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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, May 09, 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.
 - a. **Presentation by John Bishop, Coastal Management Coordinator with Pinellas County Environmental Management regarding the upcoming Upham Beach Shoreline Stabilization (Rock Groin) Project.**
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. **Authorize the City Manager to sign an agreement with Pinellas County Public Works to assume responsibility for maintenance of traffic signals on state roads.**

- b. Authorize the City Manager to sign an agreement with Pinellas County Public Works to assume responsibility for maintenance of street lights on state roads.**
- c. Authorize the City Manager to sign a time extension to the Cooperative Funding Agreement between the Southwest Florida Water Management District (SWFWMD) and the City for Pass-A-Grille Way Stormwater Improvements.**

5. Action Items

- a. Authorization for the City Manager to enter an agreement with Creative Pyrotechnics for the 4th of July fireworks in the amount of \$25,000.00.**
- b. Authorize the City Manager enter into a Purchasing Agreement with Alto Construction Company, Inc. for \$39,854.00 for Asphalt Street Repairs.**
- c. Authorize the City Manager to approve change orders 16, 17, and 18 to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project for \$35,987.30, \$146,091.61, and \$59,542.08, respectively.**
- d. Approve Appointments to the Firefighters' Pension Board of Trustees**

6. Ordinances – No items submitted at this time.

7. Resolutions

- a. Approval of Resolution 2017-04, Supporting the Transportation Advocacy Group Regional Compact.**

8. Items for Discussion

- a. Powerboat USA June race update**
- b. Mobile "Food Trucks"**

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.**

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

Issue

Considered: Authorize the City Manager to sign an agreement with Pinellas County Public Works to assume responsibility for maintenance of traffic signals on state roads.

Date: May 9, 2017

Prepared By: Mike Clarke, Public Services Director

**Summary
of Issue:**

The Florida Department of Transportation (FDOT) requires the City to maintain and pay electrical costs for all traffic signals and flashing warning devices within their jurisdiction. The FDOT Traffic Signal Maintenance and Compensation Agreement is the agreement used to provide for this activity and also provides for a reimbursement by the FDOT to the City. The City, in turn contracts with Pinellas County to perform this maintenance function, but historically the reimbursement from the FDOT has not covered the cost of maintenance and the electric costs. Based on the newest proposed FDOT maintenance and compensation agreement, the County is proposing moving all state owned traffic signal and warning flashing devices to the County's agreement with the FDOT relieving the City of this responsibility.

As an example, the current year rate for County maintenance of a full traffic signal is \$4,150 plus the cost of electric service of approximately \$600 for a total of \$4,750. The reimbursement from the FDOT for that signal was only \$3,040. This means last year the out of pocket cost to the City was \$1,710 per state signal.

Under this agreement, the City will no longer be responsible for maintenance costs (including the \$1,710 out of pocket per state signal) or the electric bill.

Funding: N/A

**Requested
Motion:**

"I move to authorize the City Manager to sign an agreement with Pinellas County Public Works to assume responsibility for maintenance of traffic signals on state roads."

Attachments: Agreement

**Reviewed by
City Manager:** WS

**BOARD OF COUNTY
COMMISSIONERS**

Dave Eggers
Pat Gerard
Charlie Justice
Janet C. Long
John Morroni
Karen Williams Seel
Kenneth T. Welch



April 26, 2017

Wayne Saunders, City Manager
City of ST Pete Beach
155 Corey Ave
St. Pete Beach, FL 33706

Dear Mr. Saunders:

As you know the Florida Department of Transportation (FDOT) requires the local agency to maintain and pay electrical costs for all traffic signals and flashing warning devices within their jurisdiction. The FDOT Traffic Signal Maintenance and Compensation Agreement is the agreement used to provide for this activity and also provides for a reimbursement by the FDOT to the agency. Your jurisdiction, in turn contracts with Pinellas County to perform this maintenance function, but historically the reimbursement from the FDOT has not covered the cost of maintenance and the electric costs. Based on the newest proposed FDOT maintenance and compensation agreement the County is proposing moving all state owned traffic signal and warning flashing devices to the County's agreement with the FDOT relieving the Cities of this responsibility.

As an example the current year rate for County maintenance of a full traffic signal is \$4,150 plus the cost of electric service of approximately \$600/year for a total of \$4,750, while the reimbursement from the FDOT for that signal was \$3,040 total. This means last year the out of pocket cost to a City would be approximately $\$4,750 - \$3,040 = \$1,710$ per state signal. The new agreement has special conditions that would increase the reimbursement, but only for signals operated and monitored on a computerized signal system. Since we provide the signal system operation the County would qualify for the higher rate making it possible for us to offer to take over this responsibility from the local jurisdictions. You would no longer be responsible for maintenance costs or the electric bill.

This arrangement would only effect those signals and flashing warning devices on state roads. Devices on County and local roads would still require the maintenance contract with the County. If you wish for the County to move the state devices in your jurisdiction to the County's agreement you would not be required to sign the new proposed FDOT Traffic Signal Maintenance and Compensation agreement. Please sign below and return a copy of this letter to me if you would like for the County to make this change with the FDOT.

City Representative

Pinellas County Representative

Sincerely:
Ken Jacobs, Public Works, Transportation Director

Pinellas County Public Works
22211 U.S. 19 N. • Building 1
Clearwater, FL 33765
Main Office: (727) 464-8900
FAX: (727) 464-8915
V/TDD: (727) 464-4062

www.pinellascounty.org

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

Issue

Considered: Authorize the City Manager to sign an agreement with Pinellas County Public Works to assume responsibility for maintenance of street lights on state roads.

Date: May 9, 2017

Prepared By: Mike Clarke, Public Services Director

**Summary
of Issue:**

The Florida Department of Transportation (FDOT) requires the City to maintain and pay electrical costs for street lighting on state roads within their jurisdiction. The State Highway Lighting, Maintenance, and Compensation Agreement is used to provide for this activity and also provides for a reimbursement by the FDOT to the agency. The City, in turn contracts with Pinellas County to perform this maintenance function, or performs the maintenance activity in-house but leaves the municipality to pay the electric costs, accounting and contract management.

The County is proposing hiring additional staff to maintain street lights at a higher level of service than previously required by FDOT. The County is proposing to take over this responsibility from the municipality and moving the City's light fixtures on state roads to the County's Agreement.

Under this agreement, the City will no longer be responsible for maintenance costs or the electric bill.

Funding: N/A

**Requested
Motion:**

"I move to authorize the City Manager to sign an agreement with Pinellas County Public Works to assume responsibility for maintenance of street lights on state roads."

Attachments: Agreement

**Reviewed by
City Manager:** WS

**BOARD OF COUNTY
COMMISSIONERS**

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April 26, 2017

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City of ST Pete Beach
155 Corey Ave
St. Pete Beach, FL 33706

Dear Mr. Saunders:

As you know the Florida Department of Transportation (FDOT) requires the local agency to maintain and pay electrical costs for street lighting on state roads within their jurisdiction. The State Highway Lighting, Maintenance, and Compensation Agreement is used to provide for this activity and also provides for a reimbursement by the FDOT to the agency. Your jurisdiction, in turn contracts an outside contractor to perform this maintenance function, or performs the maintenance activity in-house but leaves the municipality to pay the electric costs, accounting and contract management. The County is proposing hiring additional staff to maintain street lights at a higher level of service than previously required by FDOT. We are proposing to take over this responsibility from the municipality and moving your state street light fixtures to the County's Agreement. You would no longer be responsible for maintenance costs or the electric bill.

This arrangement would only effect street lights on state roads. Street lights on local roads would still be the responsibility of the City. If you wish for the County to move the state street lights in your jurisdiction to the County's agreement you would not be required to The State Highway Lighting, Maintenance, and Compensation Agreement. Please sign below and return a copy of this letter to me if you would like for the County to make this change with the FDOT.

City Representative

Pinellas County Representative

Sincerely:
Ken Jacobs, Public Works, Transportation Director

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

Issue

Considered: Authorize the City Manager to sign a time extension to the Cooperative Funding Agreement between the Southwest Florida Water Management District (SWFWMD) and the City for Pass-A-Grille Way Stormwater Improvements.

Date: May 9, 2017

Prepared By: Mike Clarke, Public Services Director

**Summary
of Issue:**

The City applied to the Southwest Florida Water Management District (SWFWMD) for matching grant monies to assist in the significant stormwater improvements associated with the upcoming Pass-A-Grille Way Reconstruction Project.

Based on the information provided to SWFWMD by City staff and consultants, the district has earmarked up to \$1,881,900 in matching reimbursement funds for construction and construction engineering inspection (CEI). The final amount to be reimbursed will be based on the actual final costs of the stormwater components of the project.

Based on the anticipated schedule at the time of application, the original Cooperative Funding Agreement was set to expire on May 31, 2017. In light of the delays experienced throughout this project, the City has requested the execution of a 10 month extension to this agreement.

Funding: CIP – Pass-A-Grille Way Reconstruction Project
SWFWMD Cooperative Funding Agreement

**Requested
Motion:**

“I move to authorize the City Manager to sign a time extension to the Cooperative Funding Agreement between the Southwest Florida Water Management District (SWFWMD) and the City for Pass-A-Grille Way Stormwater Improvements.”

Attachments: Time Extension to SWFWMD Cooperative Funding Agreement

**Reviewed by
City Manager:**

WS

COOPERATIVE FUNDING AGREEMENT (3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF ST. PETE BEACH
FOR
PASS-A-GRILLE WAY STORMWATER IMPROVEMENT AREA (N650)

This AGREEMENT, effective as of the 31st day of May 2017, 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 the CITY OF ST. PETE BEACH, a municipal corporation of the State of Florida, whose address is 155 Corey Avenue, St. Pete Beach, FL 33706, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the DISTRICT and the CITY entered into an agreement effective October 1, 2014 for "construction of Low Impact Development (LID) Best Management Practices (BMPs) such as nutrient separating baffle boxes to provide stormwater treatment for an area that currently has no water quality infrastructure and replacement of stormwater inlets and undersized stormwater pipes to alleviate localized street flooding", which expired on May 31, 2017, hereinafter referred to as the "Expired Agreement"; and

WHEREAS, the parties hereto wish to enter into a new agreement, incorporating the terms and conditions of the Expired Agreement, and replacing certain terms and conditions with new terms and conditions to extend the contract period and modify the Project Schedule.

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

1. Except as otherwise provided herein, the terms, covenants and conditions of the Expired Agreement incorporated herein by reference, are hereby ratified, approved and confirmed, and are binding upon the parties.
2. The Contract Period Paragraph is hereby amended to extend the expiration date of May 31, 2017 to March 31, 2018.
3. The Project Schedule set forth in Exhibit "A" is hereby replaced in its entirety with the following:

DESCRIPTION	DATE
Complete Design and Permitting	April 30, 2015
Solicit Bids for Construction	June 2, 2015
Bidding and Contractor Selection	June 9, 2015
Commence Construction and CEI	July 24, 2015
Complete Construction and CEI	October 31, 2017
Record Drawings Complete	November 30, 2017

The remainder of this page intentionally left blank.

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

Issue Considered: Authorization for the City Manager to enter an agreement with Creative Pyrotechnics for the 4th of July fireworks in the amount of \$25,000.00.

Date: May 9, 2017

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The city received (2) fireworks proposals for this year's 4th of July fireworks display. A total of 6 display companies were contacted to submit a proposal but only 2 were submitted. Both bids were for the budgeted amount of \$25,000 from Pyrotechnico and Creative Pyrotechnics. It is recommended to select Creative Pyrotechnics, based on a higher shell count that would be included in the display.

Funding: This item is budgeted in account #001-6106-572-5499

Requested Motion: "I move to authorize the City Manager to enter into an agreement with Creative Pyrotechnics for the 4th of July fireworks in the amount of \$25,000"

Attachments: **Agenda Report, (2) proposals**

**Reviewed by
City Manager** *WS*



City of St. Pete Beach July 4th, 2017 Fireworks Display Proposal

A. Shell Count

- ✓ A total of **4,000** Display Shells will be provided for this Display. The Shell Count is as follows:

1-2": 2,400	2.5": 300
3": 600	4": 400
5": 300	

B. Shell Brands, Specialty Shells, Pattern Shells

- ✓ All Shells included in the Display will be of the following brands:

Lidu- High Quality Chinese Display Shells

Vulcan- High Quality Premium Brand Chinese Display Shells

Yung-Feng- Japanese Display Shells

Dancing- Premium Effect Chinese Brand Display Shells

- ✓ Specialty Shells will be included in the display. Several of the effects included are:

Pixie Dust Willow- (Shimmering Giant Willows with Color Pistils)

Nishiki Kamuro- Japanese Willows

Super Strobe- (Brilliant Fast-Frequency Strobe Breaks)

- ✓ Pattern Shells will be included in the Display. Several of the effects included are:

Star- (Five Pointed Star in Spangle Circle)

Ring- (Full Circle Pattern Cluster of Stars)

Starfish- (Actual Starfish Pattern Shell with Color Center)

C. Length of Display

- ✓ Display will last a **FULL 20-25 Minutes**. Breakdown of Each Segment of Display is noted Below:

D. Opener of Display

- ✓ **1 minute** length of opener
- ✓ Entire opener of display will be electronically fired.
- ✓ **396** shells will be used in the opening of the display
 - 1-2": **300** 2.5": **36**
 - 3": **30** 4": **20**
 - 5": **10**

E. Body of Display

- ✓ **17-22 Minutes & 30 Seconds** length of main body
- ✓ Entire body of display will be electronically fired.
- ✓ **2,124** shells will be used in the body of display.
 - 1-2": **1,260** 2.5": **144**
 - 3": **240** 4": **230**
 - 5": **250**

F. Pre-Finale of Display

- ✓ **30 second** length of pre-finale
- ✓ Entire pre-finale of display will be electronically fired.
- ✓ **432** shells will be used in the pre-finale of display.
 - 1-2": **300** 2.5": **30**
 - 3": **60** 4": **30**
 - 5": **12**

G. Grand Finale of Display

- ✓ **1 minute** grand finale
- ✓ Grand Finale of display will be electronically fired.
- ✓ **1,048** shells will be used in the grand finale of display
 - 1-2": **540** 2.5": **90**
 - 3": **270** 4": **120**
 - 5": **28**
- ✓ The grand finale will feature a **four feature** Finale:
 - 1st Feature: Color Shells Finale
 - 2nd Feature: Red, White, & Blue Finale
 - 3rd Feature: Silver Crackling Willows Finale
 - 4th Feature: Salute Finale

H. Equipment/Materials/Personnel Provided

- ✓ Professional and Qualified Technicians to Setup Display
- ✓ Certified and Qualified Shooter to Fire Display
- ✓ Digital Firing System and Modules
- ✓ All Racks, Nails, Lumber, Materials, etc.
- ✓ Professional and Qualified Technicians to Tear-Down Display
- ✓ **Fireworks Permit**
- ✓ Transportation
- ✓ Fuel
- ✓ Food
- ✓ Any other Miscellaneous Costs.

I. Liability Insurance

- ✓ **\$5,000,000.00** General Liability Insurance will be provided by Creative Pyrotechnics for display.
- ✓ **\$5,000,000.00** Auto Liability Insurance will be provided by Creative Pyrotechnics for display.
- ✓ **The City of St. Pete Beach, FL will be named as additional insured for display.**

J. Cost/Budget

- ✓ **2017 4th of July Fireworks Display:**

\$25,000.00 All-Inclusive

Proposal Created and Authorized on 3/13/2017 by:
Title:

E.J. Weppel
President



PYROTECNICO™

VITALE FAMILY FIREWORKS * 1889

City of St. Pete Beach
St. Pete Beach, Florida
July 4, 2017



PYROTECNICO™

AMPLIFYING EXCITEMENT | SINCE 1889

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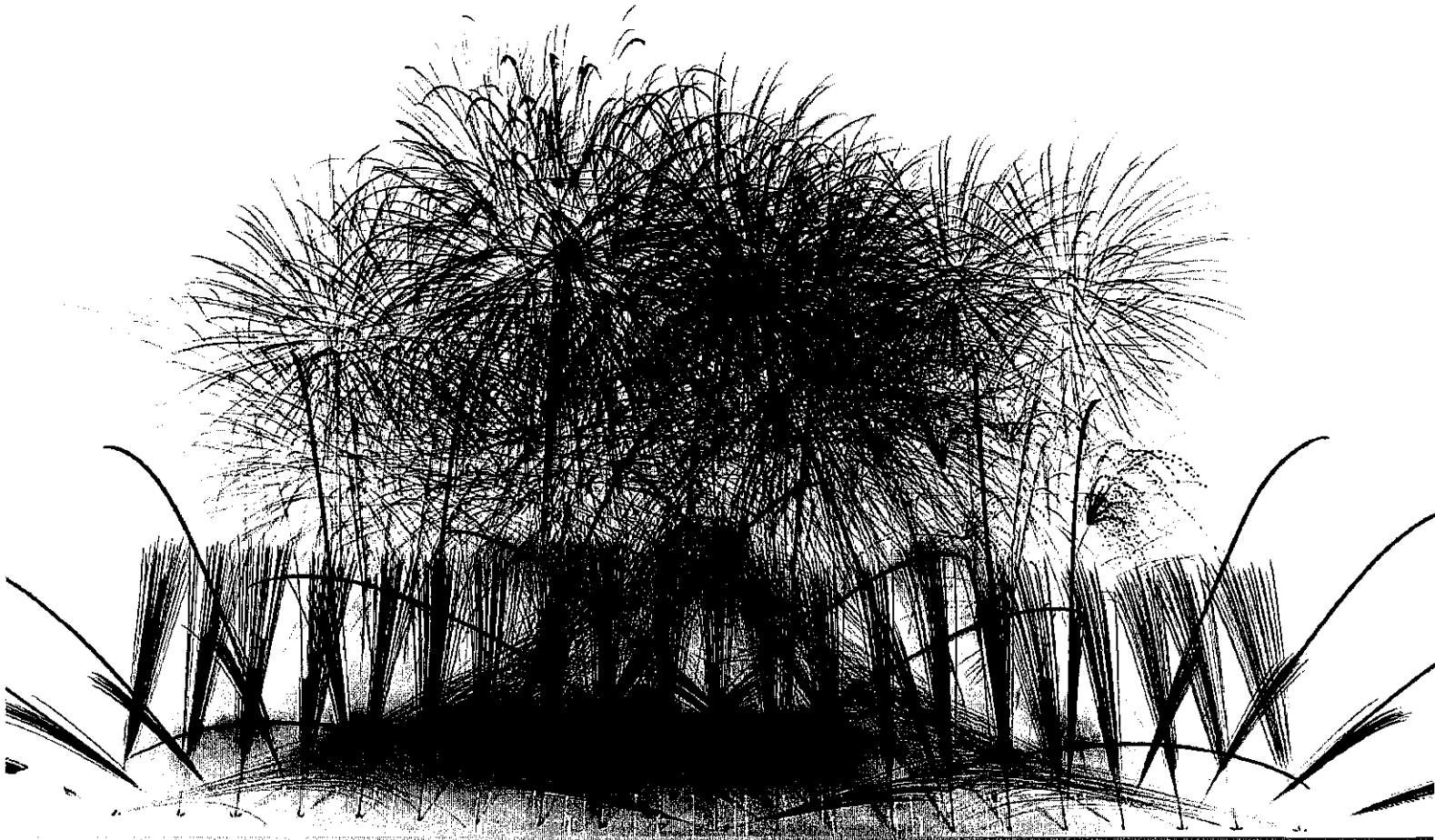
OUR CORE VALUES



We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

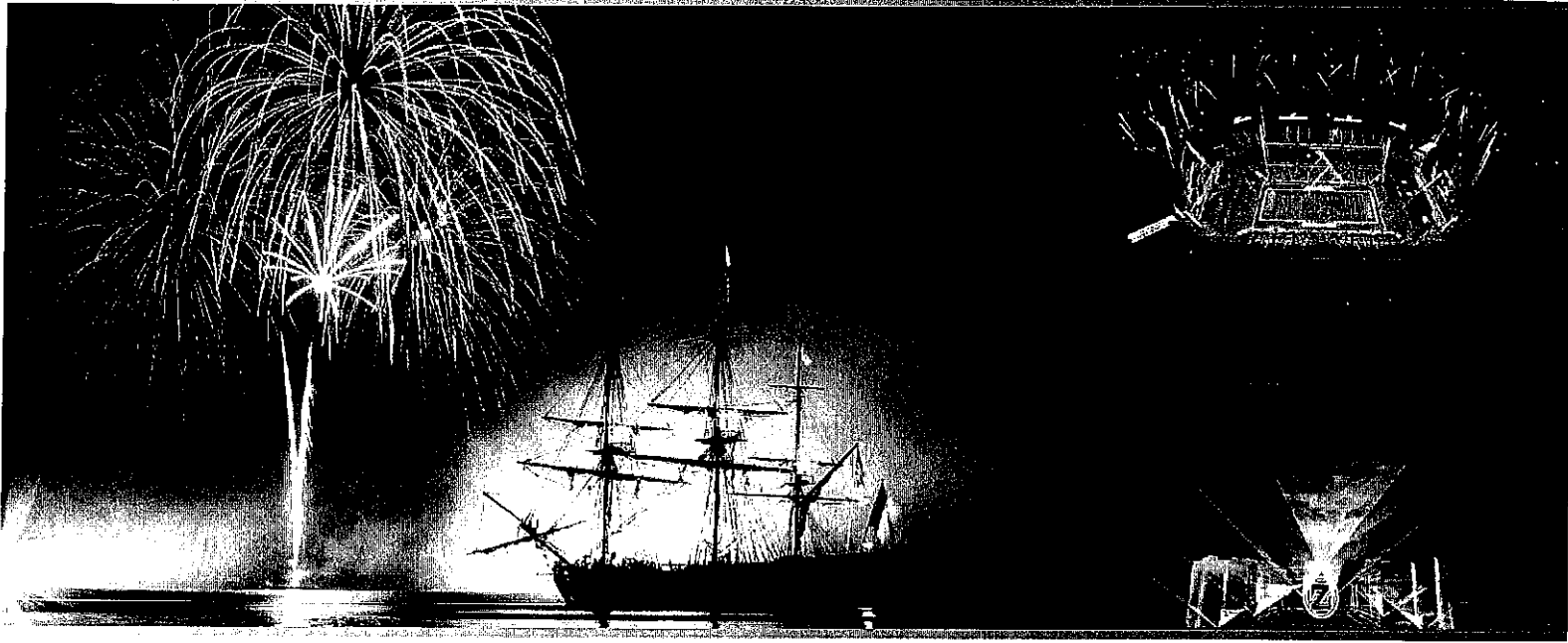
WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.





YOUR EVENT TEAM



Stephen Vitale - President & CEO - svitale@pyrotecnico.com

As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Chris Mele - Chief Operating Officer - cmele@pyrotecnico.com

With 22 years of experience, Chris oversees the day to day operations and communications, while managing all of the distribution points and facilities in Pyrotecnico's nationwide network.

Rocco Vitale - Creative Director & Show Designer - rvitale@pyrotecnico.com

Rocco designs all shows and creative aspects of productions. Rocco has been in the business for 15 years.

Rick Hoppe - Chief Financial Officer - rhoppe@pyrotecnico.com

Rick oversees Pyrotecnico's accounting department, and handles Pyrotecnico's daily finances, insurance, and billing.

Chris Liberatore - Southern Regional Sales Manager - cliberatore@pyrotecnico.com

Chris supervises the servicing of client accounts, ensuring that you are completely satisfied with our service and your crowd will experience the best show they have ever seen.

Samantha Goldston - Show Producer - sgoldston@pyrotecnico.com

Show Producer services client accounts, making sure that all aspects of your program are completed in a timely manner.

Joanne Eskew - Sales Assistant - jeskew@pyrotecnico.com

Joanne aids Samantha in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.



PROPOSAL



Client:
City of St. Pete Beach
St. Pete Beach, Florida

Event Date: July 4, 2017

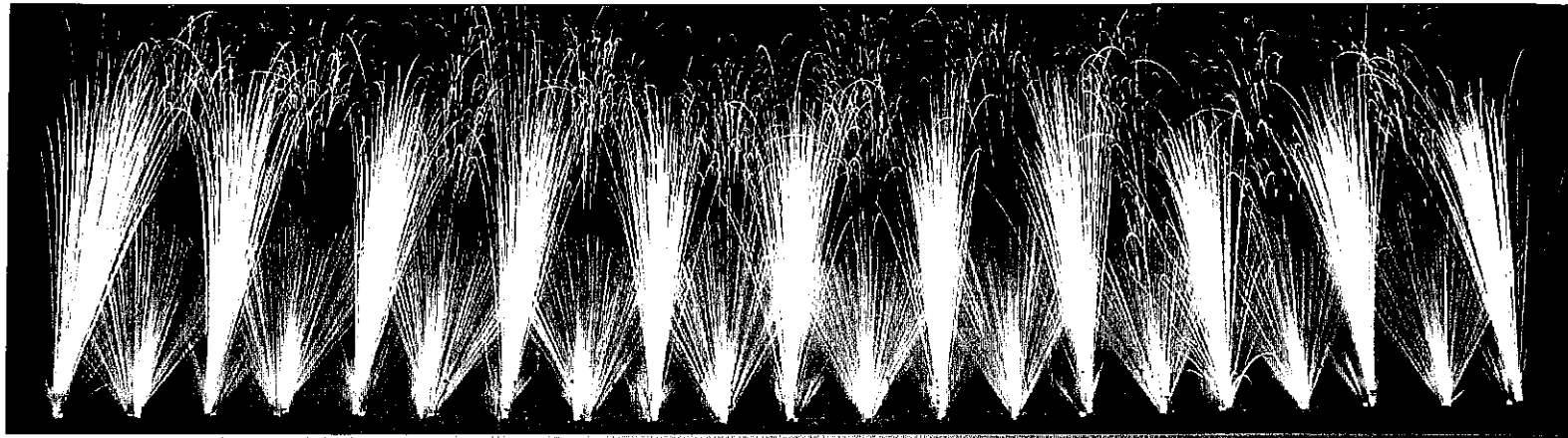
Prepared for: Ms. Jennifer McMahon

Contract Terms:
50% deposit due upon signing of contract. The balance is due 10 days prior to the display.

This Presentation Includes:

- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products





Opening Presentation

The Opening Presentation will start your display off "with a bang." A "mini-finale" will excite the crowd and get them energized for a great show.

40 3-inch Assorted Color Changing Star Shells

20 3-Inch Titanium Salutes

12 4-inch Assorted Color Changing Star Shells

10 5-inch Assorted Color Changing Star Shells

82 Total Opening Shells

Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

288 4-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Six Shells per Flight

150 5-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three or Five Shells per Flight

438 Total Body Shells

Special Effect Barrages

Special Effect Barrages will enhance your display in ways you haven't seen before. The innovative firings and creative effects matched with imaginative color combinations will give your audience a one-of-a-kind presentation. Wave Willows, Red & Green Falling Leaves, Silver Whirl with Green Glittering Mines, and Lemon & Purple "X" Crossettes are just some of the effects that have brought crowds to their feet with their jaws dropping in amazement.

6 2" 25 Shot Assorted Barrages (150 Shots)
6 2.5" 25 Shot Assorted Barrages (150 Shots)

300 Total Barrage Shots

Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

240 3-inch Assorted Color Star Shells
120 3-inch Titanium Salutes
48 4-inch Assorted Color Star Shells
40 5-inch Assorted Color Star Shells

448 Total Finale Shells

1,268 Total Shells and Barrage Shots





PRICING



DETAILS

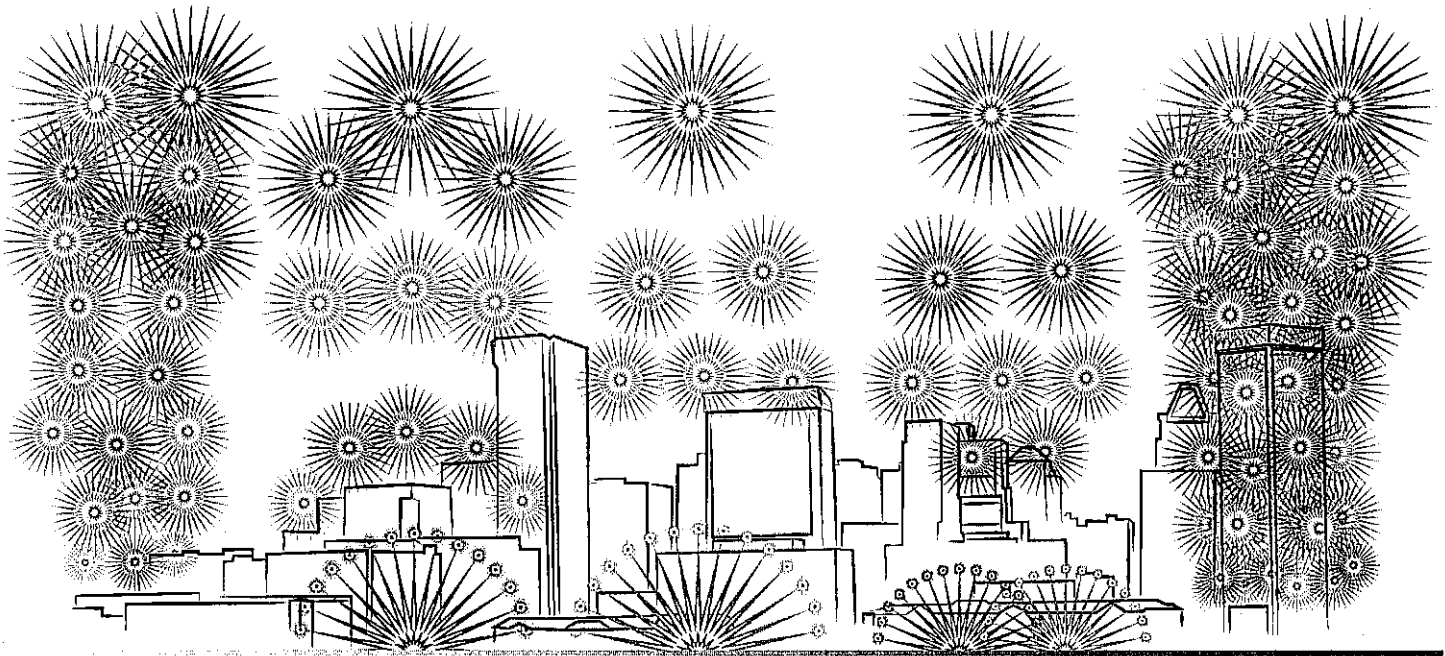
\$25,000.00 Aerial Display Value

GRAND TOTAL

\$25,000.00



We take pride in our ability to “layer” the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



- *Maximum shell heights will vary for each individual display.
- On average, shells will reach 100' of elevation for every inch in shell diameter.
(Example: 2" shells will reach approximately 200' in elevation.)



AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

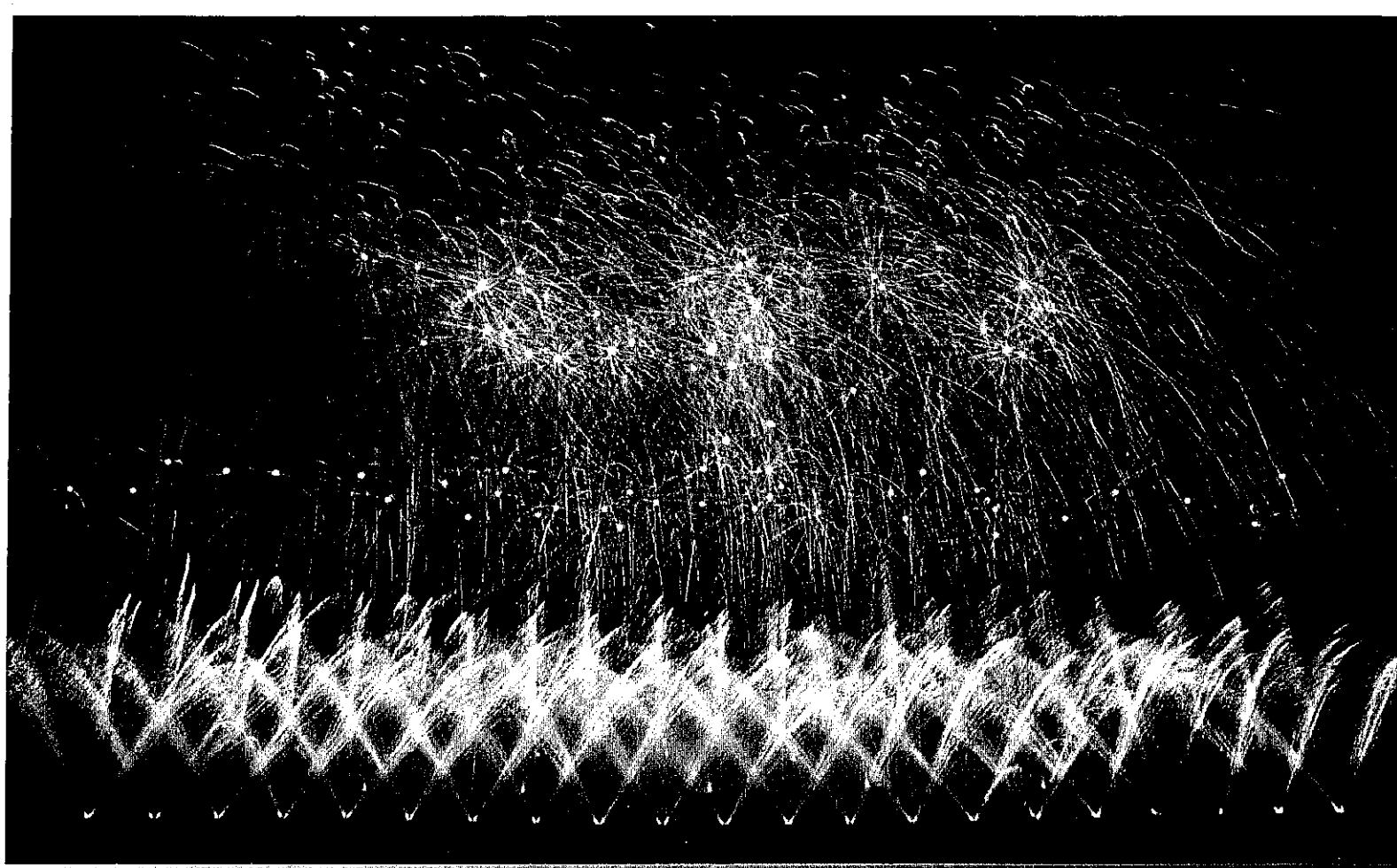
125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.



800.854.4705 • WWW.PYROTECNICO.COM





THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Samantha Goldston | Show Producer
321. 327. 3654 (Office)
954. 651. 4000 (Cell)



800.854.4705 • WWW.PYROTECNICO.COM





FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made effective as of the later of the dates set forth below the signatures below ("Effective Date") by and between **Pyrotecnico Fireworks Inc.** ("Pyrotecnico") and **City of St. Pete Beach** ("Sponsor"), sometimes referred to individually as "Party" or collectively as "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GENERAL TERMS:

Scope of services to be provided by Pyrotecnico ("Services"):	Aerial Fireworks Display
Date(s) of Show:	July 4, 2017
Rain Date(s) of Show (if negotiated):	
Compensation to be paid to Pyrotecnico for providing the Services ("Compensation"):	\$25,000.00
Pre-Show Advance:	\$12,500.00
Pre-Show Advance Due Date:	immediately
Payment Terms:	Net 10
The term of this Agreement ("Term") shall begin on the Effective Date and end on:	July 5, 2017
Postponement Fee:	\$6,250.00
Cancellation Fee:	\$18,750.00

SERVICE TERMS:

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, permit costs, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm availability for your event.

Sponsor must pay interest at the rate of 1.5% per month on any unpaid balance until paid in full. Payment must be made by check or otherwise as agreed by the Parties to Pyrotecnico at PO Box 149, New Castle, PA 16103. If Sponsor fails to perform its obligations and responsibilities under this Agreement, and Pyrotecnico must enforce its rights by hiring an attorney or other third party, Sponsor must pay all fees and costs incurred by Pyrotecnico to collect the full amount owed under this Agreement.

RAIN DATES

Rain Dates must be negotiated by the Parties and are NOT available July 1st through July 7th unless specifically negotiated.

DISPLAY RESPONSIBILITIES

Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display. These tasks include, but are not limited to:

- A. procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B. applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Unless otherwise stated in this Agreement, Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show.
- C. providing adequate private or public security, police and fire protection,
- D. securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the fireworks display),
- E. securing adequate protection to prevent all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico,
- F. removing and keeping unauthorized persons and personal property, including motor vehicles, outside of the area designated by Pyrotecnico as the display site, fallout area or safe zone.

The Parties shall fulfill their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).





SCRIPTED SHOW AND MUSIC SOUNDTRACKS

For displays designated as "scripted" exhibitions:

- A. Sponsor must complete, sign and return this Agreement, at least 40 days prior to the show date.
- B. Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack created by Pyrotecnico, at least 30 days before the show date (at least 45 days prior for 4th of July shows). If Sponsor fails to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- C. Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property.

POSTPONEMENT

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

- A. If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation.
- B. If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement within 10 days of the show date.

CANCELLATION

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, or, if it is or will be impossible for Pyrotecnico to perform all of its obligations under this Agreement for reasons outside of its control regardless of its best efforts, the Parties agree as follows:

- A. If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.
- B. If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

If Sponsor elects to cancel this Agreement, it must do so by sending a written notice via certified mail addressed to Pyrotecnico, PO Box 149, New Castle PA 16103. Notice is effective upon receipt by Pyrotecnico and will determine the fee owed by Sponsor under this paragraph.

In the event of any force majeure occurrences (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.

INDEMNIFICATION & INSURANCE

Sponsor shall indemnify and defend Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities. Client further agrees to defend Pyrotecnico, its officers and/or employees against any claims brought or actions filed against Pyrotecnico with respect to Pyrotecnico's use of the show location. Sponsor will not under any circumstances be entitled to recover any consequential, incidental, exemplary, special or punitive damages from Pyrotecnico, including loss of income, business or profits.

If requested by Sponsor, Pyrotecnico will provide a certificate evidencing a maximum of \$10,000,000 general liability insurance coverage. Pyrotecnico agrees to name as additional insureds parties to whom Sponsor has written, contractual obligations to insure. Additional Insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.



CREDITING

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising/marketing materials that are within the Sponsor's authority.

MISCELLANEOUS

- A) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyrotecnico.
- B) This Agreement contains the entire Agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- C) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- D) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- E) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- F) The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.
- G) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- H) If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- I) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- J) All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- K) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.
- L) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original. Sponsor represents by his/her signature that he/she has the authority to enter into this Agreement.

ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

PYROTECNICO :

SPONSOR:

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Address: PO Box 149

Address:

New Castle PA 16103



Phone: (724) 652-9555

Email: @pyrotecnico.com



Phone:

Email:



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed contract and Pre-Show Advance for the insurance certificate to be processed.

Sponsor Name:

Sponsor Contact Name:

Address:

City, State & Zip:

Phone:

Fax:

Email:

Accounts Payable Contact:

Accounts Payable Email:

Display Date: _____ Display Time: _____

Rain Date:

Day-of-Show Contact Name:

Phone/Mobile:

Email:

Display Site Location and Address:

Additionally Insured – If Applicable:

****PLEASE RETURN THIS COMPLETED FORM TO****

FAX: +1.724.652.1288

EMAIL: jeskew@pyrotecnico.com

sgoldston@pyrotecnico.com

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

Issue Considered: Authorize the City Manager enter into a Purchasing Agreement with Alto Construction Company, Inc. for \$39,854.00 for Asphalt Street Repairs.

Date: May 9, 2017

Prepared By: Mike Clarke, Public Works Director

Summary of Issue: Based on the most recent pavement assessment report, the City identified that a significant number of streets would benefit largely from a rehabilitation technique called microsurfacing. This technique, which is more surficial and significantly more cost effective on a per street basis than the City's previous primary rehabilitation technique of milling and resurfacing, will allow us to address numerous areas which are on the verge of, but have not experienced, pavement failure. On January 10, 2017, the City approved a Piggyback of an existing contract with Polk County and Asphalt Pavement Systems to provide Microsurfacing on ten city streets.

In order to facilitate the best final product on the ten streets, existing imperfections (including areas with extensive cracking and potholes from previously performed utility patches) must be repaired and made smooth prior to microsurfacing. To accomplish this, the City solicited bids for repairing these areas. On April 6, 2017, the City received three sealed bids and it was determined that Alto Construction Company was the lowest qualified bidder.

Funding: CIP – Street Rehabilitation FY17

Requested Motion: “I move to authorize the City Manager enter into a Purchasing Agreement with Alto Construction Company, Inc. for \$39,854.00 for Asphalt Street Repairs.”

Attachments: Bid Tabulation
Purchasing Agreement

**Reviewed by
City Manager:** WS



Bid Results - Asphalt Street Repairs

04/06/17

Item	Alto	Crisdel	Gator
Mill and Resurface (Patching)	\$ 19,390.00	\$ 66,306.70	\$ 33,591.50
Remove and Place 5 inches (Patching)	\$ 27,672.00	\$ 70,396.10	\$ 46,443.90
173.3 SY of Mill and Resurface	\$ 12,182.00	\$ 19,496.25	\$ 19,929.50
Total	\$ 39,854.00	\$ 89,892.35	\$ 66,373.40

Unit Rates	Alto	Crisdel	Gator
Asphalt Patching (Per SY)	\$ 52.00	\$ 227.00	\$ 115.00
Mill/Overlay (Per SY)	\$ 66.38	\$ 112.50	\$ 115.00
Crack Filling (Per LF)	\$ 5.75	\$ 20.00	\$ 2.00

CITY OF ST. PETE BEACH, FLORIDA
PURCHASING AGREEMENT

Asphalt Street Repairs

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and Alto Construction Company, Inc. (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, Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as 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 June 30, 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 \$39,854.00 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:

Alto Construction Company, Inc.
Attn.: Chris Stephens
4102 Causeway Blvd.
Tampa, FL 33619

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.

Alto Construction Company, Inc.

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)

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

Issue Considered: Authorize the City Manager to approve change orders 16, 17, and 18 to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project for \$35,987.30, \$146,091.61, and \$59,542.08, respectively.

Date: May 9, 2017

Prepared By: Mike Clarke, Public Services Director

Summary of Issue: The attached Change Order presents 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. The specifics of this work are fully described in the attached documentation from Nelson Construction.

Change Order 16: This is a charge related to the refusal of the St. Petersburg Yacht Club to execute the utility easements verbally agreed upon prior to the commencement of the project. This Change Order accounts for the delays incurred and redesign work implemented to accommodate the concessions provided by the City in obtaining the final easements.

Change Order 17: The four items contained on this change order include the modification to the ingress/egress for Nelson's staging area at Hurley Park (in response to resident safety concerns for the adjacent Montessori school), modifications to Duke's infrastructure made necessary by the location of the easements granted at Sea Critter's restaurant, the replacement of a section of wastewater force main at the Vina del Mar bridge (this will be paid by transferring funds from the CIP - Wastewater I & I for Point Repairs), and additional potable and reclaimed water and sanitary sewer lines installed beyond the original project limits at 19th Avenue to relieve a conflict at this location (this will be paid by transferring funds from CIP – Pass-a-Grille Way Phase II as the work extended south of 19th Avenue into what will be part of Phase II). The modifications at Sea Critter's included the installation of three additional large pull boxes by Nelson Construction.

This installation, which is typically performed by Duke Energy, will result in a credit from Duke Energy of \$2,700.

Change Order 18: This is three items related to resolving conflicts in the reclaimed water distribution lines (the County reimburses only for their reclaimed transmission lines of 16" or greater). A portion of this change order is related to a scheduling error by Pinellas County Utilities, for which the City will be reimbursed \$5,821.22. The specifics of the entire scope of work included under this change order are fully described in the attached documentation from Nelson Construction.

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

Requested Motion: “I move to authorize the City Manager to approve change orders 16, 17, and 18 to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project for \$35,987.30, \$146,091.61, and \$59,542.08, respectively.”

Attachments: Change Orders 16-18

**Reviewed by
City Manager:** 



CHANGE ORDER NO. 16

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. *DUKE PLANS CHANGE AT YACHT CLUB – The changes shall be made as described in Nelson’s price proposal dated 12/27/2016. Five additional contract days.*
\$ 33,381.88
2. *NO RIGHT OF ENTRY AT YACHT CLUB – The changes shall be made as described in Nelson’s price proposal dated 12/27/2016. One additional contract days.* **\$ 2,605.42**

Total Addition to Contract Sum **\$ 35,987.30**

Contract Sum with prior approved Change Orders was: \$ 10,137,600.94

The Contract Sum will be increased by this Change Order
for the items described above in the amount of: \$ 35,987.30

The new Contract Sum, including this Change Order, will be: \$ 10,173,588.24

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. 16

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 27, 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: **DUKE ENERGY PLANS CHANGE TO ACCOMMODATE TRANSFORMER CHANGES AT YACHT CLUB**

As the City is aware, there were many issues associated with the transformers in front of the Yacht Club. The costs associated with this change order only encompass the changes resulting from the Duke Energy conduit plan changes that were provided on September 1, 2016.

1. One of the stipulations that the Yacht Club had in granting the easement for the Duke transformers was that they wanted the transformers moved to the northern edge of their property. The Yacht Club owns the house directly north of the Yacht Club building, so the transformers were moved to that northern property line at approximate station 33+30. This moved the transformers approximately 120 feet north from their original location at station 32+10. This change in location required the removal of 2 additional trees and removal of chain link fence.
2. Another of the stipulations that the Yacht Club had in granting an easement for the Duke transformers, was that the transformers only service the Yacht Club and its facilities. This had a cascading affect, because houses that were originally connected to the transformers in front of the Yacht Club now had to be connected to other transformers.

This information was relayed to Duke's engineer without the engineer having knowledge of the progress of conduit installation in the field. (The conduit had progressed southward to the south side of 24th Ave, right before the new transformer location). The plans that were issued on 09/01/2016 therefore included changes to the conduit system that would have required approximately 300 feet of conduit duct bank to be dug up and reconfigured in order to connect houses to the transformer north of 25th Ave, that were originally connected to the Yacht Club transformer. Had Nelson followed through with this initial redesign from Duke, the cost of this change order would have more than doubled. Instead though Nelson challenged the redesign and re-work and brought this to the attention of Duke's onsite representative. Duke heard our concerns and started working on another redesign. Please note that due to unclear direction on how best to proceed, the conduit crew was shut down.

On 09/08/2016, Nelson met with Duke's onsite representative and Duke's engineer for a final meeting to discuss the best way to reconfigure the conduit, so that there was a single point of rework required on the northeast corner of the 24th Ave and Pass A Grille Way (PAGW) intersection. Duke then picked up connections from the west on 24th and the transformer at the Women's Club on 22nd Ave to connect all the remaining customers.

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 27, 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: **NO RIGHT OF ENTRY AT YACHT CLUB**

The pipe crew installing conduit had been shut down on 09/07/2016 due to lack of direction on how to proceed with conduit installation at the transformer at the Yacht Club. In an effort to minimize schedule delays, on 09/08/2016 the pipe crew mobilized to the next stage of conduit installation, which is installing new sanitary sewer laterals and cleanouts at the property line and making sure the laterals are below the conduit system. They attempted to work on the sanitary laterals in front of the Yacht Club property, because they were the next ones in line, and hence were within the span of our dewatering efforts. The pipe crew was not able to finish the exploration or installation of these laterals because no right of entry had been provided for the Yacht Club property. The Yacht Club property contained all the sanitary laterals (three in total) for approximately 400 feet. Dewatering was only setup to reach the first two laterals.

Since conduit installation was on the critical path, and the conduit pipe crew was delayed another day, Nelson is requesting one contract day be added to the schedule.

Attached is plan sheet 2.03 with annotations, showing the items discussed above.

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

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



CHANGE ORDER NO. 17

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. *NEW GATE AND FENCE AT BALLFIELD ON 16TH AVE – The changes shall be made as described in Nelson's price proposal dated 12/21/2016. Zero additional contract days.*
~~\$ 13,111.42~~ 8,529.64
 2. *DUKE EASEMENT PROBLEMS AT SEA CRITTERS – The changes shall be made as described in Nelson's price proposal dated 02/24/2017. Thirteen additional contract days.*
~~\$ 77,306.88~~ 75,088.33
 3. *8" SANITARY FORCE MAIN ADDITIONAL SCOPE AT 21ST AVE – The changes shall be made as described in Nelson's price proposal dated 01/23/2017. Seven additional contract days.*
~~\$ 31,909.68~~
 4. *FINAL CONNECTIONS OF POTABLE, RECLAIMED AND SANITARY SEWER AT 19TH AVE – The changes shall be made as described in RFI 36.1 dated 02/15/2017. Three additional contract days.*
~~\$ 44,451.46~~ 30,563.96
- Total Addition to Contract Sum** **~~\$ 166,779.44~~ 146,091.61**

Contract Sum with prior approved Change Orders was: \$ 10,173,588.24

The Contract Sum will be increased by this Change Order
for the items described above in the amount of: **~~\$ 166,779.44~~ 146,091.61**

The new Contract Sum, including this Change Order, will be: **~~\$ 10,340,367.68~~ 10,319,679.85**

The Contract Time will be changed as follows: + 23 days

Execution of this Change Order shall constitute a final settlement of all matters relating to the

CHANGES MADE PER IAN WADE'S EMAIL ON 05/01/2017, 1:57 PM. NELSON RESERVES ITS RIGHTS TO REVISIT THESE CHANGES AT A FUTURE DATE PER NELSON COVER LETTER DATED 05/02/2017 ATTACHED.

CHANGE ORDER NO. 17

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 23 calendar days to the Contract Time.

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: May 2, 2017

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: **CHANGES PER CITY EMAIL DATED 05/01/2017, 1:57 PM**

Nelson has made the changes to Change Order 17 per the requests in your email dated 05/01/2017, 1:57 pm (attached). These changes are conditional upon Nelson reserving our rights to review and amend these changes at a future point in time with the City.

The below notes directly correspond with the numbered bullets in your email.

1. NEW GATE AND FENCE AT BALLFIELD ON 16TH AVE
 - a. Changes were made to the grading crew on 9/23/2017 per your request.
 - b. The City stated that they were not willing to pay for future restoration at the ballfield. If the City is not willing to pay for the removal of the roadway, then there is no way to place the sod or replace the curb, so those items were credited along with the time and materials (T&M) for the crew performing the restoration, i.e. gravel removal.
2. DUKE EASEMENT PROBLEMS AT SEA CRITTERS
 - a. The original plans had 4 bollards around two pieces of equipment at Sea Critters. As soon as the two pieces of equipment are separated to different locations, each piece of equipment will require 4 bollards.
 - b. Changes were made to the rental of the dewatering equipment and the pump to reduce the times from two months to 6 weeks.
3. 8" SANITARY FORCE MAIN ADDITIONAL SCOPE AT 21ST AVE
 - a. No changes per your email.
4. FINAL CONNECTIONS OF POTABLE, RECLAIMED AND SANITARY SEWER AT 19TH AVE
 - a. Credits were provided for half the offsets and reclaimed joints for both the 8" potable water and the 16" reclaimed mains.

Since the overall dollar amount of Change Order 17 has changed, Change Order 18 will also be revised to reflect the change in the previous contract sum.

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

Sincerely,

William Stock
David Nelson Construction Co.
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: **NEW GATE AND FENCE AT BALLFIELD ON 16TH AVE**

The City directed Nelson to install a second gate in the fence to the ball field, (designated as our laydown yard), in order to minimize the amount of heavy equipment traffic next to the preschool on the on the NW end of 16th Ave. This work involved relocating and re-organizing storm structures and pipe that were located both inside and outside the fence, making a new gravel driveway, and installing a second gate. Restoration will include removing the gravel driveway, fixing the curb at 16th Ave, laying new sod outside the fence, removing the gate, and fixing the fence that was removed for the gate.

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

CHANGES MADE PER IAN WADE'S EMAIL ON 05/01/2017, 1:57 PM. NELSON RESERVES ITS RIGHTS TO REVISIT THESE CHANGES AT A FUTURE DATE PER NELSON COVER LETTER DATED 05/02/2017 ATTACHED.

WILLIAM STOCK
DAVID NELSON CONSTRUCTION CO.

David Nelson Construction Co.

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**General Contractors
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"An Equal Opportunity Employer"

Date: February 24, 2017

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: **DUKE EASEMENT PROBLEMS AT SEA CRITTERS**

At the end of October 2016, the Nelson crew installing the conduit and setting the Duke equipment boxes realized that the revised Duke easement located on the southern corner of Sea Critters, was too small to hold all the equipment that was supposed to set within it. The 10'x10' easement was supposed to hold one Duke switch gear and two Duke transformers. We immediately brought this to the attention of Duke's onsite representative with UC Synergetics, and the City. The easement size and location were changed approximately one year after the project began. To further complicate matters, the Duke easement was changed to set over the top of a storm easement, (originally the two easements were side by side. This meant that there was a 2.5 foot wide concrete pipe running through the middle of the Duke easement, in the same location that conduit needed to be in.

After discussions with the City and Duke, it initially appeared that the path of least resistance, (i.e. quickest resolution) was to attempt to obtain an extension to the existing easement from the neighboring restaurant, the Wharf. Neither the City nor Duke had a good relationship with the Wharf, so Nelson offered to open the dialogue with the Wharf to see if an easement on their property was feasible. In the end, the Wharf requested monetary compensation for the easement, and that was a precedent the City did not want to set. The City then offered the southern edge of the fire station for the Duke switch gear. Duke then took this location back to their engineering department and changed the system to allow for the switch gear to set on the southern corner of the fire station, south of 20th Ave.

Nelson officially notified the City that we were delayed with trunk line conduit installation on 10/25/2016. By that point the conduit system had been installed south of 21st Ave, to within 10 feet of the Duke easement at the southern end of Sea Critters parking lot on the east side of PAGW. The City approved Duke's revised plan utilizing the fire station on 12/12/2016. This revised plan contained significant changes to the conduit system. Up to that point, the trunk line of the conduit system had extended down the east side of PAGW, under the sidewalk. The revised plan called for changes to be made to the conduit already installed at 21st, and for most of Duke's 6 inch conduit to extend down the west side of PAGW, between 21st Ave and the south side of the fire station at 20th Ave. This meant that the conduit already installed at three different locations had to be dug back up, cut apart, and sweeps (6 feet long, 90 degree bends) installed. These locations were the northeast corner of 21st to face conduit west, the southeast corner of 21st for installation of a pullbox, and in front of the Marina (across from the fire station) to face conduit west. The conduit running on the west side of PAGW also required 2 new pull boxes.

At the beginning of the delay, all parties involved hoped that there would be quick resolution. In Nelson's delay letter sent on 10/28/2016, we requested direction on how to proceed regarding the dewatering system for the conduit that was running in front of Sea Critters. Nelson never received direction and therefore left the system in place and functioning. The pricing attached includes the cost of that dewatering system.

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

For the scope growth created by these changes to the conduit system, Nelson is requesting an additional 13 days of contract time.

Attached for reference are the original notification of delay, the original contract plans, the original Duke plan, the revised contract plans and the revised Duke plan.

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

CHANGES MADE PER IAN WADE'S EMAIL ON 05/01/2017, 1:57 PM. NELSON RESERVES ITS RIGHTS TO REVISIT THESE CHANGES AT A FUTURE DATE PER NELSON COVER LETTER DATED 05/02/2017 ATTACHED.

WILLIAM STOCK
DAVID NELSON CONSTRUCTION CO.



**General Contractors
Heavy Construction
Engineers
Site Work**

"An Equal Opportunity Employer"

Date: January 23, 2017

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: **8" SANITARY FORCE MAIN ADDITIONAL SCOPE AT 21ST AVE**

At the northeast corner of 21st Ave and Pass A Grille Way, the City believed there was a section of bad force main between the bridge abutment to Vina Del Mar, and the manhole on the north side of 21st Ave. The City therefore requesting that Nelson replace all the force main from the point that the force main went underground, all the way to the corner of 21st and PAGW, where the contract had Nelson beginning force main replacement.

In order for this 8" force main to be replaced, the block wall on the north side of 21st Ave had to be demolished. At the City's request, Nelson salvaged as many of the historic blocks as possible and placed them on a pallet. All the trees on the north side of 21st Ave between the corner of the intersection and the seawall also had to be removed, including the roots and root balls.

During the installation of the new force main, Nelson found a portion of the existing force main with a large oval hole in the top, and cracks running around the circumference of the pipe. Nelson was able to work quickly with the City to turn off the lift station on Vina Del Mar and put a temporary patch over the hole in the pipe.

The original plan was to install a new pipe from the bridge abutment out into the road and close to the new manhole. It was then going to be capped at both ends until the new manhole could be installed. At that point the new force main would be tied into the existing pipe at the bridge abutment and into the new main via the new manhole.

Because of the large hole and the extremely poor condition of the existing force main, Nelson pressure tested and then immediately tied the new force main into the existing manhole. This means that the new force main will have to be removed from the existing manhole, and re-installed to the new manhole at a later date.

The time and materials costs include

1. the clearing and grubbing,
2. tree removal,
3. patching of the old force main,
4. tying the new force main into the existing force main above ground at the bridge abutment,
5. tying the new force main into the old manhole, and
6. provides an allowance for removing the new force main from the old manhole and rerouting the new force main for the tie in to the new manhole.

For this additional scope Nelson is requesting 7 additional contract days.

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

David Nelson Construction Co.

CGC012229

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3483 Alternate 19
Palm Harbor, Florida 34683

Sincerely,

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



REQUEST FOR INFORMATION NO. 036.1

PROJECT DESCRIPTION: Pass A Grille Way

DATE: 2/15/17

SUBJECT: Final Connections of Potable, Reclaimed and Sanitary Sewer at 19th Ave

REFERENCED: 2.01, 8.14

This is the follow up to RFI 36, discussing the multiple conflicts and constructability concerns associated with the final tie overs of the potable, reclaimed and sanitary mains south of 19th Ave. Below is the plan of action that is taking place based on multiple meetings between the City, CPWG and Nelson.

Conduit:

1. The power pole on the southeast corner will be moved by Duke 10-12 feet south of its current location. This will remove it from conflict with the new storm pipe running between SW-19-6 and SW-19-7.
 - a. The conduit system will be extended to the new pole location. → **Additional scope**
2. The potable hydrant will move from the southeast corner to the northwest corner of the intersection. The original location of the hydrant put it in conflict with the conduit system.

Sanitary:

3. The sanitary main is continuing down the middle of the southbound lane, hence sanitary manhole SS-25 will be set with the edge of the manhole approximately 5 feet south of the storm pipe run between SW-19-6 and SW-19-5.
4. Sanitary manhole SS-26 was changed to a doghouse manhole and will set directly over the existing sanitary main, allowing Nelson to make the best connection possible to the existing pipe.
 - a. *The shop drawings have already been approved by CPWG and the manholes produced at no added cost. The location of the cores were changed to account for the new location of the sanitary main.*

Potable:

5. The 16" potable tie over leg connecting the new and the old potable mains will be located approximately 5 feet south of the southern edge of sanitary manhole SS-26.
6. The two 16"x8" tees on the potable tie over leg will be replaced by one 16"x8" cross to allow for the proper space between the potable and reclaimed mains.
 - a. *The 16"x8" cross has already been fabricated and shipped, at no added cost to the project.*
7. The 8" potable water main will be offset to create approximately 5 feet of horizontal distance from the 16" potable main. This will create the space necessary for the

installation of the cross. The 8" main will then be brought back to its original line and grade for future continuation in the next phase. → **Additional scope**

8. The two 8" valves will be located on both sides of the 16"x8" cross, outside of the offset.
9. The 16" valve located on the potable tie over leg will be placed as close to the east side of the cross as possible. This will allow a maximum amount of 16" tie over pipe to be removed in the future phase, so that it is not in conflict with the continuation of the sanitary sewer main. It will also allow the tie over leg to be removed without the need for a shutdown.
10. The 16" potable tie over leg will be connected to the existing main using a 90-degree bend fitting.

Reclaimed:

11. The 16" reclaimed main will be offset both east and down, under the 16" potable tie over leg. It will be offset east in order to move it approximately 5 feet away from the 8" cross. → **Additional scope**
12. The 16" reclaimed tie over leg will be placed as close to the 16" reclaimed offset as possible, while maintaining at least 5 feet of separation from the 16" potable tie over leg.
13. The 16" valve on the reclaimed tie over leg will be placed as close to the 16" tee as possible. This will allow a maximum amount of the 16" tie over pipe to be removed in the future phase, so that it is not in conflict with the continuation of the sanitary sewer main. It will also allow the tie over leg to be removed without the need for a shutdown.
14. The 16" reclaimed tie over leg will be connected to the existing main using a 90-degree bend fitting.

Restoration:

15. The concrete dead men for the existing 16" potable and reclaimed mains will be moved south as necessary to allow the above changes to take place.
 - a. *The dead men have already been poured, and is the most southern activity.*
 - b. *Pavement has already been removed to the new edge of the work limits in the northbound lane.*
16. The asphalt restoration limits will be shifted south by approximately 20 feet in order for the above activities to take place. All other restoration limits will shift south to match the asphalt limits. → **Additional scope**

PLEASE SEE ATTACHED SNAPSHOT OF PLAN SHEET 2.01 WITH ANNOTATIONS, AS WELL AS PLAN SHEET 2.01 ITSELF FOR FURTHER DETAILS AND CLARIFICATION.

DATE RESPONSE NEEDED BY: 02/17/2017

RESPONSE:

CHANGES MADE PER IAN WADE'S EMAIL ON 05/01/2017, 1:57 PM. NELSON RESERVES ITS RIGHTS TO REVISIT THESE CHANGES AT A FUTURE DATE PER NELSON COVER LETTER DATED 05/02/2017 ATTACHED.

WILLIAM STOCK
DAVID NELSON CONSTRUCTION CO.

BY: _____

DATE: _____



CHANGE ORDER NO. 18

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. *4" RECLAIMED WATER CONFLICT WITH STORM NORTH OF CABRILLO WEST – The changes shall be made as described in Nelson's price proposal dated 03/09/2017. Zero additional contract days.*
\$ 10,651.97
2. *6" RECLAIMED WATER CONFLICT AND OFFSET AT CABRILLO WEST – The changes shall be made as described in Nelson's price proposal dated 03/13/2017. One additional contract day.*
\$ 20,684.24
3. *12" RECLAIMED WATER CONFLICTS AT 21ST, STATION 26+25.10 – The changes shall be made as described in Nelson's price proposal dated 03/14/2017. Two additional contract days.*
\$ 28,205.87

Total Addition to Contract Sum **\$ 59,542.08**

Contract Sum with prior approved Change Orders was: **\$ ~~10,340,367.68~~ 10,319,679.85**

The Contract Sum will be increased by this Change Order
for the items described above in the amount of: **\$ 59,542.08**

The new Contract Sum, including this Change Order, will be: **\$ ~~10,399,909.76~~ 10,379,221.93**

The Contract Time will be changed as follows: **+ 3 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 3 calendar days to the Contract Time.

CHANGES MADE PER IAN WADE'S EMAIL ON 05/01/2017, 1:57 PM. NELSON RESERVES ITS RIGHTS TO REVISIT THESE CHANGES AT A FUTURE DATE PER NELSON COVER LETTER DATED 05/02/2017 ATTACHED.

WILLIAM STOCK
DAVID NELSON CONSTRUCTION CO.

Page 1 of 2

CHANGE ORDER NO. 18

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: May 2, 2017

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: **CHANGES PER CITY EMAIL DATED 05/01/2017, 1:57 PM**

Nelson has made the changes to Change Order 17 per the requests in your email dated 05/01/2017, 1:57 pm (attached). These changes are conditional upon Nelson reserving our rights to review and amend these changes at a future point in time with the City.

The below notes directly correspond with the numbered bullets in your email.

1. NEW GATE AND FENCE AT BALLFIELD ON 16TH AVE
 - a. Changes were made to the grading crew on 9/23/2017 per your request.
 - b. The City stated that they were not willing to pay for future restoration at the ballfield. If the City is not willing to pay for the removal of the roadway, then there is no way to place the sod or replace the curb, so those items were credited along with the time and materials (T&M) for the crew performing the restoration, i.e. gravel removal.
2. DUKE EASEMENT PROBLEMS AT SEA CRITTERS
 - a. The original plans had 4 bollards around two pieces of equipment at Sea Critters. As soon as the two pieces of equipment are separated to different locations, each piece of equipment will require 4 bollards.
 - b. Changes were made to the rental of the dewatering equipment and the pump to reduce the times from two months to 6 weeks.
3. 8" SANITARY FORCE MAIN ADDITIONAL SCOPE AT 21ST AVE
 - a. No changes per your email.
4. FINAL CONNECTIONS OF POTABLE, RECLAIMED AND SANITARY SEWER AT 19TH AVE
 - a. Credits were provided for half the offsets and reclaimed joints for both the 8" potable water and the 16" reclaimed mains.

Since the overall dollar amount of Change Order 17 has changed, Change Order 18 will also be revised to reflect the change in the previous contract sum.

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

Sincerely,

William Stock
David Nelson Construction Co.
David Nelson Construction Co.

CGC012229

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

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3483 Alternate 19
Palm Harbor, Florida 34683



General Contractors
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Site Work

"An Equal Opportunity Employer"

Date: March 13, 2017

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: **6" RECLAIMED CONFLICT AND OFFSET AT CABRILLO WEST**

On Friday, 03/10/2017, Nelson was in the process of installing storm pipe on Cabrillo West from storm structure SW-CAB-3 to storm structure SW-CAB-2. In the process of excavating for this installation, the crew discovered that the 6" reclaimed main was in conflict with the storm. The crew and the superintendent looked at all available options, including raising the storm pipe, before concluding that the only way to install the storm was to offset the 6" reclaimed main down out of the way.

This is in regards to the 6" reclaimed conflict and offset mentioned in the email below, which is not shown on the plans. The 6" reclaimed street lateral running east/west is in conflict with the new storm pipe going into storm structure SW-CAB-2. At the location of the conflict, the 6" reclaimed lateral has a tee that extends a 4" lateral in a northerly direction. To remove all conflicts will require the relocation of the tee, reconnection of the 4" lateral, and then a standard 6" offset to get the reclaimed pipe out of conflict with the new storm pipe.

The tee will have to shift east, right up against the sleeve from our previous tie in to the 6" lateral. (The sleeve is the purple box shown east of the tee.) We will then have to reconnect the tee to the 4" lateral to the north with a short piece of pipe. Assuming that the fittings are in good condition, it is our intent to re-use the existing 6"x4" tee and 4" 45 degree fittings in order to save costs. Once the tee is moved and the 4" lateral reconnected, we should be able to perform a standard 6" offset with 4 each 45-degree bends and a sleeve.

The pricing below is based on the above statements, assumes that Pinellas County will be able to shut down the reclaimed water system with no issues, and that the work is able to progress typically, with no other unforeseen change of conditions. This work is anticipated to take one day. Nelson therefore requests one additional day be added to the contract to cover this scope growth. If the work takes longer than one day, due to unforeseen conditions, Nelson will amend the attached pricing accordingly.

This work is scheduled to take place on Wednesday, 3/15/2017.

Attached for reference are the original contract plan sheet 2.09, an enlarged snapshot of plan sheet 2.09, and a picture showing the conflict.

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

Sincerely,

William Stock

David Nelson Construction Co.

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CGC012229

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



**General Contractors
Heavy Construction
Engineers
Site Work**

"An Equal Opportunity Employer"

Date: March 14, 2017

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: **RECLAIM LATERAL CONFLICTS AT 21ST 26+25.10**

On 12/30/2016, while installing 19"x30" ERCP gravity storm pipe north across the 21st Ave intersection, Nelson discovered that the 12" reclaimed lateral crossing Pass A Grille Way (PAGW) at 26+25 was in conflict with the new storm pipe. This conflict was not shown on the plans, and it was apparent that the only solution was to offset the reclaimed lateral to take it out of conflict. We immediately notified Pinellas County and the City of the conflict, and scheduled a shutdown of the reclaimed main for 01/04/2017 in order to install the offset. The crew then spent the rest of the day saw cutting the asphalt in PAGW, removing the asphalt, and digging down on the existing lateral the full length of the pipe to the tee in the old main, to ensure that the entire length of the lateral was restrained. The crew then backfilled the area and patched the road for traffic.

On the morning of 01/04/2017, Pinellas County stated that they could not shut down the reclaimed main because the 12" lateral continued from Vina Del Mar over to Tierra Verde. Shutting down the 12" lateral would cause low pressure problems at Tierra Verde. Pinellas County stated that they were required to provide a minimum of 48 hours notice to Tierra Verde for any low pressure issues or shutdowns to the reclaimed water. Nelson immediately elevated this to the City, since we were not given any notice ahead of time. While discussion of the shutdown was taking place, the pipe crew dug up the north bound lane of PAGW and the east shoulder for installation of the offset. While digging up the east shoulder it was discovered that there was not room to install a standard offset due to the close proximity of the conduit system and 8" sanitary force main. A longer and deeper reclaimed offset was therefore going to be necessary, which would benefit from dewatering. Due to these additional conflicts, and the notification requirements of Pinellas County for Tierra Verde, the shutdown of the reclaimed water was rescheduled to 01/09/2017.

On 01/09/2017 the reclaimed water was successfully shut down and the 12" reclaimed lateral was offset out of conflict with the storm pipe, conduit system and sanitary force main.

On 12/30/2016 when the initial conflict was discovered, Nelson also discovered that the reclaimed lateral was 12" in diameter, not 10" as shown on the plans. We had already installed a 10" tee in the 16" reclaimed main as called for on the plans, and therefore asked whether the 10" tee needed to be cut out and replaced with a 12" tee. On 01/23/2017 Pinellas County responded stating that the 10" tee could stay with a 10"x12" reducer to connect the old lateral to the new tee.

Due to the lost day on 01/04/2017, and the day that the offset took to install, Nelson is requesting that 2 additional days be added to the contract.

David Nelson Construction Co.

CGC012229

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(727) 786-8894 Fax

www.nelson-construction.com

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

March 14, 2017

Attached for reference are emails documenting the original notice of intent, the scheduling of the shutdowns, and the authorization by Pinellas County to leave the 10" tee in the reclaimed main. Also attached are original contract plan sheet 2.02, an enlarged snapshot of plan sheet 2.02, and a picture from 12/30/2016 showing the initial conflict.

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

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

Issue Considered: Appointments to the Firefighters' Pension Board of Trustees

Date: May 9, 2017

Prepared By: Rebecca C. Haynes, City Clerk

Prepared Through: Wayne Saunders, City Manager

Summary of Issue: The term for Mr. Keith Beattie, the fifth member of the Firefighters' Pension Board of Trustees and a Commission-approved position, expired in March 2017. During the April 20, 2017 Fire Pension Board meeting, the board voted to have Mr. Beattie serve another two-year term on the Board, to which Mr. Beattie agreed. It was the consensus of the Board to ask the City Commission to approve Member Beattie.

The term for Mr. Michael Terry, one of the Commission-appointed positions on the Firefighters' Pension Board of Trustees, expired in March 2017. During the April 20, 2017 Fire Pension Board meeting, Mr. Terry expressed his desire to serve another two-year term on the Board. It was the consensus of the board to ask the City Commission to re-appoint Member Terry.

The term for Mr. Bruno Falkenstein, one of the Commission-appointed positions on the Firefighters' Pension Board of Trustees, expired in March 2016. During the October 20, 2016 Fire Pension Board meeting, Mr. Falkenstein expressed his desire to serve another two-year term on the Board. It was the consensus of the board to ask the City Commission to re-appoint Member Falkenstein.

Requested Motion: "I move to approve Mr. Keith Beattie and re-appoint Mr. Michael Terry and Mr. Bruno Falkenstein to the Firefighters' Pension Board of Trustees."

Attachment: Correspondence from Mr. Michael Terry and Mr. Bruno Falkenstein

**Reviewed by
City Manager:** WS

April 19, 2017



Mayor and Commission, serving as a member of the Fire pension board since 1997 and my current term is expiring if it pleases you I am requesting reappointment to the Board for another term.

Respectfully;

Bruno Falkenstein

(

**6330 4th Palm Point
St. Pete Beach, Florida 33706**

April 18, 2017

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



Dear Mayor Johnson and City Commission:

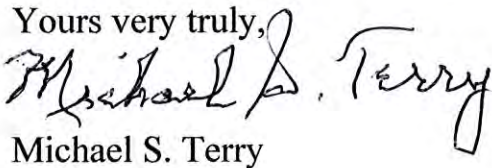
My term as trustee on the Fire Pension Board has expired. I have served on the Fire Pension Board for over 7 years. During the April 2017 meeting, the Board members granted approval that I should apply for another term.

I have considerable experience in the pension and investment areas. I worked for Northern Trust in Chicago for several years managing a sales team that sold unique software and computer tools to large pension funds. I then managed the Personal Trust Department for a large bank in Los Angeles. Finally, I was a Senior Vice President in the Asset Management and Investment Group for U.S. Bank in Portland, Oregon.

Therefore, should it be the pleasure of the City Commission, I would like to continue serving as a trustee on the Fire Pension Board.

Thank you for your consideration.

Yours very truly,


Michael S. Terry

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

Issue Considered: Approval of Resolution 2017-04, Supporting the Transportation Advocacy Group (TAG) Regional Compact

Date: May 9, 2017

Prepared By: Rebecca C. Haynes, City Clerk

Prepared Through: Wayne Saunders, City Manager

Summary of Issue: At the April 25, 2017 Commission meeting, Commissioner Finnerty requested the Commission adopt a resolution supporting Suncoast League of Cities' (SLC) position in regard to improved mobility at the local, state, and federal levels.

Funding: N/A

Requested Motion: "I move to Resolution 2017-04, (read title)".

Attachments: Resolution 2017-04

**Reviewed by
City Manager:** WS

RESOLUTION 2017-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, SUPPORTING THE TRANSPORTATION ADVOCACY GROUP REGIONAL COMPACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Transportation Advocacy Group (TAG) is serving as the Tampa Bay region's voice for better mobility at the local, state, and federal levels; and,

WHEREAS, The City of St. Pete Beach is a member of the Suncoast League of Cities (SLC); and,

WHEREAS, SLC, in collaboration with TAG, supports the expansion and modernization of technology options; and,

WHEREAS, this support will further the connectivity in the Tampa Bay region such as the Regional Fare Payment System, Traffic Management Systems Application, the OneBusWay Expansion, the north-bound Howard Frankland Bridge Replacement, and the I-275/SR 60 Interchange reconstruction.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Pete Beach, that:

Section One: The above recitals are true and correct and are incorporated herein by reference.

Section Two: The City Commission hereby supports the efforts of the Transportation Advocacy Group on a regional level.

Passed this 9th day of May, 2017, by the City Commission of the City of St. Pete Beach, Florida.

* * * * *

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney