

Commissioner Kathleen Peters
Pinellas County Commission, District 6
315 Court Street, Fifth Floor
Clearwater, FL 33756
E-mail: kpeters@pinellascounty.org
Office: 727.464.3568

September 3, 2020

MEMORANDUM

To: Chair Pat Gerard & Honorable Members of the Board of County Commissioners

From: Commissioner Kathleen Peters

Cc: Barry Burton, Pinellas County Administrator
Bill Berger, Director – Pinellas County Office of Budget and Management

Re: TVCA MSTU funding request

I propose that we support the MSTU funding request from the Tierra Verde Community Association for community recreation projects. The funds proposed are not exceed \$15,500 and would provide enhancements and replacement of equipment for tennis and pickleball.

A letter of request from the Tierra Verde Community Association, as well as supporting materials, are enclosed with this memo. I will bring this subject up for discussion at the September 10, 2020 BCC meeting.



August 4, 2020

TIERRA VERDE COMMUNITY ASSOCIATION, INC.
1275 Pinellas Bayway • Tierra Verde, Florida 33715
(727) 867-9362 • Fax (727) 867-2169 • Email tassn@tampabay.rr.com

Honorable Kathleen Peters
Board of County Commissioners
District 6
315 Court Street
Clearwater, FL 33756

Re: MSTU Funds for Fencing, Gates, Windscreens, Canopy Benches, Tennis & Pickleball Scoreboards

Dear Commissioner Peters:

The Tierra Verde Community Association respectfully requests for the Board of County Commissioners to vote to approve funding utilizing the MSTU Funds for Community Projects. These funds will be used for fencing, gates, windscreens, canopy benches, and tennis and pickleball scoreboards for the two tennis/pickleball courts located at the TVCA Complex, 1420 Pinellas Bayway S, Tierra Verde, FL 33715.

We are requesting these items for the following reasons:

10' Fencing - to keep the tennis and pickleball balls contained, eliminating the need to retrieve them outside of the courts

2 Entrance Gates - 1 for the east court and 1 for the west court to prevent interruption of tennis and pickleball matches

9' Windscreens - on the entire perimeter of the fencing - to provide a dark backdrop for better visibility so players can see the ball, to reduce glare, wind gusts, and distractions


2 10' Canopy Benches - to allow seating and shade

2 LOVEONE Tennis Scoreboards - to keep score

2 LOVEONE Pickleball Scoreboards - to keep score

Thank you for taking these requested funds for the fencing, gates, windscreens, canopy benches, and tennis and pickleball scoreboards into consideration.

Sincerely,



Jerry Frulio, President



TO; TVCA / PICKEL BALL COURTS
ATTENTION: KELLI MATHERS
DATE: March 9, 2020

SUBMITTED BY: Michael Miller
TELEPHONE: 727-573-5440 EXT. 137
E-MAIL: mmiller@smithfence.com

PROPOSAL

We propose to perform the work outlined in the following scope of work, on the above mentioned project. TOTAL INSTALED PRICE: \$ SEE BELOW

SCOPE OF WORK:

- **SFC TO INSTALL 200' OF 10' GREEN TENNIS COURT C/L. TO INCLUDE CUTTING IN TWO 4' WALK GATES. \$ 9,726.00**
- **SFC TO INSTALL 480' OF 9' GREEN WIND SCREEN. \$ 3965.00**

MATERIAL BREAK DOWN:

- **ALL POST TO BE 2 ½" SCH 40, C/L TO BE 1 ¾" DIAMONDS 9 GA. VINYL COATED, GATES TO BE FABRICATED WITH 1 5/8" SCH. 40 PIPE AND COVERED WITH THE SAME C/L, WIND SCREEN TO BE 9' TALL TO ALLOW FOR SOME AIR FLOW.**

QUALIFICATIONS:

- **ALL POST TO BE CORE DRILED THROUGH EXISTING ASPHALT AND SET 4' BELOW EXISTING GRADE**

EXCLUSIONS - The following are excluded, unless specifically identified and outlined in the aforementioned scope of work:

- Removal of existing fence; core drilling; electrical grounding; painting; any installation in or near water; installation in existing concrete or asphalt; maintenance of traffic; the removal, reinstallation or damage to silt fence/erosion protection in work area

RESPONSIBILITIES OF SMITH FENCE COMPANY:

- To perform those items listed in the aforementioned scope of work

RESPONSIBILITIES OF GC OR OWNER:

- Work area to be made accessible for SFC crews, equipment and material suppliers prior to mobilization and maintained throughout the project
- SFC not responsible for damage incurred to site due to accessing the job
- Work area to be cleared, graded and staked prior to mobilization and maintained throughout the project
- Provide a lay down area (if needed) for material stockpiled/stored on project
- SFC not responsible for damaged, missing or stolen material stockpiled/stored on project
- Provide dumpsters as needed for removed, non-salvageable or refuse material
- Haul away and dispose of removed, non-salvageable or refuse material
- When installation requires attachment to concrete structure (i.e.: sidewalks, c.m.u. walls, etc.), all required concrete work by Owner
- All permits and licenses by Owner
- SFC to be named as additionally insured on Owners policy

THIS PROPOSAL IS BASED ON THE FOLLOWING CONDITIONS:

- All fence work to be performed under one mobilization with access to all sites without delay. Additional mobilizations will be billed at \$500.00 US/occurrence if caused by Contractor/Owner

- Job is done in sequence without interruption, normal working hour and days, with one crew
- This proposal is based on “normal” digging conditions. Any change in digging conditions (rock, landfill rubble, concrete, etc.) will require a change order to the base contract.
- All change orders will reflect all scope of work and conditions of this proposal.
- All labor provided to be open shop
- SFC is not a design/engineering firm. All installations are designed and approved by Owner
- SFC will contact underground utility notification. It shall be the responsibility of the contractor for all protection, relocation, or damage to any utilities.
- All material and quality control testing by others
- SFC shall be paid for all equipment and labor employed on this project for any delays for which we are not responsible
- Contractor/Owner agrees to pay for stored materials

SCHEDULE - Work will progress in a mutually agreed sequence beginning no sooner than two weeks from receipt of a fully executed subcontract agreement signed by both parties; and approval in writing, by the owner or his representative of all required SFC submittals

EXCEPTIONS - Smith Fence takes the following exceptions to the Owners plans, specifications, and addenda, and hereby predicates its proposed contract amount upon the elimination or modification of these items from or in the final prime contract:

CONDITIONS OF CONTRACT:

- Changed Conditions - Our proposal is based on information provided by Contractor and/or Owner. Should actual conditions vary from those represented we reserve the right to claim for additional compensation and/or extension of time.
- All additional work will be done after a CHANGE ORDER agreement has been reached and executed between the Owner/Contractor and SFC.
- Unless agreed to in writing we object to any terms and conditions relating to: LIQUIDATED DAMAGES, WARRANTIES, and LIMITATIONS OF LIABILITY, INDEMNIFICATION and SEIZURE OF EQUIPMENT.
- No retainage is to be withheld from SFC’s payments.
- Invoice balance is due and payable upon completion.
- Any claims against the Owner or Owners Agent, shall be pursued by the Contractor on our behalf.
- Any claim, dispute or other matter in question between the Contractor/Owner and SFC relating to or arising out of this Agreement shall be governed by the laws of the State of Florida. Venue shall be Pinellas County, Florida, only.
- This proposal will expire in 15 days, unless prior to that date, a valid acceptance has been received by SFC.
- If installation does not occur within one year of the signed agreement, SFC reserves the right to charge an additional 5% per year on the un-installed balance.

- This proposal must be made part of any subsequent contract with which we would agree.
- Any change orders will be cost plus 15% overhead & 15% profit

We would like to thank you for the opportunity to quote on this project. If you have any questions please feel free to call our office.

APPROVED: _____

PRINT NAME: _____

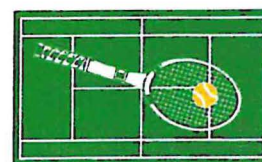
TITLE: _____

DATE: _____

SMITH FENCE COMPANY
License # C-7053
CGC 1518347
CBC 1250975

Welch Tennis Courts, Inc.

World's Largest Builder of Fast Dry Courts



Construction - Resurfacing - Lighting - Accessories

USTA - USPTA
ASBA - TIY

TENNIS COURT FENCE REPAIR PROPOSAL

Welch Tennis Courts, Inc. (hereinafter referred to as the "Contractor") proposes to furnish the labor, materials, equipment, and services necessary to repair the existing fencing at: The Tierra Verde Community Association at 1420 Pinellas Bayway South in Tierra Verde, Florida. In accordance with, and subject to, the terms, conditions and specifications set forth below, the construction work is referred to in this proposal as the "Project."

1. **CONSTRUCTION REQUIREMENTS:** The Owner shall be responsible for assuring that the construction plans, and the work described in this proposal comply with all applicable zoning requirements. Owner shall be solely responsible for the suitability of the project site and the constructability of the Project upon the property.

The Contractor shall provide the required contractor licensing to construct the Project, along with general liability and workers' compensation insurance

2. **FENCING:** The Contractor shall, replace the fencing on two (2) tennis courts by completing the following:

- a. Remove 40 linear feet of bias and 80 linear feet of 3 foot fencing.
- b. Install 200 linear feet of 10 foot fencing. Fence fabric will be 1¼-inch #9-gauge green vinyl mesh on all ten-foot high fencing.
- c. All Ameristar Permacoat posts and top rail are high tensile steel, galvanized inside and out with pure zinc. The pipe is then electrostatically powder coated with polyester to provide a superior color coat finish. All fittings are PVC coated.
- d. Provide and install two entrance gates on the sides of the court to enclose both courts.
- e. Install 60 linear feet of tension wire on southwest end.

3. **CONTRACT PRICE:** The Contractor shall repair the fencing specified in this proposal/contract for the following contract price:

| | |
|----------------------------------|------------|
| TENNIS COURT FENCING REPLACEMENT | \$9,950.00 |
|----------------------------------|------------|

4. **PAYMENT TERMS:** A 50% down payment, which is due upon acceptance and signing of this proposal/contract, is required in order to schedule court resurfacing. A final 50% payment shall be due upon completion of the entire Project. **NOTE:** Payments offered by **credit card** will incur an **additional 4% surcharge** for each transaction. Payment of Contractor's invoices is due upon receipt of the invoice by Owner. Late charges, at the rate of 1½% per month (18% per annum maximum) shall begin to accrue on any unpaid invoice balance, beginning thirty (30) days after the invoice date. Any payments based on AIA schedules will accrue interest from AIA payment due date. Welch Tennis Courts, Inc. reserves the right to stop work in the event of non-payment.

5. **ESCALATION CLAUSE:** If, for any reason, construction of the work contemplated by this agreement does not begin within sixty (60) days from the date this proposal is accepted or signed

4501 Old U.S. Hwy 41 S. - P.O. Box 7770 - Sun City, FL 33586 - Phone (813) 641-7787 - Fax (813) 641-7795

Toll Free 1-800-282-4415 - Email: info@welchtennis.com - www.welchtennis.com

by the Owner, or if there is a significant price increase in the cost of materials, equipment or energy, through no fault of the Contractor, the contract price(s) specified herein, the time for completion, and any other contract requirements impacted by such price increases or delays in commencement of the work, will be adjusted by written change order modifying this proposal/contract. A price change shall be deemed to be "significant" if the price of any material, equipment, or unit of energy increases by 5% or more between the date that this proposal/contract is accepted by the Owner and the date that the work under this contract is commenced.

6. BUILDING REQUIREMENTS. The Owner shall provide access to the site for tractor-trailers and other vehicles with a weight in excess of twenty tons; provide an area adjacent to the site for storing and preparing materials. The Contractor shall exercise reasonable care in utilizing the access and storage areas but cannot be responsible for damage caused by normal construction operations (for example; damage to sod, landscaping, sprinkler lines, pavement access, etc.).

The Owner shall notify, locate and mark for the Contractor, prior to construction, any water, sewer, electrical or other conduits, which are located at the courts beneath the ground surface or otherwise obstructed from view, and in the absence of such notice, the Contractor shall not be held liable for any damages to conduits during the course of construction.

7. WARRANTY: Welch Tennis Courts, Inc. shall warranty the completed Project to be free of significant defects in workmanship and materials for a period of one (1) year. The warranty shall commence on the date of completion, but will not be enforceable, unless payment is made in the full amount of the executed contract, including change orders and late payment fees (if applicable).

8. BINDING CONTRACT: This agreement and all of its terms and conditions shall be binding upon the parties to this agreement and upon the personal representatives, executors, administrators, heirs and successors assigns of either party.

9. ATTORNEY'S FEES; COSTS OF COLLECTION; VENUE: In the event that a dispute arises out of this agreement, and a civil action is brought by either party to resolve the dispute, then, in such event, the prevailing party, as determined by the Court hearing the matter, shall be entitled to recover its court costs, including reasonable attorney's fees, from the non-prevailing party. In the event that any sums invoiced by Contractor under this agreement are not paid when due, and suit is brought to enforce this agreement or to recover payment of any balance(s) due and owing by Owner under this agreement, Contractor shall be entitled to recover its costs of collection, including reasonable attorney's fees, regardless of whether suit is brought or not. Any action to enforce this contract or any action arising from this contract (which does not include an action to enforce a construction lien under Chapter 713 of the Florida Statutes) shall be brought only in a court of competent jurisdiction in Hillsborough County, Florida.

10. TIME FOR ACCEPTANCE OF PROPOSAL: This proposal and the prices set forth herein shall be valid for only 30 days from the date of this proposal, and must be accepted within such time, unless the Contractor agrees in writing to extend the time for acceptance. Acceptance of this proposal by the Owner shall give rise to a binding and enforceable contract.

11. ENTIRE AGREEMENT/CHANGES TO AGREEMENT: This proposal, once accepted by Owner, sets forth the entire agreement between the parties, and all oral representations, prior

negotiations, understandings, agreements, conditions, and terms discussed between the parties prior to acceptance and signing of this proposal/agreement by Owner are deemed to have merged into this agreement. This agreement may *not* be modified or amended, except in writing, which is signed by all parties to this agreement.

SALES REPRESENTATIVE

Chris Hagman, (813) 520-8320

ACCEPTED BY:

\$ _____
Total Contract Price (Including
Options)

_____(OWNER)

DATE: _____

Type/Print Name & Title

Accepted and Approved By:
WELCH TENNIS COURTS, INC.

George Todd, Jr., President

DATE: _____

ADDENDUM #1

This addendum shall become part of the contract documents and shall supersede any verbal or written agreements between Welch Tennis Courts, Inc. and the Owner. Modification of this addendum shall only occur by an executed change order.

Project Information Sheet

Customer Name: _____

Project Address: _____

Billing Address: _____

Primary Contact:

Accts Payable Contact:

Name: _____

Name: _____

Number: _____

Number: _____

Email Address: _____

Email Address: _____

| Color Selection: | Green | Black | N/A | Other |
|------------------|--------------------------|--------------------------|--------------------------|--------------------------------|
| Lighting | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Fencing | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Cabana Frames | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Cabana Canvas | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> _____ |
| Net Posts | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Windscreens | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> _____ |

By signing below the Owner is authorizing Welch Tennis Courts, Inc. to proceed with the selections above and that all information is accurate and true.

(Signature)

(Date)

(Print Name)

U.S. Tennis and Recreation
 13533 Messino Court
 Estero, FL 33928 US
 239-331-0117
 info@ustennisfl.com
 http://www.ustennisfl.com



Estimate

ADDRESS

Kelli Mathers
 Tierra Verde Community
 Association
 1275 Pinnellas Bayway South
 Tierra Verde, FL 33715

| ESTIMATE # | DATE |
|------------|------------|
| 6040 | 04/22/2020 |

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----------------------------|----------------------------|----------------------------|
| fencing We will include the installation of 10' high fencing on both the east and west side of the current tennis courts (2) color green We will include one entrance gate on the south end of the courts We will include 9' high windscreens around the perimeter of the fence | 1 <i>Additional Gate</i> | 16,420.00 <i>575.00</i> | 16,420.00 <i>575.00</i> |

We appreciate the opportunity to work with you and look forward to growing a long lasting relationship.

TOTAL

\$16,420.00

\$ 575.00

\$16,995.00

Accepted By

Accepted Date

TVCA Administrator

From: Us Tennis <danny@ustennisfl.com>
Sent: Tuesday, April 28, 2020 9:00 AM
To: TVCA Administrator
Subject: Re: Estimate 6040 from U.S. Tennis and Recreation

Gates installed are \$575 a piece add or subtract what you decide.

Sincerely,

Danny Provinzino
President
US TENNIS AND RECREATION
www.ustennisfl.com
239-331-0117

On Apr 27, 2020, at 2:56 PM, TVCA Administrator <tassn@tampabay.rr.com> wrote:

From: tassn@tampabay.rr.com [<mailto:tassn@tampabay.rr.com>]
Sent: Friday, April 24, 2020 10:17 AM
To: 'info@ustennisfl.com'
Subject: RE: Estimate 6040 from U.S. Tennis and Recreation

Hi Danny,

Can you please give us an additional fence quote adding two entrance gates (one for the east court and one for the west court) at the south end of the tennis courts instead of one gate? The current quote is for one gate but one of the Directors says it is proper tennis etiquette to have two gates.

Thank you again for all your help!

Kelli Mathers, LCAM
TVCA

727.867.9362

From: "U.S. Tennis and Recreation"
To: tassn@tampabay.rr.com, fermin@ustennisfl.com
Cc:
Sent: Thursday April 23 2020 1:58:00PM
Subject: Estimate 6040 from U.S. Tennis and Recreation

Dear Kelli Mathers,

Please review the estimate below. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,

Danny Provinzino
President
U.S. Tennis and Recreation
Info@ustennisfl.com
239-331-0117

----- Estimate Summary -----

Estimate # : 6040

Estimate Date: 04/22/2020

Total: \$16,420.00

The complete version has been provided as an attachment to this email.

Canopy Benches, Tennis Scoreboards, and Pickleball Scoreboards Estimates

2 - Canopy Benches

1. www.hartru.com 10' Canopy Bench \$2,490.00 x 2 = \$4,980.00
2. www.10-s.com 10' Canopy Bench \$2,445.00 x 2 = \$4,890.00
3. www.welchtennis.com 10' Canopy Bench \$2,490.00 x 2 = \$4,980.00

2 - Tennis Scoreboards

1. www.welchtennis.com LOVEONE \$132.99 x 2 = \$265.98
2. www.10-s.com LOVEONE \$134.00 x 2 = \$268.00
3. www.tenniscourtsupply.com LOVEONE \$140.00 x 2 = \$280.00

2 - Pickleball Scoreboards

1. www.tenniscourtsupply.com LOVEONE \$149.00 x 2 = \$298.00
2. www.welchtennis.com LOVEONE \$132.99 x 2 = \$265.98
3. www.10-s.com LOVEONE \$139.95 x 2 = \$279.90