upon the pricing parameters set forth in Contractor's Bid Response pursuant to Work Orders authorized by the City and performance being in compliance with the Contract terms and conditions.

THIRD:

The articles, section headings and titles preceding the text of the sections of this Agreement and other Contract Documents are solely for ease of reference and do not constitute a part of this Contract and shall not affect its meaning or interpretation.

FOURTH:

The parties may execute this Agreement in counterparts. Each executed counterpart of this Agreement shall constitute an original document. All executed counterparts, together, shall constitute the same agreement.

FIFTH:

This Contract may be amended only by written instrument specifically referring to this Agreement and the other Contract Documents and executed by both parties with the same formalities as this Agreement.

SIXTH:

Should any provision of the Contract be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any other section or part hereof.

SEVENTH:

A waiver of any provision of this Contract shall be valid and effective only if it is in writing and signed by or on behalf of the party granting the waiver. No delay or course of dealing by a party to this Contract in exercising a power, right, or remedy under this Contract will operate as a waiver of any power, right, or remedy of that party, except to the extent expressly set forth in a writing signed by or on behalf of that party. In addition, the written waiver by a party of a power, right, or remedy under any provision of this Contract will not constitute a waiver of any succeeding exercise of the power, right, or remedy or a waiver of the provision itself. Any waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Contract.

EIGHTH:

Unless this Contract expressly provides otherwise or permits it to be given orally, each notice, demand, request, approval, statement, and other communication required or permitted by this Contract will be valid only if it is (1) in writing (whether or not the applicable provision states that it must be in writing), (2) delivered in person or by telecopy, commercial courier, or first-class, postage prepaid, United States mail (certified or registered), and (3) addressed by the sender to the intended recipient as follows:

(a) City of Tampa
Purchasing Department
306 East Jackson
2nd Floor
Tampa, Florida 33602
(813) 274-8351 (telephone)
(813) 274-8355 (telecopy)

with a copy to:

City of Tampa Attorney
City Attorney's Office
315 E. Kennedy Boulevard

5th Floor - City Hall
Tampa, Florida 33602
(813) 274-8996 (telephone)
(813) 274-8809 (telecopy)

(b) Contractor:

Quality Roofing, Inc.
Richard Jenkins, Chief Executive Officer
1905 N. 40th Street
Tampa, Florida 33605

A validly given notice, consent, demand, approval, statement, or other communication (other than checks and other forms of payment) will be effective on the earlier of its receipt, if delivered personally or by telecopy or commercial courier, or the fifth (5th) day after it is postmarked by the United States Postal Service, if delivered by postage prepaid, United States mail. Each party promptly shall notify the other party of any change in its mailing address or telecopy number for notices.

NINTH:

The validity, construction, enforcement, and interpretation of this Contract are governed by the laws of the State of Florida and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to resolution of conflicts with laws of other jurisdictions. The parties (a) consent to the personal jurisdiction of the state and federal courts having jurisdiction over Hillsborough County, Florida, (b) stipulate that the proper, exclusive, and convenient venue for all legal proceedings arising out of this Contract are the Circuit Court for Hillsborough County, Florida, for a state court proceeding, and the United States District Court for the Middle District of Florida – Tampa Division, for a federal court proceeding, and (c) waive any defense, whether asserted by motion or pleading, that the Circuit Court for Hillsborough

County, Florida, or the United States District Court for the Middle District of Florida – Tampa Division, is an improper or inconvenient venue. In any legal proceeding arising out of this Agreement, the losing party shall reimburse the prevailing party, on demand, for all costs incurred by the prevailing party in enforcing, defending, or prosecuting any claim arising out of this Contract.

TENTH:

The Contractor shall remain an independent contractor and shall have no power, nor shall Contractor represent that Contractor has any power, to bind the City or to assume or to create any obligation expressed or implied on behalf of the City.

ELEVENTH:

Each of the parties hereto agrees and represents that the Contract comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Contract.

TWELFTH:


The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not intended to confer third-party beneficiary rights upon any other person.


SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement on the day and year first written above.

CITY OF TAMPA

QUALITY ROOFING, INC.

By: 
JANE CASTOR, MAYOR

By: 
By: RICK JENKINS
Type or Print Full Name

ATTEST:


(SEAL) CITY CLERK/DEPUTY CITY CLERK

TITLE: Chief Executive Officer

(Pres., V-Pres., Partner, Owner)

Corporation ☒ (X)

Partnership ☐ ()

Individual ☐ ()

APPROVED AS TO FORM:

Marcella Hamilton
e/s

Marcella T. Hamilton
SENIOR ASSISTANT CITY ATTORNEY II

Incorporated in the state of: Florida

If doing business under a fictitious name, you must submit a copy of your Certificate of Registration and a copy of the Legal Notice which appeared in a newspaper.














Roofing Services


Final Audit Report

2023-06-12

Created:	2023-06-05
By:	Beverly Jewesak (beverly.jewesak@tampagov.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA13pauBJOAQdUDg--Z34LFQUxyEALHsPM

"Roofing Services" History

-  Document created by Beverly Jewesak (beverly.jewesak@tampagov.net)
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-  Document emailed to RICK JENKINS (rick.jenkins@quality-roofing.com) for signature
2023-06-05 - 6:00:13 PM GMT
-  Email viewed by RICK JENKINS (rick.jenkins@quality-roofing.com)
2023-06-05 - 6:24:18 PM GMT
-  Email viewed by RICK JENKINS (rick.jenkins@quality-roofing.com)
2023-06-08 - 6:47:08 PM GMT
-  Document e-signed by RICK JENKINS (rick.jenkins@quality-roofing.com)
Signature Date: 2023-06-09 - 6:51:00 PM GMT - Time Source: server
-  Document emailed to Greg Spearman (GREGORY.SPEARMAN@TAMPAGOV.NET) for approval
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-  Email viewed by Greg Spearman (GREGORY.SPEARMAN@TAMPAGOV.NET)
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Approval Date: 2023-06-09 - 7:48:47 PM GMT - Time Source: server
-  Document emailed to Marcella Hamilton (marcella.hamilton@tampagov.net) for signature
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2023-06-12 - 12:25:14 PM GMT

 Document e-signed by Shirley Foxxknowles (shirley.foxxknowles@tampagov.net)

Signature Date: 2023-06-12 - 12:25:47 PM GMT - Time Source: server

 Agreement completed.

2023-06-12 - 12:25:47 PM GMT