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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Monday, March 13, 2017
6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
2. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.
4. **Consent**
 - a. **Approval of minutes from the February 14, 2017 Commission meeting.**
 - b. **Authorization to install a banner over 75th Ave for CABA's Sidewalk Sale in April 6-8, 2017**
 - c. **Authorization to install a banner over 75th Ave for Beach Goes Pop held on April 28 & 29, 2017**
 - d. **Authorize the City Manager to enter into a Cooperative Funding Agreement with the Southwest Florida Water Management District (SWFWMD) for the final 70% of**

design as well as the construction of Phase II of the Pass-A-Grille Way Reconstruction project (from 19th Avenue to 1st Avenue).

- e. Authorize the City Manager to enter into a purchase agreement with Insituform Technologies, LLC for of \$16,095.90 for Stormwater System Damage Assessment.**
- f. Authorize the City Manager to enter into an Interlocal Agreement between Pinellas County and the City of St. Pete Beach to provide \$120,000 for construction of two replacement dune walkovers at public beach access sites located at the west ends of 12th and 16th Avenues.**

5. Action Items

- a. Authorize the City Manager to approve two change orders to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project totaling \$31,007.18 for changes orders 13 and 14.**
- b. Authorize the City Manager to enter into a purchase agreement with Duval Ford Fleet Sales in the amount of \$47,435.00 for the purchase of a 2017 Ford Transit Utility Cargo Van.**

6. Ordinances – No items submitted at this time.

7. Resolutions – No items submitted at this time.

8. Items for Discussion – no items submitted at this time.

9. Audience Comments 2 - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

10. City Clerk, City Manager, City Attorney and City Commission Reports

11. Adjournment

APPEAL: In accordance with Florida Statute 286.0105, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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. The City does not furnish verbatim transcripts. Interested parties should make the necessary arrangements for verbatim transcripts.

AMERICANS WITH DISABILITIES ACT: In accordance with the Americans with Disabilities Act and Florida Statutes, Chapter 286.26, persons needing special accommodations to participate in a meeting should contact City Hall at (727) 367-2735 no later than four (4) days prior to the meeting for assistance.

**The public is cordially invited to attend this meeting.
All agenda material is available for review at City Hall.**

CITY COMMISSION MEETING

MINUTES

FEBRUARY 14, 2017

6:00 P.M.

CALL TO ORDER

Mayor Schechner called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Deborah Schechner, Mayor
Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Mike Clarke, Public Works Director
Elaine Edmunds, Administrative Services Director
Jennifer McMahon, Recreation Director

1. Presentations

There were no presentations.

2. Changes to the Agenda

There were no changes to the agenda.

3. Audience Comments

Guillermo Marquez and Keith Haemmelman, Pastors from the Pass-a-Grille Community Church, discussed the traffic flow and road closure on Pass-a-Grille Way during the St. Pete Beach Classic event that affected church services.

Al Johnson, Blind Pass Road, organizer of the St. Pete Beach Classic, requested to meet with both pastors to work out a solution for future events, noting the run does not require complete road blockage on any portion of the route.

Nancy Shannon, East Vina del Mar, commented on support by a sitting elected official of a candidate when running for office.

4. Consent Agenda

- a. Approval of the minutes from the January 24, 2017 City Commission Workshop.
- b. Authorization to approve a special event application request for a beach fire on Upham Beach on Saturday, March 18, 2017
- c. Authorize the City Manager to sign a no-cost addendum to the purchase agreement with Alto Construction Company, Inc. for the 37th Avenue pavement repairs.

City Manager Saunders reviewed the consent items and recommended approval.

Commissioner Friszolowski moved to approve Consent Items 4(a), (b) and (c) as presented. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

5. Action Items

- a. Conditional Use 2016-0065, authorization for an outdoor dining area located in city right-of-way, associated with a full service restaurant at 338 Corey Avenue.

Rebecca Haynes, City Clerk, administered the oath to persons testifying during the quasi-judicial proceedings.

Andrew Dickman, City Attorney, requested that the mayor and commissioners disclose any ex-parte communication.

There were no ex-parte communications disclosed by the mayor or commissioners.

Jennifer Bryla, Community Development Director, noted the request is to approve a conditional use permit for a 32-seat outdoor dining area in the city right-of-way at 340 Corey Avenue. The Technical Review Committee reviewed and approved the conditional use permit with conditions listed in the staff report.

Raandi Morales, attorney representing the applicant and owner of the property, presented the request and consented to the conditions, on her client's behalf, as modified.

Lex Byers, Coquina Way, spoke in support of the outside dining area.

Further discussion was held in regard to maintenance, a barrier wall and perimeter, the possibility of future fees for parking spaces and an additional insured on the certificate of insurance.

Commissioner Friszolowski moved to approve Item 5(a), Conditional Use Permit 2016-0065, with conditions as presented by the Technical Review Committee; with the addition of Item No. 4, tables, chairs and perimeter barrier; and a new condition, No. 13, that if in the future the City establishes a fee for the use of the right-of-way, the applicant shall pay the fee. The motion was seconded by Commissioner Finnerty.

Mr. Saunders noted that Condition No. 12 should state "additional insured" rather than "policy holder."

Hearing no additional audience comments, Mayor Schechner called for the vote.

The motion was denied by an individual roll call vote with Commissioner Pletcher, Commissioner Finnerty and Mayor Schechner voting "no" and Commissioner Friszolowski and Vice Mayor Falkenstein voting "yes."

b. Approval of New Member to the General Employees' Pension Board

Ms. Samantha Brem introduced herself and expressed appreciation in regard to the appointment.

Commissioner Pletcher moved to approve Item 5(b), appointing Ms. Samantha Brem as a member of the General Employees' Pension Board of Trustees. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- c. Authorize the City Manager to approve Change Order #12 with Nelson Construction for the Pass-a-Grille Way Reconstruction Project in the amount of \$39,338.08.

The proposed change order includes the conduit and water service at 20th Avenue for a proposed rescue boat for the Fire Department, conduit changes between 20th Avenue and 22nd Avenue, a sidewalk between West Maritana and El Centro, and asphalt around sanitary manholes between 32nd Avenue and Cabrillo Avenue.

Commissioner Pletcher moved to approve Item 5(c), to authorize the City Manager to approve a change order to the purchase agreement with Nelson Construction for the Pass-a-Grille Way Reconstruction Project in the amount of \$39,338.08 for Change Order No. 12. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- d. Authorize the City Manager to execute Change Order No. 7 with USA Voltage, LLC in the amount of \$46,250 to provide underground utility service connections for the Pass-a-Grille Way North Reconstruction project.

The item was removed from the original contract and bid separately for cost savings.

Commissioner Friszolowski moved to approve Item 5(d), to authorize the City Manager to generate a change order to the existing contract with USA Voltage, LLC in the amount of \$46,250.00 to provide underground utility service connections for the Pass-a-Grille Way North Reconstruction Project. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

6. Ordinances

- a. Ordinance 2017-02, First Reading and Public Hearing, an Ordinance of the City of St. Pete Beach, Pinellas County Florida, providing for a supplemental appropriation for fiscal year 2017 to the General, Wastewater, Reclaimed Water, Stormwater and Capital Improvement Funds, providing for funding, providing for severability, and providing for an effective date.

Elaine Edmunds, Administrative Services Director, explained that the adjustments are in the general fund, the enterprise funds and capital improvement projects fund. The total is \$10,068,237.00 which includes \$8.5 million in encumbrances from FY 2016; of the 2016 encumbrances, \$7 million is related to the Pass-a-Grille Way Reconstruction Project.

Commissioner Friszolowski moved to approve Item 6(a), Ordinance 2017-02, upon first reading, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for a supplemental appropriation for Fiscal Year 2017 to the General, Wastewater, Reclaimed Water, Stormwater and Capital Improvement Funds; providing for funding; providing for severability; and providing for an effective date. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- b. Ordinance 2016-19, First Reading and Public Hearing, repeal and replace Division 20 of the Land Development Code, PAG Pass-a-Grille Overlay District.

Ms. Bryla reviewed the revised overlay providing for a form-based zoning code that will continue to support historical patterns and uses from 32nd Avenue south, excluding the areas designated as CRD-EA. The City's Technical Review Committee, Historic Preservation Board and Planning Board reviewed and approved the project with recommendations.

Tara Salmieri, AICP with PlanActive Studio, presented the timeline for development of the project including review of the Comp Plan and Code, historic survey, stakeholder interviews, design standards, workshops, advisory board review and public hearings.

Commissioner Pletcher moved to approve Item 6(b), Ordinance 2016-19, upon first reading, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, repealing and replacing Division 20 of the Land Development Code, PAG Pass-A-Grille Overlay District, incorporating language as outlined in Exhibit A; providing for the repeal of ordinances or parts of ordinances in conflict; providing for severability; and providing for an effective date; including recommendations of the Planning Board and the Historic Preservation Board and noted Scrivener's error changes. The motion was seconded by Commissioner Finnerty.

Mayor Schechner called for audience comments.

Joe Caruso, Pass-a-Grille, expressed his appreciation to staff and commissioners for supporting the overlay project.

Hearing no further audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- c. Ordinance 2017-03, First Reading and Public Hearing, an Ordinance codifying Comprehensive Plan Amendment #03-16. An amendment to modify the Capital Improvements Element of the City's Comprehensive Plan to reflect legislative changes and to remove the Capital Improvements Schedule from the Element and provide for adopting the Schedule annually via Ordinance as allowed by Section 163.3177(3) (b) of the Florida Statutes.

Ms. Bryla explained that the City-initiated amendment to the Capital Improvement Element, Chapter 163 of the Florida Statutes, removes the requirement for school and recreational facilities from concurrency review, since other mechanisms are in place to ensure levels of service exist and provide municipalities the option of establishing tools to better serve their communities.

Commissioner Pletcher moved to approve Item 6(c), Ordinance 2017-03, upon first reading, an ordinance of the City of St. Pete Beach, Pinellas County, Florida providing for an amendment to the Capital Improvements Element of the City's Comprehensive Plan as outlined in Exhibit A; removing metrics in accordance with Florida Statutes; providing for the repeal of ordinances or parts of ordinances in conflict; providing for severability; and providing for an effective date. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

- d. Ordinance 2017-01, First Reading and Public Hearing, repeal and replacement of Division 29 - Concurrency, of the City's Land Development Code to reflect changes to the Capital Improvement Element and to incorporate concurrency tracking methodology.

Commissioner Finnerty moved to approve Item 6(d), Ordinance 2017-01, upon first reading, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, repealing and replacing Division 29 of the Land Development Code, Concurrency Management, incorporating language as outlined in Exhibit A; providing for the repeal of ordinances or parts of ordinances in conflict; providing for severability; and providing for an effective date. The motion was seconded by Commissioner Friszolowski.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously approved by an individual roll call vote.

7. Resolutions

There were no resolutions submitted.

8. Items for Discussion

Mr. Saunders introduced the representatives of the powerboat race event and reviewed the details of the boats and the race course. The event will take place June 17 and June 18, 2017 on the beach area in front of the Post Card Inn.

Commissioner Pletcher requested to discuss landscaping.

9. Audience Comments 2

There were no additional audience comments.

10. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes reported on the following items:

- Change March 14th Commission meeting to Monday, March 13th due to the municipal election
- Supervisor of Elections Office mailed out 3,506 absentee voter ballots to St. Pete Beach residents
- Candidate Forum Night is scheduled for Thursday, February 16th at 6:30 p.m.
- Mayors' Prayer Brunch sponsored by "The Club at Treasure Island" is scheduled for Friday, February 24, 2017 at 11:30 a.m.
- Suncoast League of Cities luncheon is scheduled for 11:30 a.m., February 17th at Palms of Pasadena Hospital

City Manager Saunders did not submit a report.

City Attorney Dickman did not submit a report.

Commissioner Pletcher reported on the following item:

- Vina del Mar playground equipment

Commissioner Friszolowski reported on the following item:

- Lido Beach Homeowners Association meeting scheduled for 6:00 p.m. on Thursday, February 16th at Lido Park

Commissioner Finnerty reported on the following item:

- Egan Park, Phase II

Vice Mayor Falkenstein reported on the following items:

- Personal and property safety
- Beach Goes Pops celebration will be held April 28 and April 29, 2017
- Sports Festival celebration will be held April 29, 2017
- Jetty construction at Upham Beach
- Buoy placement
- Blind Pass Road rehabilitation to begin soon
- Gulf Beaches Historical Museum will hold a 100th Anniversary celebration
- Adopt-A-Bench program and Honor Walk program
- St. Pete Beach Classic
- Fee structure revisions

Mayor Schechner reported on the following items:

- County Task Force and Florida delegation
- Sunday Market along Corey Avenue
- Afternoon music at the Community Center on February 26, 2017
- Pass-a-Grille Shuffleboard Court
- USCG Auxiliary boat safety program
- AARP representatives at the Library to assist with tax returns

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 8:45 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Deborah Schechner, Mayor

Minutes approved on: _____

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorization to install a banner over 75th Ave for CABA's Sidewalk Sale in April 6-8, 2017

Date: March 13, 2017

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The Corey Area Business Association request permission to have a banner erected over 75th Ave announcing their Sidewalk Sale held April 6-8, 2017. The City Commission must approve their request in order to get permission from FDOT to erect the banners. If approved, the banners will be installed on March 31 and removed April 10, 2017

The Public Services Department charges \$184.00 for each banner installation.

Requested Motion: "I move to authorize the approval of the Application for installation over 75th Avenue."

Attachments: Event and banner application

**Reviewed by
City Manager** WS



City of St. Pete Beach Recreation Department

Event Application

Applicant

Applicant: YVONNE MARCUS, V.P.
Name of Applicant: COREY AREA BUSINESS ASSOC Title (if applicable): V.P.

Name of Organization (if applicable): COREY AREA BUSINESS ASSOCIATION

Tax Exempt? ☒ Yes ☐ No Non-Profit? ☒ Yes ☐ NO If yes on either, please provide documentation

Mailing Address: P.O. BOX.

Cell Phone: _____ Email: artexpogallery@tampabay,rr.com

Event Information

Event Title: COREY AVE SIDEWALK SALE Event/Organization Web Address: www.coreyave.com

Event Location(s): SIDEWALK, NORTH + SOUTH SIDE OF COREY AVENUE

Event Date(s) & Time(s) 300 + 400 BLOCK (NORTH SIDE OF 400 BLOCK ONLY)

Date	Day of the Week	Start Time	End Time
<u>APRIL 6, 7, 8</u>	<u>THURS, FRI, SAT.</u>	<u>10 AM</u>	<u>5 PM</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): _____ Time(s) _____ to _____

Cleanup Date(s): _____ Time(s) _____ to _____

Description of Event: SALE ITEMS ON RACKS + TABLES IN FRONT OF SHOPS / LIVE MUSIC.

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): _____

Event Logistics

Estimated Attendance 300 per day.
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: SALE ITEMS ON RACKS + TABLES IN FRONT OF SHOPS. / LIVE MUSIC

List all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map) _____

All the above require a temporary structure permit. Cost for each is \$25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) LIVE MUSIC - SINGULAR MUSIC

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) _____

BOWN ~~7:00 PM~~ 9 4 PM
11 AM

Electricity Needed ☐ Yes ☒ No Source: _____

Will portable restrooms be used? ☐ Yes ☐ No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☐ Yes ☒ No If yes (include on site plan)
How Many? _____ Size: _____ Installation Date: _____ Removal Date: _____

Please list any admission charges, donations, parking, registration or other fees and how much? _____

Does Event require any Road or Sidewalk Closures? ☒ Yes ☐ No SIDEWALK VS

If yes, you must include all the details in the site plan including streets and times ONE

Road	Start Intersection	End Intersection	Date	Times
_____	_____	_____	_____	<u>NO C</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department with in the City of St. Pete Beach may result in a denial of my request.

Yvonne MARCUS
Print Name

CABA
Corporation Name (if applicable)

Yvonne Marcus
Signature

2/28/2017
Date

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATION

Name of Applicant/Organization: COREY AREA BUSINESS ASSOC.Address: P.O. BOX 67393Telephone #: 727 360-2953 Fax #:E-Mail: artexpogallery@tampabay.rr.comContact person (This person will serve as the contact person for all questions concerning the banner application and placement): YVONNE MARCUS.Address (if different from above): 355 COREY AVENUETelephone #: 360-2953

Fax #:

E-Mail:

Date of Request: ~~FEB 28, 2017~~ MARCH 31 through ~~MAY~~ APRIL 10, 2017

LOCATION AND DISPLAY PERIOD

This is a request to place ☐ pole banners ☒ street banners ☐ on the right of way of:Highway name & number: 7th Ave E BOCA CIEGA DRIVE (CR 693)SECT 15/10
SR 693
MPO 096

From (south or west limits):

To (north or east limits):

Highway name & number:

From (south or west limits):

To (north or east limits):

Highway name & number:

From (south or west limits):

To (north or east limits):

Highway name & number:

From (south or west limits):

To (north or east limits):

Projected installation date:

Banners will be removed on or before (if applicable):

Signature of Applicant
or Contact Person: Yvonne MarcusDate: 2/28/2017

LOCAL GOVERNMENTAL ENTITY APPROVAL

Name of Local Governmental Entity: City of St. Pete BeachName of signing official (please print): Wayne Saunders, City Manager

Telephone #:

Fax #:

E-Mail:

Signature of local official:

Date:

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

Engineer (or designee):

Date:

75-9VE & 8001

FDOT PERMIT #

WIS 1-2-49-006

RECEIVED
APR 25 2011

WISCONSIN

Good Clegg
1700 N. 10th St.

LOREY THE SIDEWALK SALE OUT 10

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorization to install a banner over 75th Ave for Beach Goes Pop held on April 28 & 29, 2017

Date: March 13, 2017

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The chairperson for the event, Beach Goes Pop, requests permission to have a banner erected over 75th Ave announcing the event held April 28 & 29, 2017. The City Commission must approve their request in order to get permission from FDOT to erect the banners. If approved, the banners will be installed on April 17 and removed May 1, 2017

Requested Motion: “I move to authorize the approval of the Application for installation over 75th Avenue.”

Attachments: Banner application

**Reviewed by
City Manager** WS

APPLICATION TO PLACE BANNERS ON NON LIMITED ACCESS RIGHT OF WAY

FOR FDOT USE ONLY

Permit No.:

APPLICANT INFORMATIONName of Applicant/Organization: Beach Goes PopsAddress: 1500 Pass-A-Grille Way, St Pete BeachTelephone #: 727-415-8737 Fax #: _____ E-Mail: dmicklitsch@gmail.comContact person (This person will serve as the contact person for all questions concerning the banner application and placement): ~~Bev Jackson~~ Danielle MicklitschAddress (if different from above): 2373 W. Vlna Del MarTelephone #: Same Fax #: _____ E-Mail: SameDate of Request: 2/16/17**LOCATION AND DISPLAY PERIOD**This is a request to place ☒ pole banners ☒ street banners ☒ on the right of way of:Highway name & number: 75th AvenueFrom (south or west limits): 200 - 75th AvenueTo (north or east limits): 100 - 75th AvenueHighway name & number: Bayway

From (south or west limits): _____

To (north or east limits): _____

Highway name & number: _____

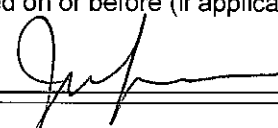
From (south or west limits): _____

To (north or east limits): _____

Highway name & number: _____

From (south or west limits): _____

To (north or east limits): _____

Projected installation date: 4-17-17Banners will be removed on or before (if applicable): 5-1-17Signature of Applicant
or Contact Person: Date: 2/16/17**LOCAL GOVERNMENTAL ENTITY APPROVAL**Name of Local Governmental Entity: City of St Pete BeachName of signing official (please print): Wayne Saunders, City Manager

Telephone #: _____ Fax #: _____ E-Mail: _____

Signature of local official: _____ Date: _____

CONDITIONS AND STIPULATIONS AGREED TO BY THE APPLICANT

1. Pole banners must be at least 14 ½ feet above the pavement elevation. Street banners must be a minimum of eighteen (18) feet above the pavement elevation.
2. Pole banners will clear the face of the curb (if present) by at least two (2) feet.
3. The applicant (or applicant's designee) will maintain the banners as permitted.
4. The installation of the banners will not require the installation of poles or other support devices on the right of way.
5. The applicant and sponsoring organization will hold the Florida Department of Transportation harmless to the extent allowed by the laws of Florida in all matters concerning the banners and bear all expenses for defense of claims against the Florida Department of Transportation.
6. The applicant is responsible for any damages to public property resulting from the materials or the work of this permit.
7. A sketch of the proposed banners is attached.
8. View of traffic control devices is not impeded to those served by the erection of these permitted banners.

Signature of District Permits

**St. Pete Beach City Commission
Agenda Report**

Issue

Considered: Authorize the City Manager to enter into a Cooperative Funding Agreement with the Southwest Florida Water Management District (SWFWMD) for the final 70% of design as well as the construction of Phase II of the Pass-A-Grille Way Reconstruction project (from 19th Avenue to 1st Avenue).

Date: March 13, 2017

Prepared By: Mike Clarke, Public Services Director

**Summary
of Issue:**

On March 8, 2016, the City into a Cooperative Funding Agreement with the Southwest Florida Water Management District (SWFWMD) for the first 30% of the design of Phase II of the Pass-A-Grille Way Reconstruction project (from 19th Avenue to 1st Avenue).

Based on the information provided to SWFWMD by City staff and consultants, the district has earmarked up to \$3.1M in matching reimbursement funds for the remaining 70% of the design plans as well as for construction.

Funding: CIP – Phase II (South) of the PAGW Reconstruction Project

**Requested
Motion:**

“I move to authorize the City Manager to enter into a Cooperative Funding Agreement with the Southwest Florida Water Management District (SWFWMD) for the final 70% of design as well as construction of Phase II of the Pass-A-Grille Way Reconstruction project (from 19th Avenue to 1st Avenue).”

Attachments: SWFWMD Cooperative Funding Agreement

**Reviewed by
City Manager:** WS

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETERSBURG BEACH
FOR
SOUTH PASS-A-GRILLE WAY WATER QUALITY & FLOOD IMPROVEMENT (N712)

This FIRST AMENDMENT entered into and effective the by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and CITY OF ST. PETERSBURG BEACH, a municipal corporation of the State of Florida, whose address is 155 Corey Avenue, St. Pete Beach, Florida 33706 hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective October 1, 2015 (Agreement No. 16CF0000165), hereinafter referred to as the "Existing Agreement", for the 30% design, and third party review of the 30% design, associated with the South Pass-a-Grille Way Water Quality and Flood Improvement project to provide the necessary information to support future funding of the project; and

WHEREAS, the DISTRICT Governing Board was presented with the third party review and based thereon, approved the continued funding of the project; and

WHEREAS, the project consists of the design, permitting and construction along Pass-a-Grille Way, from 19th Avenue to 1st Avenue, hereinafter referred to as the "PROJECT"; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to modify the scope of work, increase the total project costs and modify the project budget, extend the contract period and modify the project schedule, and include new provisions applicable to the DISTRICT'S cooperatively funded projects.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Existing Agreement as follows:

1. The Scope of Work Paragraph is hereby replaced in its entirety with the following:

SCOPE OF WORK. Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the COOPERATOR'S Project Plan set forth in Exhibit "A." Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, both during and after

construction and during and after the operation and maintenance of the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

2. The Funding Paragraph is hereby replaced in its entirety with the following:

FUNDING. The parties anticipate that the total cost of the PROJECT will be Six Million Four Hundred Twenty Six Thousand Dollars (\$6,426,000). The DISTRICT agrees to fund PROJECT costs as appropriated by the DISTRICT in accordance with Subparagraph 3.1 below and anticipates funding PROJECT costs up to Three Million Two Hundred Thirteen Thousand Dollars (\$3,213,000), and shall have no obligation to pay any costs beyond this anticipated maximum amount. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

3. Subparagraph 3.1 of the Funding Paragraph is hereby replaced in its entirety with the following:

The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR recognizes that the DISTRICT has approved \$2,112,500 for the PROJECT through Fiscal Year 2017. The additional funds identified in this Agreement are contingent upon approval of such amounts by the DISTRICT Governing Board, in its sole discretion, in its annual budgets for future fiscal years. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Council of legally available funds.

4. Subparagraph 3.2 of the Funding Paragraph is hereby modified to include the following at the end of the Subparagraph:

The parties acknowledge that the DISTRICT'S reimbursement percentage stated above is subject to change if the percentage of the DISTRICT'S anticipated funding amount is changed due to subsequent Governing Board approvals, but amounts approved by the DISTRICT in its annual budget shall not be reduced after the COOPERATOR has paid PROJECT costs of incurred obligations approved by the DISTRICT pursuant to Subparagraph 3.4 and are otherwise reimbursable by the DISTRICT under this Agreement.

5. Subparagraph 3.7 of the Funding Paragraph is hereby replaced in its entirety with the following:

If at any point during the progression of the PROJECT the DISTRICT determines that it is likely that the Measurable Benefit, as set forth in the Project Plan, will not be achieved, the DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required

resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies.

Furthermore, if at any point during the progression of the PROJECT, it is determined by the DISTRICT, in its sole discretion, that the Resource Benefit as set forth in the Project Plan may not be achieved, the DISTRICT may terminate this Agreement without any payment obligation. Such termination shall be effective ten (10) days following the COOPERATOR'S receipt of written notice from the DISTRICT.

6. Subparagraph 3.11 is hereby added as follows:

Except for costs associated with the 30% design, the DISTRICT has no obligation and shall not reimburse the COOPERATOR for any costs under this Agreement until the Notice to Proceed with construction has been issued to the COOPERATOR'S contractor.

7. Subparagraph 5.1 of the Repayment Paragraph is hereby replaced in its entirety with the following:

The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to meet the Measurable Benefit; b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1.1; or d) a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, including the duration of the operation and maintenance obligations set forth in this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.

8. The Contract Period Paragraph is hereby modified to extend the contract expiration date from December 31, 2016, to December 30, 2018.

9. Subparagraph 8.3 of the Reports Paragraphs is hereby replaced in its entirety with the following:

The COOPERATOR must ensure that the design of the PROJECT maximizes the resource benefits to the greatest extent practicable. The COOPERATOR shall provide the DISTRICT with the 30%, 60%, 90% and proposed final design, including supporting documentation and Resource Benefit calculations and methodology, for review by the DISTRICT, in order for the DISTRICT to verify that the proposed design meets the requirements of the PROJECT, as set forth in Exhibit "A." A professional engineer shall, at a minimum, sign and seal the proposed final design plans. The DISTRICT shall provide a written response to the COOPERATOR within ten (10) business days of

receipt of the proposed design plans and supporting documentation either verifying the design plans appear to meet the requirements of the Agreement or stating its insufficiencies. The COOPERATOR shall not finalize the design or advertise the construction bid documents until the DISTRICT provides the required verification. The DISTRICT'S verification shall not constitute an approval of the design, or a representation or warranty that the DISTRICT has verified the architectural, engineering, mechanical, electrical, or other components of the construction bid documents or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations or law. The COOPERATOR shall require the design professional to warrant that the construction documents are adequate for bidding and construction of the PROJECT.

10. The Survival Paragraph is hereby modified to add Paragraphs 263 and 27 to those provisions that shall survive the expiration or termination of this Agreement.

11. New Paragraph 26, Operation and Maintenance, including Subparagraphs 26.1 and 26.2 are hereby added as follows:

26. OPERATION AND MAINTENANCE. After construction is completed, the COOPERATOR shall operate, use and maintain the PROJECT for a minimum of twenty (20) years, in such a manner that the Measurable Benefit required under this Agreement is achieved. In the event the PROJECT is not operated, used and maintained in accordance with these requirements, the COOPERATOR shall repay the DISTRICT an amount of five percent (5%) of total DISTRICT monies contributed to the PROJECT for each year or a fraction thereof for the early termination of the PROJECT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

26.1 Within thirty (30) days after construction is completed, the COOPERATOR shall provide the DISTRICT with construction record drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer, certifying that the Measurable Benefit has been achieved. The COOPERATOR shall provide the DISTRICT with an operation and maintenance plan that ensures the Measurable Benefit will be maintained. Every two (2) years following the completion of the PROJECT, the COOPERATOR shall generate a report describing the operations and maintenance activities that took place during the reporting period that certifies that the Measurable Benefit set forth in the Project Plan has been maintained. The COOPERATOR'S obligation to generate reports shall continue until the expiration of the 20-year operation and maintenance period.

26.2 The DISTRICT retains the right to audit any certification and the COOPERATOR shall provide documentation as requested by the DISTRICT to support its certification that the specified Measurable Benefit has been maintained.

12. New Paragraph 27, Compensatory Treatment and Mitigation, is hereby added as follows:

COMPENSATORY TREATMENT AND MITIGATION. This PROJECT shall not be used by the COOPERATOR or any other entity as compensatory water quality treatment or wetland mitigation or any other required mitigation due to impacts for any projects. In the event the PROJECT is used for compensatory water quality treatment or mitigation for another project in violation of this Paragraph, the COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement. The PROJECT can be used for self-mitigation due to impacts specifically associated with the construction of the PROJECT.

13. The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this First Amendment on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Amanda Rice, P. E. Date
Assistant Executive Director

CITY OF ST. PETERSBURG BEACH

By: _____
Wayne Saunders Date
City Manager

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETERSBURG BEACH
FOR
SOUTH PASS-A-GRILLE WAY WATER QUALITY & FLOOD IMPROVEMENT (N712)

EXHIBIT "A"
PROJECT PLAN

PROJECT DESCRIPTION

The PROJECT is a cooperative funding project located at the southern end of St. Pete Beach (COOPERATOR) in Pinellas County, between 1st Avenue and 19th Avenue. The goal of the PROJECT is to design, permit, and construct nutrient separating baffle boxes to provide stormwater treatment for approximately 64 acres that currently has no water quality infrastructure. Additional improvements will be constructed to alleviate localized street flooding up to the 25-year/24-hour storm event which may include the addition of a stormwater pump station, replacement of stormwater inlets and undersized stormwater pipes.

RESOURCE BENEFIT

Reduction of pollutant loads to Boca Ciega Bay by an estimated 9 lbs/year TP, 7,733 lbs/year TSS, and 59 lbs/year TN.

MEASURABLE BENEFIT

Construction of LID BMPs to treat approximately 64 acres (1st Avenue to 18th Avenue infrastructure) of high density residential stormwater runoff.

COOPERATOR PROJECT TASKS

Key tasks to be performed by the COOPERATOR include:

1. **30 PERCENT DESIGN AND ENGINEERING REPORT** - The COOPERATOR will complete design plans to the 30% design which will include sufficient information for a third party review such as:
 - A. 30% Construction plan sheets
 - B. Engineering report to include resource benefit calculations and methodology
 - C. Hydrologic and Hydraulic modeling documents
 - D. Engineers preliminary opinion of probable construction cost
 - E. Estimate of schedule
2. **REMAINING DESIGN AND PERMITTING** – The COOPERATOR shall provide for survey, geotechnical services, design plans to include Resource Benefit calculations and methodology, and technical specifications for construction. The COOPERATOR shall prepare and submit all necessary permit applications and obtain necessary approvals.
3. **BIDDING & CONTRACT AWARD** – The COOPERATOR shall procure a contractor to implement the PROJECT based on the final design plans and approved permits in accordance with the procurement laws applicable to the COOPERATOR.

4. **CONSTRUCTION** – The COOPERATOR shall construct the PROJECT in conformance with the final design plans, specifications and approved permits.
5. **CONSTRUCTION ENGINEERING AND INSPECTION (CEI)** – The COOPERATOR shall review all shop drawings, complete engineering inspections and monitor all phases of construction by means of survey, observations, and materials testing to give reasonable assurance that the construction work conforms to the permitted plans and design specifications. The COOPERATOR shall provide the DISTRICT with inspection documents and photographs.
6. **AS-BUILT SURVEY, RECORD PLANS AND CERTIFICATE OF COMPLETION** – The COOPERATOR shall obtain and provide the following to the DISTRICT: an As-Built Survey signed and sealed and certified by a licensed Florida professional surveyor and mapper, the Record Plans and the Certificate of Construction Completion, signed and sealed by the professional engineer responsible for construction support, monitoring and inspection services. The COOPERATOR shall obtain the Resource Benefit calculations and methodology, signed and sealed by a professional engineer, following completion of construction.
7. **OPERATION AND MAINTENANCE** - The COOPERATOR shall provide for the perpetual operation and maintenance of the completed PROJECT to provide efficient pollutant removal and ensure PROJECT functions in accordance with the design expectations, and conforms to all the conditions specified in the environmental permits issued for the PROJECT. The COOPERATOR shall be identified as the entity responsible for all operation and maintenance requirements in all permits issued for the PROJECT. The COOPERATOR shall prepare an Operation and Maintenance Plan, including maintenance details specific to baffle box and tidal control devices, detailing the inspection and maintenance activities to ensure optimum performance of the PROJECT improvements.

DISTRICT PROJECT TASKS

THIRD PARTY REVIEW OF THE 30 PERCENT DESIGN, COSTS, AND SCHEDULE – The DISTRICT shall perform a third party review of the PROJECT'S 30% design, cost estimates, schedule, and analysis of measurable benefit methodology shall be implemented by the DISTRICT. The DISTRICT will select and contract with an independent consultant that is not a member of the CONSULTANT'S design team.

The COOPERATOR will ensure that its CONSULTANT fully cooperates in making all pertinent and appropriate

COOPERATOR DELIVERABLES

- 30% design and third party review
- Status Reports
- Construction plans, to include Resource Benefit calculations and methodology, at the 30% design level
- 30% engineering report
- Model data
- Estimate of proposed construction cost at 30% design
- Estimate of schedule
- Copy of contract with consultant (prior to execution)
- Copy of executed contract with consultant
- Copy of Notice-to-Proceed to consultant
- Minutes of kick-off meetings, progress meetings, and other meetings
- One (1) set, electronic and hardcopy, of any final reports
- Quarterly status reports
- Third party review documents: 30% design plans, engineering report to include resource benefit calculations and methodology, hydrologic and hydraulic modeling documents, engineers preliminary opinion of probable construction costs, and estimate of schedule
- Design plans, to include Resource Benefit calculations and methodology, at 60%, 90% and proposed final design levels; include electronic, CAD and if available, GIS files at proposed final design
- One (1) set, electronic and hardcopy, of any final reports
- Engineer's opinion of probable cost at 60%, 90% and proposed final design and final construction drawings
- Technical Specifications at 60%, 90% and proposed final design
- Operation and Maintenance Plan
- Copy of all required federal, state and local environmental permit application packages, requests for additional information, and final permit approvals
- Construction bid packages for cost approval (prior to posting)
- Copy of contract with consultant and contractor (for cost approval, prior to execution)
- Copy of executed contract with consultant and contractor
- Copy of Notice-to-Proceed to contractor
- Copy of Construction Permits
- Minutes of kick-off, pre-application and progress meetings
- Digital photos of stages of construction
- Construction inspection reports and construction certification
- Construction record drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer, including electronic and CAD
- Minority/Women Owned and Small Business Utilization Report
- Upon DISTRICT request, biennial Operation and Maintenance Report

DISTRICT DELEIVERABLES

- Third party review report

PROJECT SCHEDULE

TASK DESCRIPTION	START	FINISH
30% Design	12/15/2015	4/1/2016
Third Party Review	4/28/2016	6/29/2016
60% Design	08/30/16	10/15/2016
90% Design	10/15/16	12/01/16
Final Design & Permitting	12/01/16	01/01/17
Bidding & Contract Award	01/01/17	03/01/17
Construction and Construction Engineering & Inspection (CEI)	03/01/17	06/01/18
As-Built Survey, Record Drawings & Completion Certification	06/01/18	08/01/18

Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

PROJECT BUDGET

TASK DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
30% Design	\$82,500	\$112,500	\$195,000
Third Party Review	\$30,000	\$0	\$30,000
Remaining Design & Permitting	\$167,500	\$167,500	\$335,000
Construction	\$2,933,000	\$2,933,000	\$5,866,000
Construction Engineering & Inspection (CEI)	\$0	\$0	\$0
TOTAL	\$3,213,000	\$3,213,000	\$6,426,000

Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. COOPERATOR must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the consultant or contractor agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.

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**St. Pete Beach City Commission
Agenda Report**

Issue

Considered: Authorize the City Manager to enter into a purchase agreement with Insituform Technologies, LLC for of \$16,095.90 for Stormwater System Damage Assessment.

Date: March 13, 2017

Prepared By: Mike Clarke, Public Services Director

**Summary
Of Issue:**

During Hurricane Hermine, the City experienced damage to eight reinforced concrete stormwater outfall pipes.

On January 31, 2017, the City received sealed bids from five contractors to perform repairs on these outfall pipes. After a review of the lump sum prices provided, Insituform Technologies, LLC was determined to be the lowest qualified bidder to perform the initial cleaning and televising of the pipes.

Upon completion and review of the televising, the final scope of the required repairs will be determined and an additional purchase order will be issued to perform the repair work.

Since the damage which made this assessment necessary was the result of Hurricane Hermine, which was a presidentially declared emergency/disaster event, it is the City's intention to seek reimbursement from the Federal Emergency Management Agency (FEMA) for services provided under this purchase agreement.

Funding: Stormwater Improvements (103.6108.537.5655)

Requested Motion: "I move to authorize the City Manager to enter into a purchase agreement with Insituform Technologies, LLC for of \$16,095.90 for Stormwater System Repairs."

Attachments: Purchasing Agreement
Bid Tabulation

**Reviewed by
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Insituform Technologies, LLC

Stormwater System Repairs Resulting from Hurricane Hermine's Presidential Emergency Disaster Declaration

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Insituform Technologies, LLC (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Chapter 119, Florida Statutes. Vendor shall abide by the legal requirements referenced above and in Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**
3. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
4. Vendor shall deliver the goods, or provide the services, described herein no later than May 31, 2017 ("completion date").
5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor the sum of \$16,095.90 as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.
7. Vendor fully warrants the title to any and all goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.
8. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.
9. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.
10. Vendor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.
11. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

12. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

13. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

14. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

15. The following Exhibits shall be attached, incorporated and made a part of this Agreement:

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

16. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

17. Vendor hereby acknowledges that the person executing this Agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

18. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Vendor:

Insituform Technologies, LLC
Attn.: Diane Partridge
17988 Edison Avenue
Chesterfield, MO 63005

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

19. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

20. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

21. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

Insituform Technologies, LLC

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

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 (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)



1/31/2017
10:00AM

Bid Tabulation - Stormwater System Repairs Resulting from Hurricane Hermine's Presidential Emergency Disaster Declaration

Bid Items	Hinterland Group	Insituform	Shenandoah	Subterranean Tech	VacVision
7801 Boca Ciega Drive					
Cleaning/Televising	\$3,500.00	\$2,939.40	\$2,500.00	\$5,120.00	\$7,500.00
Point Repair	\$5,000.00	\$13,574.50	\$12,500.00	\$7,462.00	\$18,000.00
Lining	\$32,000.00	\$19,328.00	\$23,856.00	\$19,951.00	\$26,000.00
650 79th Avenue					
Cleaning/Televising	\$3,500.00	\$769.50	\$1,600.00	\$1,645.00	\$7,500.00
Point Repair	\$8,000.00	\$13,574.50	\$11,500.00	\$6,760.00	\$15,000.00
Lining	\$24,000.00	\$10,557.90	\$6,548.00	\$6,050.00	\$15,000.00
8400 Gulf Boulevard					
Cleaning/Televising	\$3,500.00	\$2,064.00	\$2,500.00	\$5,769.00	\$7,500.00
Point Repair	\$5,000.00	\$13,574.50	\$11,500.00	\$5,824.00	\$15,000.00
Lining	\$20,000.00	\$8,430.70	\$14,040.00	\$19,721.00	\$18,000.00
7261 Bay Street					
Cleaning/Televising	\$3,500.00	\$2,327.00	\$2,500.00	\$6,489.00	\$7,500.00
Point Repair	\$5,000.00	\$13,574.50	\$14,500.00	\$5,824.00	\$15,000.00
Lining	\$20,000.00	\$8,865.70	\$15,795.00	\$22,186.00	\$20,000.00
271 South Julia Circle					
Cleaning/Televising	\$3,500.00	\$2,308.50	\$3,200.00	\$4,870.00	\$7,500.00
Point Repair	\$5,000.00	\$13,574.50	\$11,500.00	\$6,760.00	\$15,000.00
Lining	\$24,000.00	\$14,160.40	\$19,643.00	\$18,085.00	\$18,000.00
341 South Julia Circle					
Cleaning/Televising	\$3,500.00	\$2,002.00	\$3,200.00	\$5,047.00	\$7,500.00
Point Repair	\$5,000.00	\$13,574.50	\$11,500.00	\$6,279.00	\$15,000.00
Lining	\$24,000.00	\$10,861.60	\$15,278.00	\$18,006.00	\$18,000.00
5930 Bali Way North					
Cleaning/Televising	\$3,500.00	\$1,548.00	\$2,500.00	\$4,326.00	\$7,500.00
Point Repair	\$5,000.00	\$13,574.50	\$14,500.00	\$5,824.00	\$15,000.00
Lining	\$20,000.00	\$7,560.70	\$10,530.00	\$14,791.00	\$18,000.00
4500 Plaza Way					
Cleaning/Televising	\$3,500.00	\$2,137.50	\$2,800.00	\$4,516.00	\$4,279.49
Point Repair	\$5,000.00	\$13,574.50	\$10,500.00	\$6,760.00	\$376.75
Lining	\$24,000.00	\$13,760.20	\$19,643.00	\$16,746.00	\$724.45
TOTALS					
Cleaning/Televising	\$28,000.00	\$16,095.90	\$20,800.00	\$37,782.00	\$56,779.49
Point Repair	\$43,000.00	\$108,596.00	\$98,000.00	\$51,493.00	\$108,376.75
Lining	\$188,000.00	\$93,525.20	\$125,333.00	\$135,536.00	\$133,724.45

**St. Pete Beach City Commission
Agenda Report**

Issue

Considered: Authorize the City Manager to enter into an Interlocal Agreement between Pinellas County and the City of St. Pete Beach to provide \$120,000 for construction of two replacement dune walkovers at public beach access sites located at the west ends of 12th and 16th Avenues.

Date: March 13, 2017

Prepared By: Mike Clarke, Public Services Director

**Summary
of Issue:**

Many of the City's dune walkovers are severely weathered and, as a result of unavoidable sand displacement and migration, are no longer in compliance with Florida Department of Environmental Protection (FDEP) beach and dune walkover guidelines with regard to dimensions and dune clearance.

To assist in bringing several of these walkovers back into compliance, the County is offering an Interlocal Agreement to provide the City with \$120,000 to aid in construction costs.

Funding: 301.8000.590.5650 (reimbursed by Pinellas County)

**Requested
Motion:**

"I move to authorize the City Manager to enter into an Interlocal Agreement between Pinellas County and the City of St. Pete Beach to provide \$120,000 for construction of two replacement dune walkovers at public beach access sites located at the west ends of 12th and 16th Avenues."

Attachments: Interlocal Agreement

**Reviewed by
City Manager:** WS

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.



**INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND THE CITY OF ST PETE BEACH
FOR
CONSTRUCTION OF REPLACEMENT DUNE WALKOVERS AT
PUBLIC BEACH ACCESS SITES
(PID NO. 000139A/7002)**

THIS AGREEMENT (this "Agreement"), entered into on the _____ day of 2017, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the CITY OF ST. PETE BEACH, a municipal corporation of the State of Florida, hereinafter called the CITY.

WHEREAS, this Agreement is made and entered between the parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," and

WHEREAS, the Coastal Management portion of the COUNTY'S Capital Improvement funds exist for the specific use of public beach enhancement, and

WHEREAS, the CITY desires to provide dune walkovers for public beach access to promote and obtain environmental benefits within the community, and

WHEREAS, the CITY has demonstrated a successful dune restoration program that includes public access improvements, dune walkover maintenance, vegetation planning, and a dune preservation zone, and

WHEREAS, the COUNTY and the CITY desire to coordinate and cooperate in their efforts to enhance additional beach access sites within the CITY.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by all parties, it is hereby agreed by and between the parties as follows:

SECTION 1
SERVICES TO BE PROVIDED BY THE CITY

In accordance with the terms of this Agreement, the CITY shall fully administer the design and installation of no more than two (2) dune walkover structures. As evidenced by the map attached as Exhibit A hereto, the dune walkovers may only replace any of the existing dune walkovers at 12th and 16th Avenue. In identifying a contractor to install any dune walkovers, the CITY shall follow its standard procurement and competitive bidding procedures, and shall seek at least three (3) competitive bids. The CITY shall review these bids with the COUNTY prior to the award of any construction contract. The CITY shall be responsible for obtaining any permits or approval required from regulatory agencies. Once the dune walkovers are constructed, the CITY agrees to assume in perpetuity any and all maintenance responsibilities associated with the dune walkovers, along with any signs, fixtures, or appurtenances thereto required by the construction contract or any permitting regulatory agencies,

SECTION 2
SERVICES TO BE PROVIDED BY THE COUNTY

The COUNTY shall reimburse the CITY in accordance with Section Three (3) of this Agreement below for the installation of up to two dune walkovers. The COUNTY shall reimburse the CITY for the COUNTY's share of project costs upon construction completion and invoice by the CITY.

The CITY understands that the COUNTY's performance of this Agreement is contingent upon annual appropriation of adequate funds by the Pinellas County Board of County Commissioners allocated for the COUNTY's obligations hereunder. If such appropriations by the Board of County Commissioners are reduced or eliminated, authorization for continuation and completion of work and payment associated therewith may be rescinded at the discretion of the COUNTY upon delivery of proper notice to the CITY. This Agreement shall terminate upon delivery of such notice, unless otherwise stipulated by the COUNTY therein. The parties understand that this Agreement is not a commitment of future appropriations by the Board of County Commissioners.

SECTION 3
PROJECT FUNDING

The COUNTY agrees to fund 100% of the cost of constructing up to two dune walkovers within the CITY, up to an amount not to exceed one hundred twenty thousand and 00/100 dollars (\$120,000.00). Documentation of expenditures for the dune walkovers shall be provided to the COUNTY by the CITY with and in support of the reimbursement request.

The CITY recognizes that its records relating to this Agreement may be public records subject to Chapter 119, Florida Statutes and agrees to fully comply with said statute. The CITY shall retain all records in such a manner that will permit their inspection and disclosure under Chapter 119, Florida Statutes as applicable. Above and beyond any requirements imposed by Chapter 119, Florida Statutes, the CITY shall retain all records relating to this Agreement in accordance with Generally Accepted Accounting Principles for a period of at least five (5) years after final payment is made. Such

records are subject to audit by the County at any time during the term of this Agreement and the following five (5) years after final payment is made, the cost of the audit to be paid by the County.

SECTION 4 ADDITIONAL SERVICES

The COUNTY and CITY shall not enter into Additional Services that require additional reimbursement without prior written approval by the COUNTY. Except as explicitly provided herein, this Agreement is not intended to affect the current and future maintenance responsibilities of either party and does not imply availability of future funding for this type of installation.

SECTION 5 TERMINATION AND AMENDMENT OF AGREEMENT

This Agreement may be terminated by either party upon thirty (30) days written notice if conditions arise, such as lack of available funding, that dictate that it is in the public interest to terminate. This Agreement may be modified only in writing executed by all parties. This Agreement shall be binding upon the parties, their successors, assigns and legal representatives; however, the CITY may only assign this Agreement with prior written consent of the COUNTY.

SECTION 6 OFFICAL NOTICE

All notices required by law and by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Public Works
Attn: Coastal Coordinator
22211 US 19, Building 10
Clearwater, FL 33765

CITY: City of St Pete Beach
Attn: Public Services Director
155 Corey Avenue
St. Pete Beach, FL 33706

SECTION 7 AGREEMENT TO BE FILED WITH THE CLERK OF THE CIRCUIT COURT

Prior to its effectiveness, this Agreement and subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County.

**SECTION 8
TERM**

This Agreement will become effective upon execution by both parties and shall remain in effect until **December 31, 2018**.

**SECTION 9
INDEMNITY AND HOLD HARMLESS**

The COUNTY and CITY agree to be fully responsible for their own acts of negligence, or their respective agents, contractors, and the agent's and contractor's employees acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence to the extent permitted by section 768.28, Florida Statutes. Any contract the CITY enters into that is the subject of this agreement shall contain language that specifically indemnifies the COUNTY from any and all acts of the contractor and its agents. Nothing herein is intended to serve as a waiver of sovereign immunity by either the COUNTY or the CITY. Nothing herein shall be constructed as consent by the COUNTY or CITY to be sued by third parties in any manner arising out of this Agreement.

**SECTION 10
GOVERNING LAW**

The laws of the State of Florida shall govern this Agreement.

**SECTION 11
MISCELLANEOUS**

This document embodies the whole agreement between the parties. There are no promises, terms, conditions or allegations other than those contained herein and this document shall supersede all previous communications, representations and/or agreement, whether written or verbal, between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, the day and year first above written.

CITY OF ST PETE BEACH, a municipal
corporation of the State of Florida

PINELLAS COUNTY, a political
subdivision of the State of Florida,
by and through its County
Administrator

By: _____
Wayne Saunders
City Manager

By: _____
Mark S. Woodard
County Administrator

ATTEST: _____
City Clerk

APPROVED AS TO FORM

By: _____
City Attorney

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorize the City Manager to approve two change orders to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project totaling \$31,007.18 for changes orders 13 and 14.

Date: March 13, 2017

Prepared By: Mike Clarke, Public Services Director

Summary of Issue: The attached Change Orders present items not contained in the City's original contract with David Nelson Construction for the Pass-a-Grille Way Reconstruction (W. Maritana Drive to 19th Avenue) project.

Change Order 13: Nelson performed work on Duke infrastructure to assist in expediting the undergrounding of electric service. Duke will credit this amount to our final invoice/adjustment at the completion of the project.

Change Order 14: These items are related to potable water service. Therefore, the City will pay Nelson for the services described and will be reimbursed by Pinellas County.

Funding: CIP – Pass-A-Grille Way Reconstruction Project

Requested Motion: “I move to authorize the City Manager to approve two change orders to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project totaling \$31,007.18 for change orders 13 and 14”

Attachments: Change Order Numbers 13 and 14

**Reviewed by
City Manager:** WS



CHANGE ORDER NO. 13

PROJECT IDENTIFICATION:

Project Name: Pass-A-Grille Way Reconstruction from W. Maritana Dr. to 19th Ave

CONTRACTOR: David Nelson Construction Company

CONTRACT: The Agreement dated 07/08/2015 between David Nelson Construction Company and the City of St. Pete Beach for the above described Project.

The Contract is changed as follows:

- *SETTING DUKE BOXES FROM 29TH TO 19TH – The changes shall be made as described in Nelson's price proposal dated 12/02/2016. Six additional contract days.*

\$ 15,756.00

Total Addition to Contract Sum

\$ 15,756.00

Contract Sum with prior approved Change Orders was:

\$ 10,093,828.52

The Contract Sum will be increased by this Change Order
for the items described above in the amount of:

\$ 15,756.00

The new Contract Sum, including this Change Order, will be:

\$ 10,109,584.52

The Contract Time will be changed as follows:

+ 6 days

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of 6 calendar days to the Contract Time.

CHANGE ORDER NO. 13

OWNER/CITY:

CONTRACTOR:

By: _____

By: _____

Name: Wayne Saunders

Name: _____

Title: City Manager, St. Pete Beach

Title: _____

Date: _____

Date: _____



General Contractors
Heavy Construction
Engineers
Site Work

"An Equal Opportunity Employer"

Date: December 2, 2016

To: Ian Wade
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org

Re: **SETTING DUKE BOXES FROM 29TH TO 19TH**

Duke Energy requested that Nelson install the remaining transformer, switch gear and pull boxes. The attached prices were agreed to by the City and Duke Energy.

- 4.8' x 7.3' x 5' boxes, 9 each, at \$900 per box
- 3.3' x 4.8' x 2' boxes, 10 each, at \$750 per box

Duke is to supply the above boxes to the site. If the number of boxes changes from the above, another change order will be written based on the above unit rates. Setting these 19 boxes will require an additional 6 contract days.

I am available to meet with you should further explanation be necessary.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
(727) 786-8894 Fax

www.nelson-construction.com

3483 Alternate 19
Palm Harbor, Florida 34683

City of St Pete Beach – Pass a Grille Way – Phase 1**PROJECT DETAILS**

Project Name: *Pass a Grille Way - Phase 1 - Don Cesar to 19th Ave*
Sponsor: *City of St Pete Beach*

CHANGE DETAILS

Change Order Number: *0001*
Change Requester: *Miriam Tucker - Duke Energy Project Manager*
Change Request Date: *9/14/2016*
Change Urgency: *High*
Alternatives Available: *No*

Change Description:
Nelson Construction to install small and large pull boxes from 30th Avenue South to 19th Avenue

Change Drivers:
Project schedule impact

Change Benefits:
Minimize schedule delays for Duke Energy's contractor to install boxes at a later time. Also eliminates the need to dewater the locations multiple times.

Change Costs:
10 large pull boxes at \$900/each = \$9,000
10 small pull boxes at \$750/each = \$7,500
Total = \$16,500

Scope Change:
Nelson Construction to install the large and small pull boxes instead of Duke Energy and/or one of its contractors. Duke Energy to provide the 10 large pull boxes and 10 small pull boxes.

Schedule Change:
No schedule changes

IMPACT DETAILS

Project Impact:
By having Nelson Construction install the 10 large pull boxes and 10 small pull boxes, this will eliminate the need for Duke Energy and/or its contractors to come back in the future and perform any conduit re-adjustments, dewater the same locations and will positively impact the project schedule.

Risk Change or Impacts:
Minimizes future schedule delays

The City of St Pete Beach to pay Nelson Construction directly the costs associated with the installation of the 10 large pull boxes and 10 small pull boxes, not to exceed \$16,500, as identified above in "Change Costs". At the end of phase 1 construction, Duke Energy will reconcile the total project cost and credit any costs associated to the installation of these pull

APPROVAL DETAILS

Submitted by
Name: *Miriam Tucker*
Signature:
Date: *9/15/2016*

Approved by
Name:
Signature:
Date:



CHANGE ORDER NO. 14

PROJECT IDENTIFICATION:

Project Name: Pass-A-Grille Way Reconstruction from W. Maritana Dr. to 19th Ave

CONTRACTOR: David Nelson Construction Company

CONTRACT: The Agreement dated 07/08/2015 between David Nelson Construction Company and the City of St. Pete Beach for the above described Project.

The Contract is changed as follows:

1. *RELOCATE 2" WATER METER & BACKFLOW AT 2703 PASS A GRILLE WAY – The changes shall be made as described in Nelson's price proposal dated 12/16/2016. One additional contract days.*
\$ 3,118.59
2. *ADDITIONAL VALVES ON POTABLE WATER PER PINELLAS COUNTY – The changes shall be made as described in Nelson's price proposal dated 12/02/2016. Zero additional contract days.*
\$ 7,019.50
3. *ADDITIONAL 1" POTABLE SERVICE INVESTIGATED AND INSTALLED AT YACHT CLUB – The changes shall be made as described in Nelson's price proposal dated 12/20/2016. Zero additional contract days.*
\$ 5,113.09

Total Addition to Contract Sum **\$ 15,251.18**

Contract Sum with prior approved Change Orders was: \$ 10,109,584.52

The Contract Sum will be increased by this Change Order
for the items described above in the amount of: \$ 15,251.18

The new Contract Sum, including this Change Order, will be: \$ 10,124,835.70

The Contract Time will be changed as follows: + 1 days

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of 1 calendar days to the Contract Time.

CHANGE ORDER NO. 14

OWNER/CITY:

CONTRACTOR:

By: _____

By: _____

Name: Wayne Saunders

Name: _____

Title: City Manager, St. Pete Beach

Title: _____

Date: _____

Date: _____



**General Contractors
Heavy Construction
Engineers
Site Work**

"An Equal Opportunity Employer"

Date: December 16, 2016

To: Ian Wade
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org

Re: **RELOCATE 2" WATER METER & BACKFLOW AT 2703 PAGW**

On 6/23/2016 Nelson's conduit installation crew was digging ahead of the conduit in order to locate sanitary sewer laterals. This procedure was done periodically in order to install new sanitary lateral clean outs at the right of way line, and where necessary, to lower the sanitary laterals to get them under the conduit duct bank being installed. On 6/23/2016, it was discovered that the 2 inch water meter and backflow preventer at 2603 was setting directly over the sanitary sewer lateral. This was brought to the attention of Pinellas County's onsite inspector, who recommended we send in a request for information. RFI 34 was sent on 6/24/2016 requesting direction on how to proceed with getting the 2 inch water meter and backflow preventer out of conflict with the sanitary sewer lateral. By 7/7/2016 no direction had been provided on how to proceed, and the conduit installation had reached the above conflict. Nelson forces therefore relocated the 2" water meter and backflow preventer, in order to avoid delays on the conduit installation, which was on the critical path. The meter and backflow boxes were surrounded by a larger 3'x10' concrete box, which had to be demolished and removed. These relocation efforts cost the conduit crew one day. Nelson is therefore requesting a one day extension to the contract.

I am available to meet with you should further explanation be necessary.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
(727) 786-8894 Fax

www.nelson-construction.com

**3483 Alternate 19
Palm Harbor, Florida 34683**



General Contractors
Heavy Construction
Engineers
Site Work

"An Equal Opportunity Employer"

Date: December 2, 2016

To: Ian Wade
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org

Re: **ADDITIONAL VALVES ON POTABLE WATER PER PINELLAS COUNTY**

Two valves were added to the potable water system at Pinellas County's direction:

- 10" Valve Station 41 + 51.60
- 8" Valve Station 20 + 12.50

There was no item in the Potable Water section of the schedule of values for 10" valves, so a new item was created. The County agreed in advance to use the Reclaim Water unit rate in the schedule of values for 10" valves. This is reflected in the attached schedule of values. Also attached is the email with the County agreeing to said pricing.

I am available to meet with you should further explanation be necessary.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
(727) 786-8894 Fax

www.nelson-construction.com

3483 Alternate 19
Palm Harbor, Florida 34683



General Contractors
Heavy Construction
Engineers
Site Work

"An Equal Opportunity Employer"

Date: December 21, 2016

To: Ian Wade
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org

Re: **ADDITIONAL 1" POTABLE SERVICE INVESTIGATED AND INSTALLED AT YACHT CLUB**

While installing storm drain in front of the Yacht Club, seven potable water services were found crossing the storm drain trench. Each of these services had to be investigated. It was found that two of the services were dead and abandoned, and two other services made big loops under the ground, appearing to be five services. Only one meter for the two active services could be found. Upon further investigation, the second meter was found in the flower bed against the Yacht Club building. Pinellas County provided direction to connect the second service to the new main and run it to the right of way line. This required Nelson to dewater, and then dig back down to the main to mount the service saddle and tap the main. The normal procedure is to install service saddles and taps on the pipe before it is ever put in the ground.

Please see attached email chain between Nelson, Pinellas County and the City for further clarification.

I am also available to meet with you should further explanation be necessary.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
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3483 Alternate 19
Palm Harbor, Florida 34683

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorize the City Manager to enter into a purchase agreement with Duval Ford Fleet Sales in the amount of \$47,435.00 for the purchase of a 2017 Ford Transit Utility Cargo Van.

Date: March 13, 2017

Prepared By: Mike Clarke, Public Works Director

Summary of Issue: The Wastewater Department is in need of a vehicle that can easily adapt to modern sanitary sewer inspection equipment.

The current vehicle was transferred from the Streets Department and was only used as temporary transportation of the camera equipment until a new vehicle could be purchased. This truck was not designed for the use of sanitary inspection equipment and does not allow for the efficient use of the tools or equipment.

We recommend piggybacking on the Florida Sheriff's Association Contract FSA16-VEL 14.0 chassis/ FSA16-VEL24.0, effective date October 1, 2016 – September 30, 2017, for the purchase of 2017 Ford Transit Utility Cargo Van.

Funding: FY17 - Public Services Department –Wastewater– Vehicles – 101-6107-535-5641

Requested Motion: “I move to authorize the City Manager to enter into a purchase agreement with Duval Ford Fleet Sales for \$47,434.00 for the purchase of a 2017 Ford Transit Utility Cargo Van.”

Attachments: Purchasing Agreement

**Reviewed by
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Duval Ford Fleet Sales
Ford Transit Utility Cargo Van

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Duval Ford Fleet Sales, (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement; and

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Chapter 119, Florida Statutes. Vendor shall abide by the legal requirements referenced above and in Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**
3. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.
4. Vendor shall deliver the goods, or provide the services, described herein no later than August 1, 2017 ("completion date").
5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.

7. Vendor fully warrants the title to any and all goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

8. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.

9. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

10. Vendor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

11. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

12. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

13. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

14. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

15. The following Exhibits shall be attached, incorporated and made a part of this Agreement:

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")

16. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

17. Vendor hereby acknowledges that the person executing this Agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

18. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Vendor:
Duval Ford Fleet Sales
Attn: Bambi Darr
1616 Cassat Avenue
Jacksonville, FL 32210

As to City:
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

19. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

20. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

21. This Agreement may be executed by the parties in counterpart originals with the same force

and effect as if fully and simultaneously executed as a single original document. The “Effective Date” of this Agreement shall be the date this Agreement has been executed by all parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

Duval Ford Fleet Sales

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

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 (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)



DUVAL **State Employee** **Contract Pricing**

State Employees, as well as County and City Employees and their immediate families, can now get their new Ford car, truck or SUV at **COST** using State Employee Contract Pricing.

CALL: (800) 646-0584 or go to
www.duvalford.com

CITY OF ST PETE BEACH

Prepared for:		Contract Holder	DATE:
CITY OF ST PETE BEACH JOHN KRETZER 727-363-9247 j.kretzer@stpetebeach.org		Duval Ford Fleet Sales Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 Bambi.Darr@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	1/30/17
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
<i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA16-VEL14.0 chassis / FSA16-VEL24.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i>			
Labor	Code	Equipment	Price
0	SPEC 37	2017 FORD TRANSIT UTILITY CARGO VAN E1Z	\$ 20,586.00
0	101A	BASE TRIM PACKAGE	NC
0	STD	POWER WINDOWS/ DOOR LOCKS	NC
0	S4X	T-350 HD/HIGH ROOF/ 148" EXTRA LONG WHEELBASE/ PASS SLIDING DOOR/ 10,360 GVWR	INCL
0	HEAVY DUTY	DUAL REAR WHEELS- S4X MODEL	\$ 10,000.00
0	99V	3.2L I5 DIESEL	\$ 5,644.00
0	17A	DELETE SIDE GLASS ONLY	\$ (25.00)
0	63C	HEAVY DUTY ALTERNATOR	\$ 259.00
0	57G	REAR AC/HEAT	\$ 859.00
0	TINT	LEGAL DEEP TINT	\$ 325.00
0	60C	CRUISE CONTROL	\$ 324.00
0	43B	BACK UP ALARM	\$ 124.00
0	153	FRONT LICENSE PLATE BRACKET	STD
0	61G.LINEX	SPRAY IN FLOOR LINER	\$ 995.00
0	18D	EXTERIOR UPGRADE PACKAGE	\$ 274.00
0	53K	WIRING PACKAGE	NC
0	63E	DUAL BATTERIES	NC
0	67C	UPFITTER SWITCHES	\$ 84.00
0	87E	AUX FUSE PANEL	NC
4	W-VERTEX	WHELEN 4 CORNER LED LIGHTS (CLEAR)	\$ 246.00
3	MISC	WHELEN 50" JUSTICE DIRECTIONAL LED LIGHT BAR WITH A 6 SWITCH CONTROLLER (JV8)(AMBER) PLACED TO THE REAR OF VAN (CONTACT CUSTOMER FOR PLACEMENT)	\$ 1,031.00
5	M2	(4) WHELEN M2 SERIES LED SURFACE LIGHTS WITH MOUNTS (PCC4W) (AMBER/CLEAR) CONTACT CUSTOMER FOR PLACEMENT OF LIGHTS BEFORE INSTALL	\$ 464.00
0	FPLR	FULL PARTITION WITH DOOR- KARGO MASTER HIGH ROOF (SEE PICTURE BELOW)	\$ 1,600.00
0	TEMP	TEMPORARY TAG	\$ 6.00
0	TAG	NEW CITY TAG	\$ 130.00
0	FE575	DIESEL WARRANTY-PREMIUM CARE 5YR/75,000 WITH \$0 DEDUCTIBLE	\$ 3,010.00
0			
0	W6	EXTERIOR: GREEN GEM	\$ 149.00
0	VK	INTERIOR: PEWTER VINYL	STD
0			
12	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$135 \$ 1,620.00
0	DISCOUNT	LABOR DISCOUNT	\$ (270.00)
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 47,435.00
TOTAL QUANTITY 1			TOTAL PURCHASE \$ 47,435.00

- = Standard Glass
- = Door without Glass
- = Fixed Glass Option
- = Flip Glass Option

