# TWO-STEP INVITATION FOR BID (IFB)

# IFB 17-055B Clearwater Beach Transit Facility



Pinellas Suncoast Transit Authority
Procurement Division
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SUBMIT PROPOSAL

TO:

Pinellas Suncoast Transit Authority

c/o Eric L. Haubner

Attn: Two-Step IFB 17-055B 3201 Scherer Drive

St. Petersburg, FL 33716

REQUEST FOR PROPOSAL
Two-Step IFB 17-055B Clearwater
Beach Transit Facility

Contact Person: Eric L. Haubner, Purchasing Agent II, EHaubner@psta.net, 727-540-1862

Planned Procurement Schedule:	
Issue Date:	June 2, 2017
Non-Mandatory Pre-Bid Meeting & Site Visit:	June 14, 2017 9:30 a.m.
Deadline for Questions:	June 20, 2017 by 2:00 p.m. EST via email only
Response to Questions:	June 23, 2017 (Tentative)
Step 1 Submittal:	June 30, 2017 by 2:00 p.m. EST
Supplier Presentations:	July 11, 2017
Shortlist Evaluation Meeting:	July 11, 2017 (Tentative)
Step 2 Submittal:	July 27, 2017 by 2:00 p.m. EST
Final Evaluation Meeting:	August 1, 2017 (Tentative)
Board Approval:	August 23, 2017

PSTA's Mission: PSTA provides safe, convenient, accessible and affordable public transportation services for Pinellas County residents and visitors, and supports economic vitality, thriving communities, and an enhanced quality of life.

Duration of Offer: All Proposals shall remain in effect for a minimum of one hundred and twenty (120) days from the Proposal opening date. Offers that allow less than one hundred and twenty (120) days for acceptance by PSTA will be considered non-responsive and will be rejected.

Non-Mandatory Pre-Bid Meeting: All interested Bidders are invited to attend the Pre-Bid meeting. The meeting will be held at the project site location, East Shore Drive and East Highway 60 Clearwater, FL 33767. Questions may be discussed with Pinellas Suncoast Transit Authority at these meetings. Only questions submitted in writing will be considered as possible Addendum items.

Submittal Instructions: Place a label in front of your sealed Proposal envelope or package. Label should contain Purchasing Agent's name, Proposal number, Proposal title, opening date and time, and the name of the company submitting the Proposal.

Number of copies required: One (1) original, seven (7) copies and one (1) CD or USB Flash Drive shall be enclosed and sealed in envelope(s) with the Proposer's official name. The original Proposal must be clearly marked as "Original".

Addendum: From time to time, an Addendum may be issued to the solicitation. Any such Addendum will be posted on Pinellas Suncoast Transit Authority's (PSTA) web site, <a href="www.psta.net">www.psta.net</a>. Before submitting your Proposal please check our website to download any Addendums that may have been issued. Please remember to sign and return the Addendum's Acknowledgement Form Attachment 1 with your completed Proposal package.



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## **SECTION 1: INTRODUCTION**

#### **Profile of the Authority**

Pinellas Suncoast Transit Authority (PSTA or the Authority) was created in 1984 via a merger of the St. Petersburg Municipal Transit System and the Central Pinellas Transit Authority to provide Pinellas County with a cohesive public transit system. A fleet of 210 buses and 16 trolleys serve 38 fixed routes throughout Pinellas County.

Pinellas County is 280 square miles with approximately 954,569 residents (2010 Census). Pinellas County is located along the west coast of Florida and includes a corridor of smaller beach communities along the Gulf of Mexico. Pinellas County is the second smallest county in the state of Florida; however, it is the most densely populated county in the state and is nearly three times more densely populated than the next closest county.

The Authority serves most of the unincorporated area and 19 of the County's 24 municipalities. This accounts for 98% of the County's population and 97% of its land area. The cities of St. Pete Beach, Treasure Island, Kenneth City, Belleair Beach, and Belleair Shore are not members of the Authority; however, St. Pete Beach and Treasure Island do contract for trolley service.

During fiscal year 2016, PSTA's vehicles traveled a total of 9.1 million revenue miles, providing approximately 611,000 hours of service, and 12.4 million passenger trips.

#### **Officials**

The Authority is governed by a Board of Directors comprised of thirteen elected officials, and two non-elected officials, one of which is appointed by the Pinellas County Board of Commissioners and the other by the St. Petersburg City Council. Operating expenses are covered through state and federal funds, passenger fares, and ad valorem taxes.

#### **Services and Service Delivery**

The Authority provides virtually all public transportation services in this area. These services include fixed route, demand response, and specialized services. The Authority maintains over 4,906 bus stops, 531 shelters, 14 transfer hubs, 4 customer service centers, and a fleet of 210 buses. Persons with disabilities who are unable to use regular bus service may be eligible for an ADA paratransit specialized service or Demand Response Transportation (DART). Since DART offers vehicles that are equipped with wheelchair lifts they are accessible to passengers in both wheelchairs and electric carts. DART service is a complement to the Authority's fixed routes with service available to certified customers during the same days and hours as the fixed route bus service at a fare of not more than twice the regular bus fare.



# **INSTRUCTIONS TO PROPOSERS/BIDDERS**

The intent of this two-step Invitation For Bid (IFB) is to solicit offers from design-engineering firms for a canopy as outlined in the specifications documents and to secure a construction firm for a turn-key project to construct a new bus bay and canopy along the north side of Causeway Boulevard in Clearwater Beach, Florida.

IFB 17-055B is a two-step selection process. Bidders will submit proposals for step 1 that include qualifications and the proposed canopy design. PSTA will then select a minimum of two Bidders that will provide priced sealed bids as step 2, to complete the entire project.

#### IFB 17-055B:

- 1. Step 1 Requirements
  - a. Unpriced Technical Proposal to include canopy design submittal
- 2. Step 2 Requirements for those firms whose designs are selected
  - a. Priced Sealed Bids for completion of the entire project including sealed drawings



#### **SECTION 2: SCOPE OF WORK**

#### 2.1 OVERVIEW

Pinellas Suncoast Transit Authority (**PSTA**) in cooperation with the City of Clearwater will construct a new bus bay along the north side of Causeway Boulevard in Clearwater Beach for the improvement of bus services and operations related to beach access.

The purpose of this project is to construct a new bus bay along the north side of Causeway Boulevard in Clearwater Beach, Florida. The location of this new bus bay is just east of the intersection of Causeway Boulevard and East Shore Drive. This project will include the construction of a boardwalk structure connecting the sidewalk running along the north side of Causeway Boulevard to the Gateway Parking Lot #43 owned by the City of Clearwater. In addition, a canopy structure will be constructed adjacent to the proposed bus bay and over the boardwalk connection.

This project requires construction for roadway, drainage, signage and pavement markings, structures, and utility coordination, etc. Other improvements will be handled by the City of Clearwater and are not a part of the scope for this project including landscaping, transit amenities, and signalization.

Causeway Boulevard from East Shore Drive to the bridge over the Clearwater Harbor Channel is classified as an urban principal arterial. This section is a four-lane divided roadway with 10-foot travel lanes, a 13-foot median with Type D median curb, Type F curb and gutter along the outside in both directions, 15' landscape areas on both sides, a 10-foot sidewalk on the north side, and 15-foot sidewalk on the south side. There is an existing stormwater pond located along the north side of Causeway Boulevard between the sidewalk and the parking lot.

The Proposer shall design a canopy system and provide signed and sealed engineering plans.

The Proposer shall construct the Bus Bay per the engineering plans in Exhibit E and also design-build and construct the canopy system per specifications in Exhibit D.

#### 2.2 ROADWAY

The improvements associated with this project will extend from 40-feet east of Lake Shore Drive to 100-feet west of the bridge over Clearwater Harbor Channel. There will be a bus bay 340-foot in length constructed along the north side of Causeway Boulevard. The bus bay will be 13-feet in width and will be constructed with asphalt pavement. There will be a drop curb constructed between the bus bay pavement and the existing roadway pavement. There will be a Type F curb and gutter constructed along the back of the bus bay pavement. The existing 10-foot wide sidewalk adjacent to the bus bay will be reconstructed with 6-inch thick concrete. A 6-inch thick concrete landing area with ramps transitioning to the existing parking lot pavement will be constructed at the end of the boardwalk connection within the existing parking lot area. The traffic control plan for this project will utilize Index 612 for the construction of the bus bay. A pedestrian detour will be utilized to route pedestrians around the work zone.

#### 2.3 DRAINAGE

The existing drainage system along Causeway Boulevard is a closed storm pipe drainage system. There is an existing linear storm water pond located along the north side of Causeway Boulevard between the existing sidewalk and parking lot. The bus bay pavement will be sloped towards the existing roadway. The bus bay improvements will impact an existing curb inlet, which will be removed and replaced with a Type V Inlet. This will also require a portion of the existing roadway pavement to be reconstructed. A Southwest Florida Water



Management District (SWFWMD) minor permit modification is necessary in order to construct the boardwalk connection over the existing stormwater pond to the parking lot. PSTA will be responsible for obtaining this permit.

#### 2.4 SIGNAGE AND PAVEMENT MARKINGS

This project will include striping and pavement messages for the bus bay improvements. Striping will also be added within the parking lot adjacent to the landing area with ramps. Four parking spaces will be closed due to the improvements within the parking lot. Two existing signs will be relocated to the median due to the bus bay improvements.

#### 2.5 STRUCTURES

This project will include the construction of a 10-foot wide synthetic boardwalk connecting the sidewalk running along the north side of Causeway Boulevard to the Gateway Parking Lot #43 owned by the City of Clearwater. A canopy structure will be constructed over the sidewalk located adjacent to the bus bay and over the boardwalk connection to the parking lot. The canopy structure will require several anticipated foundations constructed along the back of the sidewalk.

#### 2.6 UTILITIES

There are eight utility agency owners located within the project limits. There will be anticipated utility relocations and adjustments due to the bus bay improvements, mainly due to the canopy foundations. Utility coordination is on-going with all utility agency owners. As information is received, the plans will be updated with plan revisions. Additional subsurface utility engineering (SUE) is being scheduled for the anticipated canopy foundation locations.

#### 2.7 DESIGN-BUILD FOR CANOPY

Please see Exhibit D for Tensioned Fabric Structure Specifications.

#### 2.7.1 TENSIONED FABRIC STRUCTURE SUMMARY

The tensioned fabric structure Manufacturer shall be responsible for the structural design, detailing, fabrication, supply, and installation of the tensioned fabric structure. The intent of this specification is to establish in the first instance an undivided, single-source responsibility of the Manufacturer for all of the foregoing functions.

All element sizes, material strengths, forces and quantities shown on the solicitation document, engineering plans, drawings and related documents are to be taken as a developed concept. Final structural analysis and design are the responsibility of the manufacturer. The manufacturer is responsible at the time of Proposal to determine any costs related to their design, concrete foundations and member sizing for the product.

Material specifications for the tensioned fabric structure are as follows: PVC coated polyester fabric with 20 year warranty, color: white Steel frame using A500 grade B hollow structural sections Frame shall be assembled on site with bolts, no field welding required Cables shall be stainless steel 1x19 construction with adjustable end fittings Frame finish shall be a three (3)-part epoxy paint



#### 2.8 GENERAL REQUIREMENTS

2.8.1 Examination of Drawings, Site and Contract Documents - Proposers shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing facility and other conditions relative to compliance with this specification. Before submitting Proposals, each Proposer(s) is recommended to visit the location of the proposed work to fully understand the existing site/surface/subsurface/above surface conditions, and examine the Contract Documents, to become familiar with all provisions affecting the work. Failure to fully understand the existing site conditions, or Contract Documents, will not relieve the contractual obligations or be cause for additional compensation.

No plea of ignorance by the Proposer of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Proposer to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of PSTA or the compensation of the Proposer(s).

It is the responsibility of the Proposer(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Proposer's knowledge and observations with the Contract Documents and such other related data; and to promptly notify PSTA of all conflicts, errors, ambiguities or discrepancies, which any Proposer has discovered in or between the Contract Documents and such other related documents.

#### 2.8.2 INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- A. By submission of a Proposal, the Proposer acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including, but not limited to:
  - conditions bearing upon transportation, disposal, handling, and storage of materials;
  - the availability of labor, water, electric power, and roads;
  - uncertainties of weather, flooding patterns and water drainage, or similar physical conditions at the site;
  - the conformation and conditions of the ground; and
  - the character of equipment and facilities needed preliminary to and during work performance. The Proposer acknowledges that its undertaking to complete the contract within the contract schedule includes an allowance or the normal number of days in which contract work may be partially or totally delayed because of weather during the season and at the location the contract will be performed and that the Proposer shall not be entitled to excusable delays or compensation for such delays. The Proposer also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, access to the site, and territory surrounding the site, including all exploratory work done by PSTA as well as from the drawings and specifications made a part of this contract. Any failure of the Proposer to take the actions described and acknowledged in this paragraph will not relieve the Proposer from responsibility for estimating properly the difficulty and cost of successfully performing the work or for proceeding to perform the work successfully without additional expense to PSTA.



B. PSTA assumes no responsibility for any conclusions or interpretations made by the Proposer based on the information made available by PSTA. Nor does PSTA assume responsibility for any understanding reached or representation made concerning conditions, which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

#### 2.8.3 DRAWINGS

- A. The Proposer shall keep on the work site a copy of the drawings and specifications and shall at all times give the PSTA Project Manager access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of a discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to PSTA Project Manager, who shall promptly make a determination in writing. Absent such submission, the most restrictive, greatest quantity, or highest standard shall govern. Any action or adjustment by the Proposer without such a determination shall be at its own risk and expense.
- B. PSTA's Project Manager or designee shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- C. Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Project Manager is intended; and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Project Manager, unless otherwise expressly stated.
- D. Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean, "provide complete in place" (that is, "furnished and installed").
- E. Shop drawings means drawings submitted to the Authority by the Proposer, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Proposer to explain in detail specific portions of the work required by the contract. The Authority may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- F. If this project requires shop drawings, the Proposer shall coordinate all such drawings and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Project Manager without evidence of the Proposer's approval may be returned for re-submission.
- G. The Project Manager will indicate an approval or disapproval of the shop drawings and, if not approved as submitted, shall indicate the Authority's reasons therefore. Any work done before such approval shall be at the Proposer's sole cost and expense. Approval by the Project Manager



shall not relieve the Proposer from responsibility for any errors or omissions in such drawings or from responsibility for complying with the requirements of this contract, except with respect to variations described.

- H. If shop drawings show variations from the contract requirements, the Proposer shall describe such variations in writing, separate from the drawings, at the time of submission. If the Project Manager approves any such variation, the Purchasing Agent shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- 2.8.4 Proposal Price Proposers must agree to accomplish all work, furnish all items and materials that are awarded to them as a result of their response to this specification at the price(s) indicated on the respective Proposal Form. Proposers shall guarantee that said price(s) shall be firm, not subject to escalation, for one hundred twenty (120) days after Proposal opening. Submittal of a Proposal shall be prima facie evidence of the Proposer's intent to comply with this requirement. Any Proposal submitted with escalation clauses shall be rejected. PSTA reserves the right to request that bidders extend/hold firm their prices beyond 120 days without penalty to the Agency or the bidders.
- **2.8.5 Qualifications** Proposers shall have the necessary organization, experience, capital, license, certification and equipment to carry out the provisions of the Contract documents to the satisfaction of PSTA. It is the Proposer's responsibility to submit the proper license and certification necessary to perform the work with their Proposal.
- 2.8.6 Variances to Specifications Proposers must indicate any variances to the Specifications in its Proposal. Additionally, if Proposals are based on alternate products, Proposer must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in the proposal, it shall be construed that the Proposal fully conforms to the Specifications.
- 2.8.7 OSHA Compliance Proposers must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.
- 2.8.8 Miscellaneous Testing The Proposer(s) must agree to reimburse PSTA for any expenditure incurred by PSTA in the process of testing products supplied by the Proposer if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by PSTA to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by PSTA in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Proposer from other remedies.
- **2.8.9 Permits** The Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer and PSTA's Project Manager with successful Proposer(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Proposer(s).



- 2.8.10 Familiarity with Laws The Proposer shall be familiar with all federal, state, and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Proposer will in no way relieve itself from responsibility. Proposer will submit all Proposals in compliance with 28 C.F.R. §35.151. Proposers and all Subcontractors must comply with § 119.0701, Fla. Stat. (2013). The Proposer and all Subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Proposer in conjunction with this Proposal, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).
- **2.8.11 Damage to Property** The Proposer shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Proposer, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Proposer, and at the Proposers expense.

#### 2.9 SPECIAL REQUIREMENTS

- 2.9.1 Defective Work All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by PSTA, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until PSTA has issued written approval to the selected Proposer(s). Without unnecessary delay and without any additional cost to PSTA, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to PSTA. If the Selected Proposer(s) fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, PSTA, or his/her designee, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the selected Proposer(s) and may be deducted from any moneys due to the Selected Proposer(s) or his Surety.
- **2.9.2** Repair or Replacement Should any defect appear during the warranty period, the selected Proposer(s) shall, at their own expense, have repaired or replaced such item upon receipt of written notice from PSTA of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from PSTA of the defect.
- 2.9.3 Samples Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Proposer's expense. Request for the return of samples must be made within thirty (30) days following opening of Proposals. Each individual sample must be labeled with Proposer's name, solicitation number, and item number. Failure of Proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the Proposal. Unless otherwise indicated, samples should be delivered to PSTA's Project Manager.
- **2.9.4 Construction Sequence/Project Schedule** The construction sequence shall be established by the successful Proposer(s) and forwarded to PSTA for approval of the Project Schedule. The schedule shall be prepared using a Critical Path Method or other approved project-scheduling tool.



The successful Proposer(s) shall submit to PSTA a complete project schedule within seven (7) days prior to the execution of the contract. Said schedules shall be updated and resubmitted to PSTA on the twenty-fifth (25th) day of every month along with the successful Proposer(s) pay request. Pay Requests submitted without a revised Project Schedule will not be forwarded to PSTA for payment. The project schedule must be approved by PSTA prior to contract execution, and shall include, at a minimum, a detailed breakdown of the standard construction operations for the project. The submitted and approved schedule shall not change unless approved in writing by PSTA. In the event a modification is approved to the schedule and additional inspections will be required, the additional cost shall be paid by the successful Proposer(s) to PSTA.

The Contractor shall coordinate and prepare, using input supplied by its subcontractors, a schedule using the Critical Path Method (CPM) which shall show clearly the sequence of all Contract work. Each activity on the schedule shall be identified with a description of the work, and a duration in days for the performance of the activity. Activities should be identified in such a way so as to break down work tasks into categories not exceeding thirty (30) working days. Each activity shall be identified with the bid item under which payment shall be made, if applicable. The CPM schedule shall be subject to the prior approval of the Project Manager. The Contractor shall submit to the Project Manager, one (1) reproducible (sepia) of an updated schedule each month. Such updated schedules shall have completed activities removed or otherwise noted - as such. Whenever changes to the Project are authorized which add or delete activities and/or revise time for performance of existing activities and/or revised sequence of operation, they shall be reflected in the next updated schedule

- **2.9.5 Safety Precautions** The Proposer shall erect and maintain all necessary safeguards for the protection of the Proposer's employees and subcontractor(s), PSTA's personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The selected Proposer's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the selected Proposer's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the selected Proposer(s).
- **2.9.6 Personal Protective Equipment (PPE)** All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.
- 2.9.7 Discrepancies If, in the course of performing work resulting from an award under this specification, the selected Proposer(s) finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the selected Proposer(s) shall immediately inform PSTA of the discrepancy. The selected Proposer(s) shall thereafter proceed as authorized by PSTA who will document any modification to these specifications that PSTA has authorized in writing as soon as possible.
- **2.9.8** Adjustments The selected Proposer(s) shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement. The selected Proposer(s) shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.



- **2.9.9 Sanitary Conditions** The selected Proposer(s) shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Selected Proposer(s) shall commit no public nuisance.
- 2.9.10 Access to Work The selected Proposer(s) shall be responsible to permit PSTA, its inspectors, and other authorized representatives of PSTA to have access to all parts of the work, and to all materials intended for use in the work at all times. Designated PSTA personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by PSTA.
- **2.9.11 Foreman or Superintendent and Workmen** The selected Proposer(s) shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with PSTA. The selected Proposer(s) shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the contract Documents.

It is prohibited as a conflict of interest for a Proposer to subcontract with a consultant to perform Proposer Quality Control when the consultant is under contract with PSTA to perform work on any project described in the Proposer's contract with PSTA. Prior to approving a consultant for Proposer Quality Control, the Proposer shall submit to PSTA a certificate from the proposed consultant certifying that no conflict of interest exists.

- **2.9.12 Permission to Use** The selected Proposer(s) shall permit any portion of the new work, which is in suitable condition, to be used by PSTA for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the selected Proposer(s).
- 2.9.13 Labor and Equipment The selected Proposer(s) shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The selected Proposer(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the selected Proposer(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.
- **2.9.14 Standard Production Items** All products and materials used must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

#### 2.10 FREIGHT

All freight pickup, delivery, handling costs shall be the responsibility of the Proposer including warranty replacements and reflected in their response to this solicitation.

#### 2.11 WARRANTY



The Proposer shall furnish factory/manufacturer warranty on all items furnished hereunder against defect in materials and/or workmanship. The factory/manufacturer warranty shall become effective on the date of installation. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful Proposer shall repair or replace same at no cost to PSTA. Implied Warranty of Merchantability – It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed.

All products furnished by the Proposer(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Proposer(s) to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are accepted by PSTA and Proposer has received final payment.

#### **2.12 OTHER**

- A. Guaranties and Warranties: Guarantees and Warranties on workmanship and materials shall be stated in your Proposal.
- B. Laws: All work shall conform to all applicable industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards.
- C. License: Proposers performing work are required to have a Florida Contractor's License. All Licenses for any Proposers must be current on the day of contract award and throughout the length of the project.
- D. Measurements: Proposers are responsible for all measurements.
- E. Permits: Proposer shall be responsible for securing all permits and underground utility locates. PSTA will assist the Proposer in any way possible to expedite the permit process.
- F. Site Project / Cleanup: Proposer is responsible for proper handling of materials, to include discarding of debris and keeping the worksite clean. Proposer is responsible for restoring any ground or landscaping disruption due to this project. The Proposer shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Proposer shall remove from work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of PSTA. Upon completing the work, the Proposer shall leave the work are in a clean, neat, and orderly condition satisfactory to PSTA.
- G. Unfair Advantage: PSTA prohibits Proposers, who have been award a contract and provided drawing specifications, from being able to submit a Proposal on future construction projects related to those drawings to avoid a potential unfair advantage.



#### **SECTION 3: GENERAL PROPOSAL INFORMATION**

#### 3.1 MINIMUM QUALIFICATIONS

- A. The Proposer shall have a Registered, State of Florida, General Contractor, with at least 5 years of experience, in construction and design services.
- B. Should have been in business a minimum of three (3) years performing the required or similar type services.
- C. Must be a licensed General Contractor in the State of Florida and must comply with regulatory legislation, Chapter 76-489, Laws of Florida, as amended.
- D. Proposer must provide a minimum of four (4) references that demonstrate experience construction and Design-Build to public or private entities.
- E. Proposer must or have the ability to be licensed to do business in the State of Florida by contract execution.
- F. Ability to meet PSTA's insurance requirement for minimum amounts of insurance: commercial general liability insurance and professional (errors and omissions). Proposer selected for award must be able to provide a copy of Certificates of Insurance evidencing coverage as required, listing PSTA as an additional insured. Policies other than Worker's Compensation shall be issued only by companies authorized to conduct business in the State of Florida.
- G. The Proposer shall have all the required licenses and certifications necessary to perform the required services. The approved license for this service is a State of Florida General Contractor license. No other license will be accepted. It is the Proposer's responsibility to verify that their subcontractors or other suppliers possess the proper licenses and certifications to perform the work within Pinellas County prior to submitting your proposal.
- H. The Proposer must provide a 100% Performance Bond and a 50% Payment Bond.

PSTA shall make such investigations as deemed necessary to determine ability of Proposer to perform the work and Proposer shall furnish to PSTA all such information and data for this purpose that PSTA may request.

PSTA reserves the right to reject the Proposal of any Proposer, who has previously failed to perform properly, or to complete on time, contracts of similar nature; who is not in a position to perform required services, or who has habitually and without cause neglected payment of bills or otherwise disregarded obligations to a subcontractor, supplier, or their employees.

#### 3.2 PUBLIC MEETINGS

Notice of any public meetings pertaining to this solicitation shall be posted on PSTA's website.

#### 3.3 COMPLIANCE WITH SOLICITATION REQUIREMENTS

A. Each Proposal should meet the requirements specified in this solicitation.



- B. Failure to submit the required forms and information in the manner specified may result in the Proposal being found non-responsive, at the sole discretion of PSTA.
- C. Proposals failing to demonstrate the stated minimum qualifications may be deemed non-responsible, at the sole discretion of PSTA.
- D. PSTA objects to and shall not consider any additional terms or conditions submitted by a Proposer, including documents attached to the Proposal. In submitting its response, Proposer agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, may be grounds for rejecting a Proposal.
- E. Failure to submit requested references at the time of Proposal submittal may, in the sole discretion of PSTA, result in the Proposal being declared non-responsive. In addition, Proposer may be declared non-responsible if the references provided cannot verify the required experience as described in this solicitation.

#### 3.4 ADDITIONAL INFORMATION

PSTA reserves the right to request clarifications or additional information from any Proposer. Specific questions may be addressed to each of the Proposers as applicable.

### 3.5 LOBBYING/ CONTACTS WITH PSTA STAFF AND PSTA BOARD (Cone of Silence)

- A. After the issuance of the solicitation, prospective Proposers or any agent, representative or person acting at the request of such Proposer shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent or employee of PSTA, including members of evaluation committees including, PSTA Board Members, members outside of PSTA, other than the Purchasing Agent named in the solicitation. Failure to comply with this provision may result in the disqualification of the Proposer, at the option of PSTA.
- B. Notwithstanding the forgoing, during the negotiation period, Proposer may communicate with those members of PSTA staff, consultants, or third parties designated by PSTA's Director of Procurement.
- C. Lobbying of any PSTA board member, officer, evaluation committee member, employee, agent or attorney by a Proposer, any member of the Proposer's staff, any agent or representative of the Proposer, whether compensated or not, or any person employed by any legal entity affiliated with or representing the Proposer shall be prohibited. Lobbying is strictly prohibited from the date of the advertisement or on a date otherwise established by the PSTA Board of Directors, until an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Nothing herein shall prohibit a Proposer from contacting the Procurement Division to address situations such as clarification and/or questions related to the procurement process or protest. PSTA Chief Executive Officer shall deem any Proposer who violates the provisions of this Paragraph non-responsible and non-responsive, and the Proposer's submittal shall not be considered by the evaluation committee or the Board of Directors. Any board member, officer, evaluation committee member, employee, agent or attorney who has been lobbied shall immediately report the lobbying activity to the Chief Executive Officer.



#### 3.6 APPLICABLE LAWS

Prior to entering into a contract with PSTA, the Proposer must be authorized to transact business in the State of Florida.

Each Proposer is responsible for full compliance with all applicable local, state and federal laws, ordinances and regulations. The Proposer shall have and must provide all applicable insurance, permits, licenses, etc. which may be required by federal, state or local law. The successful Proposer shall be required to submit proof of all licenses and/or certifications required by PSTA upon request.

#### 3.7 MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price will prevail. In the event of addition error(s) the extension totals will prevail. Written prices shall prevail over figures. All Proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

#### 3.8 SOLICITATION EXPENSES

Proposers shall bear all costs and expenses incurred in preparation of Proposal in response to this solicitation, or to procure or contract for goods or services. Proposer shall be responsible for all costs incurred as part of their participation in this process.

#### 3.9 OWNERSHIP AND FORMAT OF WORK PRODUCT

All plans and specifications developed under any contract resulting from this solicitation shall become the property of PSTA and may not be re-used by the Proposer without PSTA's permission, if applicable. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this solicitation is to be the sole property of PSTA unless stated otherwise in the contract.

#### 3.10 ROYALTIES AND PATENTS

The Proposer shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Proposers shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save PSTA harmless from loss on account thereof, including costs and attorney's fees.

#### 3.11 SEALED PROPOSALS

All Proposal sheets and the original forms must be executed and submitted in a sealed envelope. Proposals submitted electronically <u>will not</u> be considered. All Proposals are subject to the conditions specified herein. Proposals that do not comply with these conditions are subject to rejection, at the sole discretion of PSTA.

#### 3.12 LATE PROPOSALS or WITHDRAWAL OF PROPOSALS

- A. Any Proposal received at PSTA office designated in the solicitation after the time specified for receipt of Proposals <u>will not</u> be considered and will be returned to the Proposer at the expense of the Proposer.
- B. Modifications in writing received prior to the time set for the Proposal opening will be accepted, however will not be considered if received after the time set.



C. A Proposal may be withdrawn by the Proposer or their authorized representative, provided their identity is made known and a receipt is signed for the Proposal or written authorization provided, and only if the withdrawal is made prior to the time specified for receipt of Proposals.

#### 3.13 PUBLIC RECORDS

All Proposals submitted are public records subject to production upon notice of intended decision or 30 days after Proposal opening, whichever is earlier, unless specifically exempt by Florida Statutes. Proposals which contain information that is "trade secret" as defined in Section 812.081, Florida Statutes, or otherwise exempt from Chapter 119, Florida Statutes shall be designated as such and the trade secret or exempt information shall be explicitly identified. However, any information marked as "trade secret" or exempt may be produced by PSTA in response to a public records request if PSTA determines, in its sole discretion, that the information does not meet the definition of "trade secret" in Section 812.081 or other specific statutory exemption and is not exempt from Chapter 119, Florida Statutes. Proposers may not designate its entire Proposal as confidential. The Proposer may not designate its cost proposal or any required proposal forms or certifications as confidential.

#### 3.14 INTERPRETATION OF SOLICITATION DOCUMENTS

No oral interpretations will be made to any Proposer as to the meaning of specifications or any other contracts documents. All questions pertaining to the terms and conditions or Scope of Work of this solicitation must be sent in writing (e-mail, or fax) and received by the date specified. Responses to questions may be handled as an Addendum if the response would provide clarification to requirements of the Proposal. All such Addendum shall become part of the contract documents. PSTA will not be responsible for any other explanation or interpretation of the solicitation made or given prior to the award of the contract. PSTA will be unable to respond to questions received after the specified time frame. If no request for clarification is submitted by Proposers all conditions and requirements contained within are accepted and understood by Proposers.

#### 3.15 ADDENDUM TO SOLICITATION

If it becomes necessary to revise this solicitation, an Addendum will be posted to PSTA website.

#### 3.16 GENERAL FORMAT

In preparing the Proposal, please duplex print all sections to reduce paper consumption and use recycled products, where feasible. Proposals shall be prepared on 8.5" x 11" paper with 1" margins on all sides. Typing shall be single spaced and no smaller than font size 11. Use of 11" x 17" fold out sheets for large tables, charts or diagrams is permissible, but should be limited. Each part of the Proposal should be clearly labeled and tabbed for easy reference.

#### The Proposals shall:

- Contain concise written materials that enable the Evaluator to clearly understand the Proposer's capabilities and approach to providing the requested services.
- Specifically describe the Proposer's role in relationship to its Subcontractors and shall describe the interfaces with said Subcontractors, if applicable.
- Reflect a level of understanding of the work required.



The Proposals shall be addressed to: Pinellas Suncoast Transit Authority c/o: Eric L. Haubner, Purchasing Agent II Attn.: Two-Step IFB 17-055B 3201 Scherer Drive St. Petersburg, Florida 33716

If a Proposer's submittal does not all fit in one box, please mark the boxes accordingly (example – Box 1 of 2, Box 2 of 2).

#### A. Cover Letter:

- A cover letter transmitting the Proposal should be submitted and dated. The letter must indicate that the Proposer agrees to be bound by the Proposal without modifications, unless mutually agreed to upon further negotiations between PSTA and the Proposer.
- The cover letter shall contain the name, title, address, e-mail address, and telephone number(s) of an individual(s) with authority to bind the Proposer during the period in which PSTA is evaluating Proposals. The cover letter should also identify the legal form of the Firm. If the Firm is a corporation, the cover letter shall identify in which state the company is incorporated. If a consortium, joint venture or team approach is being proposed, provide the above information for all participating firms. The Proposer should specifically describe the Proposer's role in relationship to its Subcontractors and shall describe the interfaces with said Subcontractors.
- The cover letter shall be signed by a principal of the Proposer or other person fully authorized to act on behalf of the Proposer or team.

#### B. Table of Contents:

The Table of Contents should identify locations of all sections in the Proposal.

#### C. References:

Proposers must provide a minimum of four (4) references. The reference will contain the companies name, address, phone number, point of contact, the size of the project and description. Should indicate whether private and/or public sector. References should be for similar or related services that proposed key staff members for this service have worked.

#### 3.17 FORMS

Proposer should comply with these requirements in order to be considered for contract award. All attachments should be completed, signed, and submitted with the Proposal.

- ATTACHMENT 1 Acknowledgement of Addendum
- ATTACHMENT 2 Proposer Information Form
- ATTACHMENT 3 Price Form
- ATTACHMENT 4 Statement of No Proposal
- ATTACHMENT 5 Non-Collusion Affidavit
- ATTACHMENT 6 Certification of Restrictions on Lobbying
- ATTACHMENT 7 Disclosure of Lobbying Activities



- ATTACHMENT 8 Certification of Contractor Regarding Debarment, Suspension, and Other Responsibility Matters
- ATTACHMENT 9 Certification of Lower Tier Participants (Subcontractors) Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- ATTACHMENT 10 DBE Participation Form
- ATTACHMENT 11 DBE Good Faith Efforts Documentation Form
- ATTACHMENT 12 E-Verify Affidavit
- ATTACHMENT 13 Contractor's Statement on Subcontractor's
- ATTACHMENT 14 Drug Free Workplace Program
- ATTACHMENT 15 Contractor's and Lower Tier Participant's Reference Form



#### **SECTION 4: PROPOSAL EVALUATIONS**

PSTA reserves the right to accept or reject any or all Proposals and may select, and negotiate with one or more Proposers concurrently and enter into a Contract with such Proposer who is determined, in PSTA's sole discretion, to provide the services which are in the best interest of PSTA. PSTA may agree to such terms and conditions as it may determine to be in its interest.

PSTA Selection Evaluation Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, request presentations, or ask Proposers to appear before the Selection Evaluation Committee to clarify their Proposal. If PSTA chooses to request presentations/interviews of some or all proposing Proposers, they will be held on <u>July 11, 2017</u> at PSTA's office.

Proposals will be opened immediately after the Proposal submittal date and time by PSTA, Procurement Division. The public may attend the Proposal opening, but may not immediately review any Proposal submitted until PSTA provides a notice of intended decision. The names of Proposers only will be read aloud at the time of opening.

The Selection Evaluation Committee will evaluate the Proposals in accordance with the evaluation criteria listed below. Proposers shall include sufficient information to allow the Selection Evaluation Committee to thoroughly evaluate and score their Proposals.

#### 4.1 EVALUATION CRITERIA

The evaluation criteria below shall define the factors that will be used by the Selection Evaluation Committee to evaluate and score responsive, responsible and qualified Proposers.

PROPOSAL EVALUATION CRITERIA	WEIGHTED FACTORS
IFB 17-055B STEP 1	
Experience and Qualification of Proposer and Proposer Team	40%
Design Approach (Canopy)	30%
Project Approach, Methodology and Schedule	30%
IFB 17-055B STEP 2	
Cost To Provide Services	Lowest Cost

#### **Oral Interview/Presentations**

PSTA may choose to conduct presentations/interviews on <u>July 11, 2017</u> and make a final contract award based on the same criteria as the initial evaluation listed above. Following the interviews/presentations, the Selection Evaluation Committee may adjust the initial evaluation scores. Selected Proposers may be given a presentation topic to be addressed during their interviews/presentation.

#### 4.2 QUALIFICATIONS FOR AWARD

PSTA will make an award, if any, to the Proposer which is responsive and responsible in all respects to these procurement requirements, a determination that shall be made solely at the discretion of PSTA. The Proposer affirms and declares:

1. The Proposer has the capacity to do business within the State of Florida.



- 2. The Proposer has the capability to assure completion of the required services within the time specified under this contract.
- 3. The Proposer presently has the necessary facilities, financial resources and licenses to complete the contract in a satisfactory manner and within the required time.
- 4. The Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or the contract proposed to be entered into.
- 5. The Proposer is not in arrears to the Pinellas Suncoast Transit Authority upon debt or contract and is not defaulting as surety or otherwise, upon any obligation to the Pinellas Suncoast Transit Authority.
- 6. No member, officer, or employee of PSTA during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- 7. To be "qualified" by PSTA, the Proposer must have all State and Local licenses as legally required that are necessary to perform and complete the work as called for herein.
- 8. The Proposer is not on the Comptroller General's list of ineligible consultants.

No PSTA employee, officer, or agent, including any member of an evaluation committee for a PSTA project, may participate in the selection, award, or administration of a PSTA contract if a real or apparent conflict of interest would exist. Such a conflict would exist when any of the following parties has a material, financial or other interest in a firm selected for award: any employee, officer, or agent of PSTA; any member of his/her immediate family; his/her partner; or an organization employing or about to employ any of the preceding. Any interest as owner or stockholder of one percent (1%) or less in such a firm shall not be deemed to be a material financial interest, but serving as Director, officer, consultant, or employee of such an organization would be deemed a material interest.



#### **SECTION 5: GENERAL CONDITIONS**

#### 5.1 RIGHTS OF PSTA IN THE SOLICITATION PROCESS

PSTA may investigate the qualifications of any Proposer under consideration. PSTA may require confirmation of information furnished by a Proposer and require additional evidence of qualifications to perform the Services described in this solicitation. In addition to any rights conveyed by Florida law, PSTA specifically reserves the right to:

- Disqualify any Proposer in accordance with this solicitation
- Reject any or all of the Proposals, at its discretion
- Remedy errors in the solicitation
- Cancel the entire solicitation
- Issue subsequent solicitation
- Rank firms and negotiate with the highest ranking firm
- PSTA reserves the right to select the Proposal that it believes will serve the best interest of PSTA
- Appoint evaluation committees to review Proposals
- Seek the assistance of outside technical experts to review Proposals
- Approve or disapprove the use of particular Subcontractors and Suppliers
- Establish a short list of Proposers eligible for discussions after review of written Proposals
- Determine whether or not a Proposer is a responsible Proposer
- Award a contract to one or more Proposers
- Request any necessary clarifications or Proposal data without changing the terms
- Disqualify the Proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s)
- Waive any informalities or irregularities in any Proposal, to the extent permitted by law

This solicitation does not bind or commit PSTA to enter into a contract with any of the Proposers. In the event PSTA rejects all Proposals and concurrently provides notice of its intent to reissue, all Proposals will be exempt from public record production until PSTA issues a notice of intended decision on the reissued Request for Proposals.



#### 5.2 PROPOSAL PROTEST PROCEDURES

Right to Protest: Any interested party, who wishes to protest a PSTA decision or intended decision concerning a Proposal or a contract award, shall file a written Notice of Protest with the Chief Executive Officer of PSTA within seventy-two hours after the posting of the tabulation sheet or after the issuance of the notice of PSTA's decision or intended decision and shall file a formal written protest within ten days after the date of the Notice of Protest. The formal written protest shall state with particularity the basis of the protest, including the facts and law upon which the protest is based, and providing any supporting documentation. Failure to file a Notice of Protest or failure to file a formal written protest within the time periods set forth above shall constitute a waiver of protest.

#### 5.3 TAX EXEMPTION

PSTA is exempt from payment of all Federal, State, and local taxes in connection with this solicitation. Said taxes shall not be included in the Proposal or Proposal prices. PSTA will provide necessary tax exemption certificates. This provision does not relieve the Proposer from the responsibility to pay all applicable taxes for goods, services, and labor acquired in the performance of this Project.

#### 5.4 WITHHOLDING AWARD

This solicitation for Proposals does not bind or commit PSTA to award a Contract.

#### 5.5 PROPOSAL ACCEPTANCE, REJECTION, AND POSTPONEMENT

PSTA reserves the rights to postpone, accept, or reject any and all Proposals in whole or in part, on such basis as PSTA deems to be in its best interest to do so, subject to the rules and regulations set forth by the U.S. Department of Transportation.

Any person, firm, corporation, joint venture/partnership, or other interested party that has been compensated by PSTA or a consultant engaged by PSTA for assistance in preparing the solicitation Documents and/or estimate shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting a Proposal in response to the solicitation.

Any person, firm, corporation, joint venture/partnership, or other interested party that has continued discussions regarding this solicitation with PSTA or consultant staff other than the Procurement representative once the solicitation is issued may be considered to have gained an unfair competitive advantage in proposing and may be precluded from submitting a Proposal in response to the solicitation.

# 5.6 USE OF "PINELLAS SUNCOAST TRANSIT AUTHORITY" NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS

PSTA reserves the right to review and approve any advertising copy related to this solicitation in any way prior to publication. The successful Proposer will not allow such copy to be published in their advertisements or public relations programs until submitting such copy and receiving prior written approval from PSTA. The successful Proposer agrees that published information relating to this solicitation will be factual and in no way imply that PSTA endorses the successful Proposers firm, service or product. In submitting a Proposal, the Proposer agrees not to use the results there from as a part of any commercial advertising.

Proposers may not issue any news release nor make any statement to the news media or through social media channels pertaining to this solicitation, any proposal, the contract, or work resulting therefrom, without first obtaining prior approval by PSTA.



#### 5.7 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- A. PSTA's expectation is that Proposers put forth their best efforts to utilize DBEs as part of the solicitation submittals. The successful Proposer agrees to collaborate with PSTA to maximize utilization of DBEs.
- B. Firms are encouraged to utilize certified DBEs by DBE's performing as either:
  - 1. A member of a joint venture as a prime consultant;
  - 2. An approved subcontractor;
  - 3. An owner-operator of equipment;
  - 4. A renter of equipment to a prime consultant;
  - 5. A firm manufacturing and supplying goods used in the solicitation;
  - 6. A firm supplying goods used in the project (when supplying goods, only 60 percent will be counted).
- C. Proposers may access the following link to identify certified DBS's: <a href="http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx">http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx</a>

The Proposer agrees not to terminate for convenience a DBE subcontractor, and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without PSTA's prior written consent. When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, Proposer must notify PSTA.

#### 5.8 COLLUSION

Each Proposer must submit the Non-Collusion Affidavit form. Proposer certifies that its Proposal is made without previous understanding, agreement, or connections with any person, firm, or corporation making a Proposal for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

#### 5.9 LEGAL REQUIREMENTS

Federal, state, county and local laws and ordinances, rules and regulations shall govern submittal and evaluation of Proposals received and shall govern claims and disputes between Proposer(s) and PSTA by and through its officers, employees, authorized representatives, or any person, natural or otherwise. Lack of knowledge by Proposer is not a cognizable defense against legal effects.

#### 5.10 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133, Florida Statutes, for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. PSTA may make inquiries



regarding alleged convictions of public entity crimes. The unreasonable failure of a Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a Proposal. Additionally, a conviction of a public entity crime may cause the rejection of a Proposal.

#### 5.11 TYPE OF CONTRACT

PSTA intends to award a firm, fixed price contract. The services of the Proposer will be based on the Specifications (or Statement of Work) as outlined in this solicitation.

#### 5.12 TERM OF CONTRACT

This Contract shall become effective and commence on the date of award by PSTA's Board of Director's ("Effective Date") and shall remain in effect for one (1) year for Construction, parts, equipment, warranty, and training.

#### 5.13 CONTRACT EXECUTION

Upon award, Proposer agrees to enter into and execute the Contract set forth in Section 6. The awarded Proposer (s) shall fully sign the Contract and send it back to PSTA for signatures within five (5) calendar days of receipt of notification of the award by the PSTA Board of Directors.

#### 5.14 INSURANCE

Proposer must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below by the Effective Date. Failure to provide insurance by the Effective Date shall constitute a material breach of this Agreement and may result in PSTA terminating this Agreement, without any penalty or expense to PSTA. All insurance renewal certificates must be on file with PSTA no less than fifteen (15) business days prior to the expiration of the current policy with the approved endorsements.

Delays in commencement due to failure to provide satisfactory evidence of insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event Proposer has subcontractors, including independent contractors, perform any portion of the work in the Contract Documents; either Proposer shall name those subcontractors and independent contractors as "additional insured" or each Subcontractor and independent contractor shall be required to have the same insurance requirements as Proposer. Insurance must be maintained throughout the entire term of this Agreement, insurance of the types and in the amounts set forth. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced or until termination of this Agreement. For services with a "Completed Operation Exposure", Proposer shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "B+" as assigned by AM Best. Proposer shall provide PSTA with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements to PSTA's Procurement/Risk Management Division. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If Proposer has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers' Compensation, PSTA's Procurement/Risk Management Department shall recognize and honor such status. Proposer may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on Proposer's Excess Insurance Program. If Proposer participates in a self-insurance fund, updated



financial statements may be required upon request, such self-insurance fund shall only be accepted, at the sole discretion of PSTA, and only if PSTA finds the financial statements to be acceptable. Proposer shall provide to PSTA's Procurement/Risk Management Department, satisfactory evidence of the required insurance by, either:

- A Certificate of Insurance with the additional insured endorsement.
- A Certified copy of the actual insurance policy.
- The Most Recent Annual Report or Audited Financial Statement (Self-Insured Retention (SIR) or deductible exceeds \$100,000).

PSTA, at its sole option, has the right to request a certified copy of policies required by this Agreement. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the PSTA, if requested by the PSTA, Proposer shall, within thirty (30) days after receipt of a written request from the PSTA, provide the PSTA with a certified copy or certified copies of the policy or policies providing the coverage required herein. Proposer may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required herein.

The acceptance and approval of Proposer's Insurance shall not be construed as relieving Proposer from liability or obligation assumed under this Agreement or imposed by law. PSTA, Board Members, Officers and Employees will be included "Additional Insured" on all policies, except Workers' Compensation.

Should at any time Proposer not maintain the insurance coverage's required by this Agreement, PSTA may either cancel or suspend delivery of goods or services as required by Proposer or, at its sole discretion, shall be authorized to purchase such coverage and charge Proposer for such coverage purchased. PSTA shall be under no obligation to purchase such insurance or be responsible for the coverages purchased or the responsibility of the insurance company/companies used. The decision of PSTA to purchase such insurance coverages shall in no way be construed to be a waiver of its rights.

Any certificate of insurance evidencing coverage provided by a leasing company for either workers' compensation or commercial general liability shall have a list of employees certified by the leasing company attached to the certificate of insurance. PSTA shall have the right, but not the obligation to determine that Proposer is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by Proposer, Proposer has the option to work without penalty until PSTA identify proof of coverage or removal of the employee by Proposer occurs, or alternately find Proposer to be in default and takes over the protective measures as needed.

The insurance provided by Proposer shall apply on a primary basis to any insurance or self-insurance maintained by any participating agency. Any insurance, or self-insurance, maintained by a participating agency shall be excess of, and shall not contribute with, the insurance provided by Proposer.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Proposer shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, PSTA may permit the application of a deductible or permit Proposer to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Proposer shall pay on behalf of PSTA and PSTA's board members, officers or employees, any deductible or self-insured retention applicable to a claim against PSTA and PSTA's board members, officer(s) or employee(s).

Waivers – All insurance policies shall include waivers of subrogation in favor of PSTA, from Proposer and Proposer will ensure the compliance with any subcontractors.



- I. Project Specific Insurance Requirements The Following policies and minimum coverage shall be maintained throughout the entire term of this Agreement which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for services with a Completed Operations exposure, are as follows:
  - A. **Commercial General Liability Insurance**: including, but not limited to, Independent Contractors, Supplier Liability Premises/Operations, Completed Operations, and Personal Injury. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. PSTA, its board members, officers, and employees shall be added as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owners, Lessees, or Proposers).

#### Minimum required Commercial General Liability coverage will include:

- (i) Premises Operations
- (ii) Products and Completed Operations
- (iii) Blanket Contractual Liability
- (iv) Personal Injury Liability
- (v) Expanded Definition of Property Damage
- (vi) \$2,000,000 Aggregate
- An Occurrence Form Policy is preferred. If coverage is a Claims Made Policy, provisions should include for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of two (2) years following the expiration of this Agreement.
- B. **Vehicle Liability Insurance** Recognizing that the work governed by the Contract Documents requires the use of vehicles, Proposer, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of this Agreement and include, as a minimum, liability coverage for:
  - Owned, Non-owned, and Hired vehicles and with the minimum limits at \$1,000,000 Combined Single Limit (CSL).

#### This policy should not be subject to any aggregate limit.

C. Workers' Compensation Insurance. Prior to beginning work, Proposer shall obtain Workers' Compensation Insurance with limits sufficient to meet the requirements of Florida Statutes Limits per Chapter 440. Proposer shall maintain throughout, and will remain in force during the term of this Agreement for all employees engaged in work under this contract.

#### The Employers' Liability Insurance with limits no less than:

- \$500,000 Bodily Injury by Accident
- \$1,000,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee.

The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against the all participating agencies, and their respective officers and employees in the manner



which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with all participating agencies, and their officers and employees scheduled thereon.

If not covered under the Contractor's workers compensation policy, Subcontractor or Independent Contractors shall provide proof of coverage or exemption status to be maintained by Contractor.

D. **Builders Risk/Installation Floater Insurance**. PSTA property shall be covered by proof of a Builders Risk policy and/or Installation Floater policy covering the interests of PSTA property until acceptance of installed equipment is granted. Coverage shall be maintained for the entire time the property and/or equipment is in the Contractor's care, custody, and/or control, including transit. Limit and valuation shall be replacement cost. If the Contractor delivers the equipment and loads equipment using a crane, then no crane, boom, jig, or weight exclusion shall apply. Contractor's property, installation floater, builder risk, if required, and/or equipment policy shall contain a waiver of subrogation in favor of PSTA. All deductibles will be the responsibility of the contractor. PSTA must be named as a Loss Payee.

The minimum limits shall be:

- \$500,000 per occurrence / \$1,000,000 Aggregate
- E. **Professional Liability.** The Contractor shall provide coverage for all claims arising out of the services performed with limits no less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

#### 5.15 BONDING REQUIREMENTS

#### A. Contract Security

The Proposer shall provide a Performance Bond of a 100% and a Payment Bond of 50% of the Contract amount, the costs of which are to be paid by the Proposer. The Bonds will be acceptable to PSTA only if the following conditions are met:

The Surety Company:

- is licensed to do business in the State of Florida;
- holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;
- has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- is otherwise in compliance with the provisions of the Florida Insurance Code; and
- holds a currently valid certificate of authority issued by the United States Department of Treasury under 31.
- Must have a current rating of at least Excellent (A or A-).
- All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.



• If the Surety for any Bond furnished by the Proposer is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Proposer shall, within five (5) calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to PSTA's approval.

By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.

The Security shall be submitted to PSTA prior to providing the Services and shall be maintained at all times during the Contract Term and any Renewal Terms. The Security shall be conditioned upon full performance of all obligations imposed upon Proposer. The Security must be executed by a company licensed to do business in the State of Florida and must be in a form acceptable to and approved by PSTA's General Counsel. The Security shall provide that in the event PSTA terminates the Contract for breach by Proposer, PSTA may have recourse against the Security for all damages that PSTA would be entitled to from Proposer under the Contract. In the event PSTA and the Proposer agree on a modification to increase the Contract Price, PSTA may require additional Security up to one hundred percent (100%) of the increase in the Contract Price by directing Proposer to increase the amount of the existing Security or to obtain additional Security.

Exhibit A

THIS AGREEMENT is made on



#### **SECTION 6: CONTRACT**

### **AGREEMENT TO FURNISH SOLICITATION No. 17-055B CLEARWATER BEACH TRANSIT FACILITY**

THIS AGREEMENT is made on	, by and betwee	en the Pinellas Suncoast Transit Au	uthority
("PSTA"), an independent special district with	h its principal place of b	business located at 3201 Scherer D	rive, St.
Petersburg, Florida, and	("Contractor"), a	v	vith its
principal place of business located at	(	(collectively, the "Parties").	
WHEREAS, PSTA issued Two-Step In Facility on June 2, 2017 (the "solicitation"); ar		FB 17-055B for Clearwater Beach	Transit
WHEREAS, Contractor submitted a Pro	oposal in response to th	he solicitation on June 30, 2017; and	d
WHEREAS, PSTA's Board of Directors Meeting on August 23, 2017, and the parties a total amount not to exceed \$(the	wish to set forth the te		
NOW THEREFORE, the parties in cons contained, the adequacy of which is acknowle			ı herein

1. **RECITALS**. The above recitals are true and correct and incorporated herein by reference.

Solicitation Document

2. CONTRACT DOCUMENTS. The "Contract Documents" shall mean and refer to this Agreement, the solicitation and all exhibits attached thereto, including all duly executed and issued addenda (attached hereto as Exhibit A), the Tensioned Fabric Structure Specifications (attached hereto as Exhibit B), the Bus Bay Construction Drawings (attached hereto as Exhibit C), Contractor's Response to the solicitation (attached hereto as Exhibit D), and the Interlocal Agreement between PSTA and the City of Clearwater and the exhibits thereto (attached hereto as Exhibit E). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Exhibits, this Agreement takes precedence over the Exhibits and any inconsistency between exhibits will be resolved in the following order:

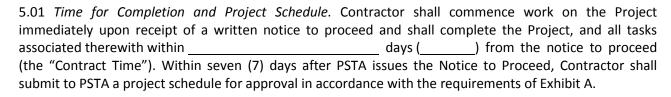
Exhibit B	Tensioned Fabric Structures Specifications
Exhibit C	Construction Drawings
Exhibit D	Contractor's Response
Exhibit E	Interlocal Agreement between PSTA and the City of Clearwater and all exhibits thereto

3. SCOPE OF SERVICES. Contractor, at the direction of PSTA, shall perform the construction of the Clearwater Beach Transit Facility and the design and construction of the canopy, all in accordance with and as described more fully in the specifications, tasks, and scope of work set forth in Section 2 of Exhibit A (the "Project"). It is the sole responsibility of Contractor to read the specifications and understand them. The Parties acknowledge and agree that the scope of work set forth in this Section and provided in Section 2 of Exhibit A is a general guide of PSTA's minimum requirements and is not intended to be a complete and/or comprehensive list of all requirements necessary to meet the requirements of the Project. The Parties further acknowledge that additional construction services may be required by PSTA and PSTA specifically reserves the right to make written requests for additional construction services from Contractor.



**4. EFFECTIVE DATE AND TERM OF AGREEMENT**. This Agreement shall become effective and commence on the date of award by PSTA's Board of Directors ("Effective Date") and shall remain in effect until the completion of the Project, unless terminated earlier pursuant to this Agreement.

#### 5. TERMS OF PERFORMANCE.



5.02 Representatives. Prior to the start of any work on the Project, Contractor shall designate primary representative (Project Superintendent) and an alternate representative, who will have management responsibility for the Project and who have authority to act on technical matters and resolve problems with the Project and the Contract Documents, to PSTA in writing. Such designation shall include the contact information (including phone numbers) of Contractor's representatives. PSTA will advise Contractor in writing of the personnel who will represent PSTA in the administration of the Contract Documents.

5.03 *Non-exclusive Contract.* PSTA specifically reserves the right to contract with other entities for the services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in PSTA's best interest.

5.04 Status Reports: Contractor shall submit monthly written status reports to PSTA with each pay application, outlining the status of the Project to date throughout the term of this Agreement. Each status report shall be a concise narrative description of activities to date and planned activities until the next status report. A final report, one (1) original and two copies, shall be submitted by Contractor upon completion of the Project.

5.05 Reviews: Until the completion of the Project and the final payment therefore by PSTA, Contractor shall allow representatives of PSTA to visit the offices and other places of Contractor's work periodically without prior notice to monitor Contractor's work on the Project. The Parties agree that if either party deems it advisable to hold either a conference or any inspection of work in progress, all parties will be notified and may participate.

5.06 *Design*. Contractor shall submit a proposed final design and specifications for the construction of the canopy to PSTA for review and approval within the time set forth on the Progress Schedule. Such design shall be prepared, signed and sealed by a duly licensed engineer identified in Contractor's Response and shall conform with all specifications of the Project. Upon receipt, PSTA will either accept the proposed design or provide written comments to the proposed design within fourteen (14) days of receipt. PSTA's review is as to design intent only and no comments, acceptance, or approval by PSTA shall relieve Contractor of its obligation to ensure that the final design is in accordance with the specifications for the Project, the Contract Documents, and the standard of care of engineers.

5.07 Digital Deliverables. In addition to hard copies, Contractor shall provide PSTA with a digital copy of all deliverables, including: (a) design drawings and specifications; and (b) final as-constructed/as-built record drawings and specifications and construction documents, including those which are produced or created by Contractor or its subcontractors or consultants.



5.08 Project Standards. Contractor shall cause the Project to be completed in a good workmanlike manner, in accordance with the Contract Documents, and in accordance with the final design as approved pursuant to Section 5.06. Contractor shall provide services of first quality, and all work and workmanship associated with the Project must be in accordance with customary standards of the various trades and industries involved in the Project. Contractor shall enforce strict discipline and good order among its employees, subcontractors, representatives, agents, and any others carrying out the Project. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work on the Project. PSTA will provide access to the City of Clearwater's right-of way as needed for Contractor to complete the Project. PSTA and PSTA's Project Manager and Engineer will communicate directly with Contractor's Project Superintendent and shall have no authority to direct, oversee, or instruct Contractor's employees, subcontractors, or materialmen, or any other individuals performing work on the Project. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to its work. Upon completion of the Project, Contractor shall remove its tools, construction equipment, machinery and surplus material, and shall properly dispose of all waste materials.

5.09 Contractor's Responsibilities. No advantage will be taken by Contractor in the omission of any part or detail of the Project. Contractor hereby assumes responsibility for all materials, equipment, and processes used in the Project, whether the same is manufactured by Contractor or purchased readymade from an outside source. Contractor hereby warrants that the work will be of good quality, free from faults and defects and in conformance with the Contract Documents, as may be modified as set forth herein and approved. All work not conforming to these requirements may be considered defective, and Contractor shall promptly remedy the same.

5.10 *Supervision and Superintendence*. Contractor shall supervise, inspect, and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

5.11 Compliance with Laws. Contractor shall be solely responsible for complying with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities, including the City of Clearwater and including those set forth in this Agreement and that, in any manner, could bear on the provision of the Project and Contractor's services under the Contract Documents, including, but not limited to all rules and regulations related to safety and compliance therewith. If the Contractor performs work knowing it to be contrary to any laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall assume full responsibility for such work and shall bear the attributable costs. PSTA and PSTA's Project Manager will communicate directly with the Contractor's Project Superintendent and shall have no authority to direct, oversee, or instruct the Contractor's employees, subcontractors, or materialmen, or any other individuals performing work on the Project. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall be construed as an oversight and shall not relieve Contractor of its obligations to comply with such laws fully and completely. Upon request, Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses and paying all associated fees, required for performance of the Scope of Work and completion of the Project.

5.12 Status Meetings and Reports. Contractor shall organize and hold preconstruction, pre-installation, and progress meetings in accordance with the scope of work to discuss the status of the Project and any issues related to the Project. Contractor shall provide all reports and submittals associated with the Project as set forth in the Contract Documents.



5.13 *Prior Inspection*. By executing this Agreement, Contractor hereby represents that it has visited the site of the Project, become familiar with local conditions under which the work is to be performed and correlated observations with requirements of this Agreement. Before commencing construction, Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to Contractor with this Agreement; and (3) report any errors, inconsistencies, or omissions discovered to PSTA prior to commencing any design, construction, or installation of the Project.

6.	COMPENSATION. In consideration of Contractor's faithful performance of the Contract Documents, PSTA
	agrees to pay Contractor in accordance with the amounts Proposed and set forth in
	Exhibit B. However, all payments to Contractor individually and in the aggregate shall not exceed
	(\$) ("Contract Total"). Payment shall be made only for work
	which is actually performed and approved by PSTA.

6.01 Payment Terms – Progress Payments. All payments shall be made upon approval of an application for payment by PSTA and in accordance with the Florida Prompt Payment Act. All applications for payment shall be made in accordance with the requirements set forth in **Exhibit A** and in accordance with the payment schedule set forth on the Progress Schedule, and delivered to the following address:

Pinellas Suncoast Transit Authority
Attention: Finance Department/Accounts Payable
Purchase Order or Contract #: \_\_\_\_\_\_
3201 Scherer Drive
St. Petersburg, Florida 33716
Or via E-Mail : Accountspayable@psta.net

6.02 Release and Affidavits. Each application for payment shall be accompanied by a release and affidavit in a form approved by PSTA showing that all materials, labor, equipment and other bills associated with that portion of the Project have been paid in full. PSTA shall not be required to make any payment until all such information has been provided, as the submittal of this information is a condition precedent to entitlement to payment of any application for payment.

6.03 Application for Payment – PSTA Review. Each application for payment is subject to PSTA's review and approval. PSTA shall have the right to refuse to approve payments for any amounts, or portions thereof, if attributable to: (a) defective or deficient work on the Project not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probably filing of third party claims against PSTA attributable to the fault or neglect of Contractor; (c) Contractor's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining work on the Project cannot be completed within the Contract Total; (e) reasonable evidence that the remaining work on the Project cannot be completed within the Contract Time; (f) Contractor's failure to perform the work on the Project in an satisfactory manner to PSTA and in accordance with the requirements of the Contract Documents; (g) Contractor's failure to submit documentation required by the Contract Documents, or requested by PSTA; or (g) any other breach of the requirements of the Contract Documents by Contractor, its subcontractors or consultants.

6.04 *Payment Due Date.* Payment due date is calculated from the date PSTA has approved an application for payment pursuant to the Florida Prompt Payment Act.

6.05 Retainage. PSTA shall retain ten per cent (10%) of the gross amount of each progress payment made by PSTA. Such sum shall be accumulated until the total amount of all progress payments actually made by PSTA exceed fifty per cent (50%) of the Contract Total, as amended by any approved change orders, at which time the Contractor may submit to PSTA a payment request for up to one-half of the retainage held



by PSTA. PSTA shall pay said payment request unless it has grounds, pursuant to §218.735(7)(f), Fla. Stats. For withholding payment of the retainage. Thereafter, PSTA shall retain five per cent (5%) of the gross amount of each progress payment made by PSTA.

6.06 Final Payment. The final payment shall be the amounts withheld as retainage from the amount approved in each application for payment. PSTA shall make final payment to Contractor within twenty-five (25) calendar days after the Project is fully and finally accepted by PSTA in accordance with the Contract Documents and Section 218.735, Florida Statutes, provided that, as an explicit condition precedent to final payment, Contractor shall have furnished PSTA with all close out documentation set forth in **Exhibit A**, together with a properly executed and notarized final release, in the form approved by PSTA, a duly executed copy of surety's consent to final payment, and all other documentation that may be required by the Contract Documents or requested by PSTA. Final payment shall not be due and payable unless and until all items required under this subsection and the Contract Documents are received and accepted by PSTA.

6.07 Effect of Final Payment. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against PSTA arising out of the Contract Documents otherwise relating to the Project, except those identified in writing by Contractor as unsettled in the final application for payment. Neither the acceptance of the Project nor payment by PSTA shall be deemed to be a waiver of PSTA's rights to enforce the warranties provided by Contractor in this Agreement, any obligations of Contractor under the Contract Documents, or to the recovery of damages for defective work.

6.08 Subcontractor Payments. Contractor shall pay each subcontractor for satisfactory performance of its contract with the subcontractor no later than ten (10) days from the receipt of each payment Contractor receives from PSTA. Contractor shall further return retainage payments to each subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Contractor shall include as part of its contract or agreement with each subcontractor for work and material a "Prompt Payment Clause". The Prompt Payment Clause shall require payment to all subcontractors, for all labor and material for work completed within ten (10) days of receipt of progress payments from PSTA for said work. The Prompt Payment Clause shall further stipulate the return of retainage within fifteen (15) days after the subcontractor achieves the specified work as verified by payment from PSTA.

6.09 *Disputed Applications for Payment*. In the event of a disputed application for payment, only that portion so contested will be withheld from payment and the undisputed portion will be paid.

6.10 Disputes with Subcontractor Payments. Any disputes that arise regarding the satisfactory completion of work by a subcontractor or the manufacturer of the canopy may be brought to the attention of PSTA, who will make a determination of the dispute. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval from PSTA.

6.11 Failure to Abide by DBE Requirements. Failure by Contractor to carry out the requirements of PSTA's DBE Program, and/or timely return of retainage, without just cause, is a material breach of this Agreement, which may result in PSTA withholding payment from Contractor until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), termination of this Agreement, or other such remedy as PSTA deems appropriate.

6.12 Substantial Completion. The Contractor agrees that PSTA's Project Manager will determine when the Project is substantially complete. Substantial completion applies to the entire Project. Substantial



Completion shall occur when PSTA's Project Manager and Engineer determine that all of the work has been completed in accordance with the plans and specifications and the City of Clearwater issues a certificate of occupancy of otherwise authorizes PSTA to occupy the Project, whichever occurs later.

6.13 *Punch List.* The parties agree that when substantial completion is obtained, Contractor shall cooperate with PSTA's Project Manager and Engineer to prepare a list of incomplete or unsatisfactory items and a schedule for this completion (the Punch List). The Punch List shall be developed within thirty (30) days of the date of Substantial Completion. Within thirty (30) days of development of the Punch List, Contractor shall have completed all items on the Punch List. The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of the Contractor to complete the Project in accordance with the Contract Documents. If a good faith dispute exists as to whether one or more items on the Punch List have been completed pursuant to the Contract Documents, PSTA may continue to withhold up to 150% of the total costs to complete such items from final payment. All items that require correction under the Contract Documents and that are satisfied after the preparation and delivery of the Punch List remain the obligation of Contractor in accordance with the Contract Documents.

**7. MODIFICATION OF CONTRACT DOCUMENTS.** The Contract Documents, including the Contract Time, Contract Total, scope, specification, and details of the Project may only be modified by written agreement of the Parties.

7.01 Written Change Orders on the Project. Notwithstanding anything contained in the Contract Documents to the contrary, PSTA's Project Manager and Engineer may at any time, by written order, make changes within the scope of the work to be performed by Contractor under the Contract Documents. However, no such written order shall serve to increase the Contract Total, the Contract Time, or give Contractor any claim for any compensation in addition to the Contract Total. If any such change would cause an increase in the Contract Total or Contract Time whether or not requested by PSTA or initiated by Contractor, such change shall only be authorized in writing and if approved by PSTA's Board of Directors at a duly noticed public meeting. In the event any change would result in an increase in the Contract Total or Contract Time, Contractor shall notify PSTA within seven (7) days in writing. The written notice shall state in all capital, bold letters that the change order would result in an increase in the Contract Total and/or Contract Time and shall include a statement outlining the reasons for the change, a complete description of the change, and detailed description of products to be purchased and any back-up detail and documentation supporting the request. Such notice must be submitted and approved by PSTA's Board of Directors at a duly noticed public meeting prior to performing any work contemplated by the change order. If Contractor proceeds with additional work prior to such approval or without providing the notice required herein strictly in accordance with the terms of this subsection, Contractor shall not receive any additional compensation for such work. Failure to agree to any adjustment shall be a dispute within the meaning of Section 15.

7.02 No Stoppage of Work. Notwithstanding the foregoing, nothing in this clause shall excuse Contractor from proceeding with the Agreement as changed except for those changes which would increase the Contract Total.

7.03 Representative. PSTA's Project Manager, Engineer, Director of Finance, or Chief Executive Officer are the only PSTA representatives authorized to make changes to this Agreement, and only if such change does not serve to increase the Contract Total, the Contract Time, or change the scope of services. Any instructions, written or oral, given to Contractor by someone other than the PSTA designated representatives that represent a change in the Project or any of its terms, will not be considered as an



authorized change. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

### 8. WARRANTIES AND COVENANTS.

8.01 Patent, Trademark, Copyright, and Trade Secret. Contractor warrants that the Project, and all goods and services associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. PSTA shall promptly notify Contractor of any such claim. PSTA makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and PSTA shall not be liable to Contractor for any such claim brought against Contractor.

8.02 Covenants against Gratuities. Contractor warrants that he or she has not offered or given gratuities in the form of entertainment, gifts, or otherwise to any official or employee of PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating performance under this Agreement.

8.03 Warranty. Contractor hereby represents and warrants that: (1) materials and equipment furnished under the Contract Documents will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) installation and related components will be free from defects for a period of one (1) year(s) from the date of final completion of the Project and acceptance by PSTA; (3) all labor, materials, and equipment related to the Project will be free from defects for a period of five (5) years from the date of final completion of the Project and acceptance by PSTA; and (4) all work on the Project will conform to all requirements of the Contract Documents. Upon completion of the Project, Contractor shall assign any and all subcontractor's, manufacturer's, and/or materialman's warranties to PSTA.

8.04 Correction of Work. Throughout the Contract Term, Contractor shall promptly correct any and all work rejected by PSTA as failing to conform to the requirements of the Contract Documents. If Contractor fails to correct work which is not in accordance with the Contract Documents, PSTA may direct Contractor in writing to stop the work until the correction is made. Contractor shall bear the cost of correcting such rejected work, including the costs of uncovering, replacement and additional testing. In addition to Contractor's other obligations including warranties under the Contract Documents and for the entire period of such warranty, Contractor shall correct work not conforming to the requirements of the Contract Documents.

8.05. *Survival*. The terms of this Section 8 shall survive the Contract Term, or termination of this agreement however terminated.

**9. ASSIGNABILITY AND SUBCONTRACTING.** The terms and provisions of the Contract Documents shall be binding upon PSTA and Contractor their respective partners, successors, heirs, executors, administrators, assigns and legal representatives.

9.01 Written Approval Required. The rights and obligations of Contractor may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior



written consent. Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by PSTA.

9.02 Responsibility for Subcontractors. If Contractor's assignee, consultant or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee, consultant or subcontractor failed to complete at no additional cost to PSTA. In the event of any noncompliance by any of the subcontractors, Contractor shall be directly and wholly responsible for the noncompliance and shall bear all attributable costs. Contractor shall be fully responsible to PSTA for all work performed by any subcontractors, assignees or consultants.

9.03 Assignment by PSTA. PSTA may assign its rights and obligations under the Contract Documents to any successor to the rights and functions of PSTA or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent PSTA deems necessary or advisable under the circumstances.

- 10. SUSPENSION OF WORK AND DELAY. At any time and without cause, PSTA may suspend the Project or any portion thereof for a period of not more than ninety (90) consecutive days by notice in writing to Contractor, which will fix the date of which the Project will be resumed. Contractor shall resume the Project on the date so fixed. Contractor shall be granted an adjustment in the Contract Total or an extension of the Contract Time, or both, directly attributable to any such suspension if Contractor submits a Change Order as provided for in Section 7. Contractor shall have 24 hours from receipt of the written notice to remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials, and vacate the Project site.
- 11. CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS. Any information on site or soil conditions made available to the Contractor through data collected through test borings and presented as part of the Contract Documents or otherwise made available and reports prepared by or on behalf of PSTA, or obtained verbally from a representative of PSTA, does not guarantee that such site or soil conditions will be as described, and are made available only upon waiver of all responsibility of PSTA. It is the Contractor's and subcontractors', if any, sole risk and responsibility to verify such information in order that they may complete the Project as specified and shown on the Contract Documents. Under no condition will a variation in the information obtained by PSTA on site or soil conditions, including underground soil conditions at the job site, be accepted as a basis for any claim for extra compensation. Furthermore, the Contractor and any subcontractors shall not at any time after the execution of this Agreement set up any claims whatsoever based upon insufficient data, incorrectly assuming conditions, concealed, unforeseen, or unknown conditions, nor shall they claim any misunderstanding in regard to the nature, conditions or character of the work to be done under the Contract Documents, and they shall assume all risks resulting from any changes in the conditions which may occur during the progress of the Project.

### 12. BONDS.

12.01 Within five (5) business days after the Effective Date of this Agreement, Contractor shall provide
PSTA with Performance and Payment Bonds to secure Contractor's performance of its obligations unde
the Contract Documents. (Collectively, "the Bonds"). The amount of the Performance Bond will be 100% o
the total sum of the Contract Total. The amount of the payment bond shall be
The costs of all bonds are to be paid by Contractor
The Performance and Payment Bonds must comply with the provisions set forth herein and must be
otherwise acceptable to PSTA. The Performance and Payment Bonds should be maintained at all time
during the Contract Term. The Performance Bond shall provide that in the event PSTA terminates this
от по том



Agreement for breach, PSTA may have recourse against the Performance Bond for all damages that PSTA would be entitled to from Contractor under this Agreement. In the event the Parties agree on a modification to increase the Contract Total, PSTA may require additional security up to one hundred percent (100%) of the increase in the Contract Total by directing Contractor to increase the amount of the existing security or to obtain additional security.

12.02 The Contractor agrees that the Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Financial Services, authorizing it to write surety bonds in the State of Florida.

12.03 The Contractor agrees that each surety company shall be in full compliance with the provisions of the Florida Insurance Code.

12.04 The Contractor agrees that the Bonds must be fully performable in Florida, with service and venue in Pinellas County, Florida.

12.05 Subcontracts over one hundred thousand dollars (\$100,000.00) shall be bonded in a form acceptable to PSTA. The PSTA shall be identified as an oblige. The subcontractors' bonds will be acceptable to PSTA only if the following conditions are met: the surety company (1) is licensed to do business in the state of Florida; (2) holds a valid Certificate of Authority issued by the State of Florida, Department of Financial Services, authorizing it to write surety bonds in the state; (3) holds a valid Certificate of Authority issued by the United Stated Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code; (4) has at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued; (5) is otherwise in compliance with the provisions of the Florida Insurance Code; and (6) the bonds are fully performable in Florida, with service and venue in Pinellas County, Florida.

12.06 The Contractor agrees that, if the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and PSTA's approval. This replacement bond shall be at no cost to the PSTA.

12.7 In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, Contractor shall record in the Public Records of Pinellas County, Florida, a copy of the Performance and Payment Bonds. Contractor shall deliver to PSTA evidence, reasonably acceptable to PSTA, of the recording of said Bonds. The delivery of such evidence is a condition precedent to PSTA's obligation to make any progress payments to Contractor hereunder.

### 13. DELAY IN PERFORMANCE/FORCE MAJEURE.

13.01 *Time of the Essence*. The timely receipt of the Project and all submittals and deliverables to PSTA is essential. If the Project and all deliverables associated therewith are not received on time as set forth in the Progress Schedule and within the Contract Time, PSTA may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA.

13.02 Force Majeure. Contractor shall be entitled to a reasonable extension of time from PSTA for the delays resulting from damage to Contractor's, and/or the City of Clearwater's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of



war, strikes or lockouts beyond the control of Contractor and its subcontractors ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of Contractor's obligations under the Contract Documents.

13.03 Unavoidable Delay. If delivery of the Project, and all deliverables thereunder, is unavoidably delayed, PSTA may extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, its consultants, or its suppliers; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means. No extension of the Contract Time shall be valid unless set forth in writing and approved by PSTA's Board of Directors.

13.04 No Damages for Delay. Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by PSTA. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Project or substantial increases in the costs of performing the work under the Contract Documents.

13.05 Liquidated Damages. The Parties acknowledge and agree that, since time is of the essence for this Agreement, PSTA will suffer damages if the Project, and all work associated with the Project, is not completed within the time specified by the Progress Schedule and final completion and acceptance is not obtained within the Contract Time. In such event, the total amount of PSTA's damages will be difficult, if not impossible, to ascertain and quantify. It is therefore hereby agreed that it is appropriate and fair that PSTA receive liquidated damages from Contractor if Contractor fails to timely complete the Project within the Contract Time and all deliverables associated with the Project within the time set forth on the Progress Schedule. PSTA shall be entitled to assess Four Hundred U.S. DOLLARS and NO/100 (\$400.00) per each calendar day until the Project is fully and finally completed and/or each deliverable is received by PSTA with no cap on this assessment. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages set forth herein as a penalty, which the parties agree represents a fair and reasonable estimate of PSTA's damages as of the Effective Date.

14. TERMINATION OF AGREEMENT. This Agreement may be terminated with or without cause in accordance with the provisions below. Upon termination of this Agreement, however terminated, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by or on behalf of Contractor in connection with this Agreement shall become the property of PSTA, whether the Project is completed or not, and shall be delivered to PSTA within fifteen (15) days of the receipt of notice of termination, however terminated. PSTA may withhold any payments due to Contractor until Contractor complies with the provisions of this Section 14.

14.01 Without Cause. For and in consideration of \$10.00, if PSTA determines that it is in its best interest to do so, PSTA may terminate this Agreement without cause upon thirty (30) days' written notice to Contractor. Any such termination shall be without any penalty or expense to PSTA. If PSTA terminates this Agreement pursuant to this subsection, Contractor shall promptly submit to PSTA its costs to be paid on work performed in accordance with the Contract Documents up to the time of termination. If Contractor has any property belonging to PSTA in its possession, Contractor shall account for the same and dispose of it as directed by PSTA, or return it to PSTA.



14.02 With Cause. PSTA may terminate this Agreement with cause at any time immediately upon written notice to Contractor, if: (1) Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Contractor fails to perform in the manner called for in the Contract Documents; or (3) Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, PSTA's written notice of termination to Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Contractor may terminate this Agreement for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to PSTA and give PSTA thirty (30) days' written notice to cure the alleged breach. If PSTA cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Contractor may not terminate this Agreement.

14.03 *Re-procurement.* Should this Agreement be terminated by PSTA for cause under this Section, Contractor shall be liable for all expenses incurred by PSTA in reprocuring elsewhere the same or similar items or services offered by Contractor.

14.04 Force Majeure. If it is later determined by PSTA that Contractor's failure to perform was a result of a Force Majeure, PSTA may allow Contractor to continue performance under a new time for performance or treat the termination as if terminated without cause under Section 11(a) of this Agreement.

14.05 Appropriation. In the event PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, PSTA shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to PSTA.

14.06 Waiver of Remedies for any Breach. In the event that PSTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of the Contract Documents, such waiver by PSTA shall only be valid if set forth in writing and shall not limit PSTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract Documents.

14.07 Waiver of Incidental Damages. Notwithstanding anything contained herein, in no event shall Contractor be entitled to receive termination expenses, unabsorbed overhead, lost profit, or any other consequential, special, or incidental damages, all of which are hereby expressly waived by Contractor.

14.08 Right to Carry Out Work. If Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from PSTA to commence and continue correction of such default or neglect with diligence and promptness, PSTA may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Total shall be adjusted to deduct the cost of correction from payments due Contractor.

### 15. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

15.01 Notice of Claim. In the event that Contractor has any controversy, claim or dispute arising out of or related to the Contract Documents, whether such claim or dispute involves a claim by Contractor for additional time, delay, compensation for a change order, any increase in the Contract Total or extension of the Contract Time, or otherwise, Contractor shall present a written Notice of Claim to PSTA within five (5) days of Contractor's knowledge, whether actual or whether Contractor should have known, of the controversy, claim, dispute or the facts out of which the controversy, claim or dispute arises. This written



Notice of Claim must specifically indicate, in bold type, on the face of the notice, that it is a Notice of Claim, and whether part of the dispute is over Contractor seeking additional time, compensation or both. Additionally, Contractor must set forth in the Notice of Claim the nature of the controversy, claim or dispute, including all necessary facts. Contractor shall provide to PSTA ay documentation supporting Contractor's claim or position within twenty (20) days of providing the Notice of Claim. Contractor shall been deemed to have waived any claim which Contractor fails to present to PSTA within the time frames stated herein or in the manner provided in this subsection. Any change in the Contract Total or Contract Time, and any claim for additional compensation must be approved by PSTA's Board of Directors. Contractor shall not be entitled to any additional compensation, an increase in the Contract Total or an increase in the Contract Time unless and until approved by PSTA's Board of Directors. If Contractor proceeds with any work without said approval or without complying strictly with the procedures set forth in this subsection, it does so at its own risk.

15.02 *Continuation of Work*. Unless otherwise directed by PSTA, Contractor shall continue performing while matters in dispute are being resolved, unless the continuation of performing will cause additional claims for additional compensation on the same grounds set forth in the Notice of Claim provided to PSTA.

15.03 Remedies Cumulative. No action or failure to act by PSTA shall constitute a waiver of right or duty afforded it under the Contract Documents, nor shall such action or failure to act constitute an approval of or acquiescence to any breach of this Agreement by the Contractor, unless specifically agreed to in writing.

15.04 *Claims for Damages.* Should Contractor suffer injury or damage to person or property because of any act or omission of PSTA or of any of its employees, subcontractors, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to PSTA within ten (10) days after the first observance of such injury or damage in the form substantially as set forth in subsection 15.01, or shall be forever barred.

15.05 *Disputes*. Disputes raised by Contractor, which are not resolved amicably by the parties, shall be decided in writing by PSTA's Project Manager. If Contractor disagrees with the decision of PSTA's Project Manager, within ten (10) days from the date of PSTA's Project Manager's decision, Contractor shall furnish a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PSTA's Chief Executive Officer shall be binding upon Contractor and Contractor shall abide by the decision.

15.06 Attorneys' Fees. In the event of legal action or other proceeding arising under the Contract Documents, PSTA shall be entitled to recover from Contractor all its reasonable attorneys' fees and cost incurred by PSTA in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Contractor. PSTA also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to PSTA. The reasonable costs to which PSTA will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statue, rule or guideline.

### 16. INDEMNIFICATION.

16.01 *Indemnification*. The parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers,



employees, agents and attorneys (collectively, "Indemnitees") of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement and the Project, whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys, excluding only those claims arising out of the sole negligence of PSTA, its officers, employees, agents, and attorneys. This includes claims made by the employees of Contractor against PSTA, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

16.02 Control of Defense. Subject to the limitations set forth is this provision, Contractor shall assume control of the defense of any claim asserted by a third party against the Indemnitees for which the Indemnitees are entitled to indemnification under subsection 16.01 and, in connection with such defenses, shall appoint lead counsel, in each case at Contractor's expense. Indemnitees shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Indemnitees; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

### 17. INSURANCE.

Before beginning any work under this Agreement, Contractor shall obtain insurance as specified in the solicitation at Contractor's sole expense and shall provide PSTA with proof of insurance as specified therein. Contractor shall maintain such insurance throughout the entire Contract Term.

### 18. MISCELLANEOUS PROVISIONS.

18.01 Venue and Jurisdiction. The Contract Documents shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Contractor and PSTA consent to jurisdiction over them in the State of Florida, and agree that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal action shall lie solely in the U.S. District Court, Middle District of Florida - Tampa Division.



18.02 *Entire Agreement*. The Contract Documents, including all exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

18.03 *Notices.* All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

TO PSTA:	To Contractor:
Pinellas Suncoast Transit Authority	
Attn: Brad Miller, CEO	
3201 Scherer Drive	
St. Petersburg, FL 33716	

### With required copy to:

Alan S. Zimmet, Esq. Bryant Miller Olive One Tampa City Center, Suite 2700 Tampa, Florida 33602

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section 18.03.

18.04 *Severability*. If any one or more of the provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though that portion had never been a part thereof.

18.05 *Modification.* The Contract Documents may not be amended or altered without prior written approval by PSTA. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract Documents and signed by PSTA.

18.06 *Headings and Section References.* The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

18.07 *Authorization*. Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the persons executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

18.08 *Public Records Requirements.* Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of PSTA, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the PSTA to perform the work contemplated by this Agreement; (b) upon request from the PSTA's custodian of public records, provide the PSTA with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or



confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the PSTA in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the PSTA, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to PSTA, Contractor shall transfer, at no cost, to PSTA, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by PSTA, Contractor shall keep and maintain the Public Records required by PSTA to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to PSTA pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to PSTA and provide PSTA with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to PSTA, upon request from PSTA's custodian of public records, in a format that is compatible with the information technology of PSTA. If Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, PSTA may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of PSTA.

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: \_\_\_\_\_

Mailing address:	<del>_</del>
·	e executed in one or more counterparts, any one of which need e party, but all such counterparts taken together will constitute
	is the product of mutual drafting, each party having been y to be represented by counsel, and therefore shall not be
IN WITNESS WHEREOF the parties hereto have above written.	e caused this Agreement to be duly executed on the date first
CONTRACTOR:	PSTA:
By:	_ By: Brad Miller, CEO
Print Name:	
Print Title:	_ Approved as to form:
WITNESS: By:	

Two-Step IFB 17-055B Clearwater Beach Transit Facility



	Alan S. Zimmet, General Counsel
Ву:	
	Attest:
Print Name:	
	Ву:
Print Title:	Rachael Cappolla, Executive Assistant

Two-Step IFB 17-055B Clearwater Beach Transit Facility



### **ATTACHMENTS**



# ATTACHMENT 1 ACKNOWLEDGEMENT OF ADDENDUM

(Return with solicitation submittal if Addendum issued)

rne undersigned acknowledg	es receipt of the follow	ing Addendum to the Documer	ILS.
(Give number and date of each	ch)		
Addendum Number	Dated		
_	•	ly cause the solicitation submection of the solicitation submit	
Company Name			
Authorized Signature		-	
Authorized Individual's Name	(Print)	-	
Title		-	
Date		-	



# ATTACHMENT 2 COMPANY INFORMATION FORM

(Return with solicitation submittal)

The following information is mandatory. Failure to complete this section may jeopardize your eligibility to be awarded the contract.

PLEASE PRINT OR TYPE YOUR INFORMATION.	
Company Name:	
Company Street Address:	
Company Mailing Address:	
Company Contact Person:	
Company Telephone & Fax #:	
Proposer Federal I.D. #:	
Company Contact Email:	
Age of the Firm (years):	
Annual Gross Receipts (\$):	
Is your firm certified by the State of Florida as a	a Disadvantaged Business Enterprise?
Number of calendar days required for complet	ion:
I hereby agree to abide by all conditions of solicitation submittal.	this solicitation and certify that I am authorized to sign this
Company Name	
Authorized Signature	
Authorized Individual's Name (Print)	
Title	
Date	



# ATTACHMENT 3 PRICE FORM

(Return with solicitation submittal)

The undersigned hereby agrees to furnish the items as listed below in accordance with the specifications contained herein. All charges must be included on the Price Form and must include all associated costs for the services being proposed.

SUMMARY OF PAY ITEMS				
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	PRICE
0101 1	MOBILIZATION	LS	1	
0102 1	MAINTENANCE OF TRAFFIC	LS	1	
0102 60	WORK ZONE SIGN	ED	1920	
0102 74 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	1920	
0102 74 6	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	ED	240	
0102 76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	60	
0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	74	
0104 10 3	SEDIMENT BARRIER	LF	570	
0104 15	SOIL TRACKING PREVENTION DEVICE	EA	1	
0104 18	INLET PROTECTION SYSTEM	EA	3	
0107 1	LITTER REMOVAL	AC	1.45	
0107 2	MOWING	AC	0.70	
0110 1 1	CLEARING & GRUBBING	AC	0.28	
0110 4	REMOVAL OF EXISTING CONCRETE	SY	414	
0120 1	REGULAR EXCAVATION	CY	189	
0120 6	EMBANKMENT	CY	90	
0160 4	TYPE B STABILIZATION	SY	572	
0285 711	OPTIONAL BASE, BASE GROUP 11	SY	572	
0334 1 55	SUPERPAVE ASPHALTIC CONC. TRAFFIC E, PG 76-22	TN	65.3	
0425 1 711	INLETS, GUTTER, TYPE V, <10'	EA	1	
0425 6	VALVE BOXES, ADJUST	EA	7	
0430 175 115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"S/CD	LF	4	
0470 1	TREATED TIMBER, STRUCTURAL	МВ	0.64	
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	685	
0520 2 4	CONCRETE CURB, TYPE D	LF	36	
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	398	
0527 2	DETECTABLE WARNINGS	SF	61	
0570 1 2	PERFORMANCE TURF, SOD	SY	412	
0639 1 122	ELECTRICAL POWER SOURCE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	1	



			TOTAL	
133123	ALTERNATE: ADD ADDITIONAL 76'-0" CANOPY SYSTEM	SF	894	
133123	BASE BID CANOPY SYSTEM	SF	1471	
0711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.094	
0711 11 160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	5	
0711 11 141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.025	
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	2	

By signature on this document, Proposer acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of PSTA's solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by PSTA in official amendments prior to this date of submittal.

Company's Name:	Date:	
Authorized Representative's Signature:		
Authorized Representative: Name/Title:		
Witness Signature:		
Witness Name/Title	Date:	



# ATTACHMENT 4 STATEMENT OF NO PROPOSAL

(Not required with solicitation submittal)

**Note:** If you do not intend to submit a Proposal on this requirement, please return this form immediately to the address below:

Pinellas Suncoast Transit Authority Procurement Division 3201 Scherer Drive St. Petersburg, FL. 33716

We, the undersigned, have declined to submit on you	ur solicitation # for the following reasons:
Specifications are too "tight", i.e., geare	d toward one brand or manufacturer only (explain below)
Insufficient time to respond to the solici	tation
We do not offer this product or service	
Our schedule would not permit us to pe	rform
Unable to meet bond requirements	
Unable to meet specifications	
Specifications unclear (explain below)	
Unable to meet insurance requirements	6
Remove us from your "Proposers List" a	ltogether
Other (specify below)	
Remarks:	
We understand that if the "no Proposal" letter is no the Proposers List for the Pinellas Suncoast Transit Au	t executed and returned, our name may be deleted from uthority.
Company Name	
Authorized Individual's Name (Print)	Authorized Signature
 Date	 Title



# ATTACHMENT 5 NON-COLLUSION AFFIDAVIT

(Return with Proposal submittal)

Proposer certifies that this document is not a sham or collusive Proposal, or made in the interest of or on behalf of any collusive Proposal, or made in the interest of or on behalf of any person not herein named; and he/she further states that said Proposer has not directly or indirectly induced or solicited any other Proposer for this work to put in a sham Proposal, or any other person or corporation to refrain from proposing; and that said Proposer has not in any matter sought by collusion to secure to self-advantage over any other Proposer or Proposers.

Proposer certifies that its Proposal is made without previous understanding, agreement, or connections with any person, firm, or corporation making a Proposal for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

As the person authorized to sign this statement, I certify that this firm complies fully with the above

requirements. Company Name Authorized Individual's Name (Print) **Authorized Signature** Title Date State of \_\_\_\_\_ County of \_\_\_\_\_ The foregoing instrument was acknowledged before me this\_\_\_ day of\_\_\_\_\_\_, 20\_\_\_\_, by Name of Person Acknowledging {NOTARY SEAL} Signature of Notary Public Name of Notary Typed, Printed, or Stamped Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_

Two-Step IFB 17-055B Clearwater Beach Transit Facility



# ATTACHMENT 6 CERTIFICATION OF RESTRICTIONS ON LOBBYING

(Return with solicitation submittal)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-Proposers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name
Authorized Signature
Authorized Individual's Name (Print)
Title
Date



# ATTACHMENT 7 DISCLOSURE OF LOBBYING ACTIVITIES

(To be completed by all Proposers, prime or Subcontractor, whose contract is greater than \$100,000)

complete this form to disclose lobbying activities pursuant to 31 U.S.	L. 1352 (See following page for public burden disclosure.)
1. Type of Federal action: 2. Status of Fe	deral Action: 3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. insurance	Proposal/offer/application initial award post-award  For Material Change Only: Year quarter Date of last report
4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a subawardee, Enter Name
Prime Subawardee Tier, if known:	and Address of Prime:
Congressional District, if known:	Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description:
	CFDA Number, if applicable:
8. Federal Action Number, if known:	9. Award Amount, if known:
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	\$ b. Individuals Performing Services
	(attach Continuation Sheet(s) SF-LLLA, if necessary)
11. Amount of Payment (check all that apply):	13. Type of Payment (circle all that apply):
\$ a l plar_d  12. Form of Payment (check all that apply):  a. cash b. in-kind: specify: nature value	a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify:
14. Brief Description of Services Performed or to be Performed and Date(s employee(s), or Member(s) contacted, for Payment Indicated in Item 1	
(attach Continuation Sheet(s) SF-LLLA, if necessary)	
15. Continuation Sheet(s) SF-LLLA attached: Yes	No
16. Information requested through this form is authorized by title 31 U section 1352. This disclosure of lobbying activities is a material represent of fact upon which reliance was placed by the tier above when this transa was made or entered into. This disclosure is required pursuant to 31 U 1352. This information will be reported to the Congress semi-annually and be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and more than \$100,000 for each such failure.	ation Signature: ction J.S.C. Print Name: d will uired Title:
Federal Use Only	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payments to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1<sup>st</sup> tier. Sub-awards include but are not limited to subcontract, sub-grants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Invitation For Bid (IFB) number, Request For Proposal (RFP) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-01."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s) employee(s), or Member(s) of Congress that were contacted.
- 15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



# ATTACHMENT 8 CERTIFICATION OF PROPOSER REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(Required for prime contracts greater than \$100,000)

The undersigned, an authorized official of the Proposer stated below, certifies to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in paragraph (2) of this certification; and
- 4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

(If the undersigned is unable to certify to any of the statements in this certification, such official shall attach an explanation to this Proposal).

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Company Name			
Authorized Individual's Name (Print)		Authorized Signature	
Date		Title	
State of The foregoing instrument was	•	before me this day of	
Name of Person Acknowledging {NOTARY SEAL}	Signature	of Notary Public	
Personally known OR Pr Type of Identification Produced		Notary Typed, Printed, or Stamped ation	



### **ATTACHMENT 9**

# CERTIFICATION OF LOWER-TIER PARTICIPANTS (SUBCONTRACTORS) REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

(Required for subcontracts greater than \$25,000)

The Undersigned Lower Tier Participant (Subcontractor to the Primary Proposer), certifies, by submission of this Proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. If the above named Lower Tier Participant (Subcontractor) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Proposal.

The Undersigned Lower-Tier Participant (Subcontractor), certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31. U.S.C. Sections 3801 <u>et seq</u>. are applicable thereto.

Company Name			
Authorized Individual's Name (Print)		Authorized Signature	
Date		Title	
State of Coun	ty of		
The foregoing instrument was ack	-	me this day of	, 20, by
Name of Person Acknowledging	·		
{NOTARY SEAL}	Signature of Notary	v Public	
	Name of Notary Ty	ped, Printed, or Stamped	
Personally known OR Produc	ed Identification		
Type of Identification Produced	· · · · · · · · · · · · · · · · · · ·		

NOTICE TO PROPOSER: THIS CERTIFICATION SHALL BE COMPLETED BY ALL SUBCONTRACTORS WHICH WILL HAVE A FINANCIAL INTEREST IN THIS PROJECT WHICH EXCEEDS \$25,000 <u>OR</u> SUBCONTRACTORS WHICH WILL HAVE A CRITICAL INFLUENCE ON OR A SUBSTANTIVE CONTROL OVER THE PROJECT.



# ATTACHMENT 10 DBE PARTICIPATION FORM

(Return with solicitation submittal)

PSTA has not set a specific goal for this project. PSTA has an annual DBE goal of <u>9.78%</u>.

•	•	propriate box, provide the inform e and submit this form may resu	•				
	Proposer does not meet the DBE goal for this contract. Proposer certifies that it has made good faith efforts in accordance with the Request For Proposal to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form is attached.  OR						
	49 CFR Part 26 as a	DBE goal for this contract. Pro DBE eligible for participation of e contract work. DBE Certification	on DOT-assisted	•	•		
	the DBE(s) listed below	e DBE goal for this contract. If any which will be performing a to DBE listed below is certified accessisted contracts.	otal of per	cent of the	total dolla	r amount of	
No.	Subcontractor or The Proposer	Description of Work or	Specialty	Gender/ Ethnicity	Dollar Amount	Percent of Contract Amount	
1	-						
2							
3							
4							
4 5							
4 5 6	ase attach a copy of ea	ch Subcontractor or the Propose	r FDOT DBE Certi	fication.	Total Dollars DBE (s)	Total % of Contract Amount	
4 5 6	ase attach a copy of eac	ch Subcontractor or the Propose	r FDOT DBE Certi	fication.	Dollars	Contract	
4 5 6 Plea	ase attach a copy of each		r FDOT DBE Certi		Dollars DBE (s)	Contract Amount	



# ATTACHMENT 11 DBE GOOD FAITH EFFORTS DOCUMENTATION FORM

(Return if DBE goal is not met)

**PSTA ANNUAL DBE GOAL: 9.78%** 

If Proposer has indicated on the DBE Participation Form that it does not meet the DBE goal, Proposer must submit this form with its DBE Participation Form as documentation of its good faith efforts to meet the goal. Failure to submit this form with its Proposer may render this Proposal non-responsive. PSTA may require that Proposer provide additional substantiation of good faith efforts.

Date:	_ Area of Expertise:
Name:	Company Name:
Response:	
	_ Area of Expertise:
Name:	Company Name:
Response:	
Date:	_ Area of Expertise:
Name:	Company Name:
Response:	
Date:	_ Area of Expertise:
Name:	Company Name:
Response:	



### ATTACHMENT 12 E-VERIFY AFFIDAVIT

(Return with solicitation submittal)

Contra	ct #:Two-Step IFB 17-055B	
Project	Description: Clearwater Beach Transit Facility	
	r acknowledges and agrees to utilize the U.S. Departure ployment of:	tment of Homeland Security's E-Verify System to verify
a)	All persons employed by Vendor to perform em contract; and	ployment duties within Florida during the term of the
b)	with the Department. Vendor acknowledges and	by Proposer to perform work pursuant to the contract agrees that use of the U.S. Department of Homeland the contract is a condition of the contract with the
Compa	ny Name	
 Author	ized Individual's Name (Print)	Authorized Signature
 Date		 Title



# ATTACHMENT 13 PROPOSER'S STATEMENT ON SUB-PROPOSERS

(To be completed for all, DBE and non-DBE, sub-Proposers)

Company Name	
Authorized Individual's Name (Print)	Authorized Signature
Date	Title
	OR
Listed below are sub-Proposers associated Disadvantage Business Enterprise Certifica	d with this Proposal. Additional sheets are attached as rations are also attached as appropriate.
Sub-Proposer Company Name	
Address	
Contact Person	
Telephone #	
E-mail Address for Contact Person	
Number of Years In Business	Gross Annual Receipts
Sub-Proposer Company Name	
Sub-Proposer Company Name Address	



# ATTACHMENT 14 DRUG FREE WORKPLACE PROGRAM

(Required with solicitation submittal)

Equal preference shall be given to vendors submitting a certification with their offer certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes.

IDENTICAL OFFER - Whenever two or more offers which are equal with respect to quality, price, and service are received, an offer received from a business certifying it has implemented a Drug-Free Workplace policy shall be given preference. Established procedures for processing tie offers will be followed if none of the tied vendors have a program in place. In order to have a Drug-Free Workplace Program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacturer, distribution, dispensing possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under the offer a copy of the statement specified in subsection (1).
- 4. In the statement in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under the offer, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the US or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if available in the employee's community, by employees who are convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify and state under oath that this firm complies fully with the above requirements.

Company Name			
Authorized Individual's Name (Print)		Authorized Signature	
 Date		Title	<del></del>
State ofCounty of			
The foregoing instrument was ack	nowledged before m	e this day of,20, b	У
Name of Person Acknowledging			
{NOTARY SEAL}	Signature o	of Notary Public	
	Name of N	otary Typed, Printed, or Stamped	
Personally known OR Pro	oduced Identification _		
Type of Identification Produced			



# ATTACHMENT 15 PROPOSER'S AND LOWER TIER PARTICIPANT'S REFERENCE FORM

(To be completed by prime and sub consultants/Subcontractors; required with Proposal submittal)

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

Company Name:				_
Address:				_
			Zip Code:	<u> </u>
Telephone #:		Fax #:		_
Authorized Individual's Name (Print):			Title:	_
Authorized Signature:				_
How Long at Present Location:				
Total Number of Employees:	Full Time:		Part Time:	_
	ovide local commercial an		obtain answers to questions, as applicable, eferences for which you have previously p	
Company:		Company:		_
Address:		Address:		_
Phone #:		Phone #:		- -
Contact:		Contact:		_
E-Mail:		E-Mail:		_
Reference #3:		Reference #4:		
Company:		Company:		_
Address:		Address:		_
Phone:		Phone:		- -
Contact:		Contact:		<u> </u>
E-Mail:		E-Mail:		_

Proposers are required to submit a minimum of four (4) references.

# EXHIBIT B Tensioned Fabric Structures Specifications

### **SECTION 13 31 23**

### TENSIONED FABRIC STRUCTURES

### PART 1 - GENERAL

### 1.1 SUMMARY

### A. Section Includes:

- 1. Section includes a tensioned fabric canopy system as shown on Drawings and specified in this Section.
- 2. Bid drawings indicate design intent with respect to sizes, shapes, and configurations of the tensioned fabric canopy. Provide all components and accessories required for complete tensioned fabric canopy system, whether or not specifically shown or specified. The tensioned fabric structure will assume bolted/pinned connections for field assembly. No field welding will be permitted.
- B. The tensioned fabric structure Manufacturer shall be responsible for the structural design, detailing, fabrication, supply, and installation of the Work specified herein. The intent of this specification is to establish in the first instance an undivided, single-source responsibility of the Manufacturer for all of the foregoing functions.
- C. All element sizes, material strengths, forces and quantities shown on the contract documents are to be taken as a developed concept. Final structural analysis and design are the responsibility of the manufacturer. The manufacturer is responsible at the time of bid to determine any additional costs related to their design, concrete foundations and member sizing for the fabric roof.
- D. Manufacturer's Work shall include the structural design, supply, fabrication, shipment, and erection of the following items:
  - 1. The architectural membrane as indicated on the drawings and in these specifications.
  - 2. Cables and fittings.
  - 3. Perimeter, catenary, and sectionalized aluminum clamping system.
  - 4. Structural steel, including masts, trusses, struts, and beams as indicated on the drawings.
  - 5. Fasteners and gasketing.
- E. This Project is a US Green Building Council LEED<sup>TM</sup> CI project:
  - 1. Select materials to maximize use of recycled steel.
  - 2. Select locally or regionally fabricated products wherever possible.

### 1.2 REFERENCES

### A. Definitions:

- 1. Tensioned Fabric Structure: Cable and/or frame supported tensioned membrane-covered fabric structure; incorporating a fabric with low elongation characteristics under tension and capable of an anticlastic configuration. Fabric structures in which fabric is applied as flat or mono-axially curved configurations are not acceptable.
- B. Reference Standards: Except as otherwise shown or noted, all work shall comply with the requirements of the following codes and standards:
  - 1. American Institute of Steel Construction (AISC).
    - a. Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings.
    - b. Code of Standard Practice for Steel Buildings and Bridges.
    - c. Specification for Structural Steel Buildings Allowable Stress Design and Plastic Design.
    - d. Specification for Allowable Stress Design of Single-angle Members.
    - e. Seismic Provisions for Structural Steel Buildings.
  - 2. American Society of Civil Engineers.
    - a. ASCE 19: Structural Applications of Steel Cables for Buildings.
  - 3. American Society of Testing and Materials (ASTM).
    - a. ASTM A586: Standard Specifications for Zinc-Coated Steel Structural Strand.
    - b. ASTM A603: Standard Specifications for Zinc-Coated Steel Structural Wire Rope.
    - c. ASTM D4851-88: Standard Test Methods for Coated and Laminated Fabrics for Architectural Use.
    - d. ASTM E84: Standard Test Method for Surface Burning Characteristics of Building Materials.
    - e. ASTM E108: Standard Test Methods for Fire Test and Roof Coverings.
    - f. ASTM E136: Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 degrees C.
    - g. ASTM C423: Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method.
    - h. ASTM E424: Standard Test Method for Solar Energy Transmittance and Reflectance of Sheet Materials.
  - 4. American Welding Society (AWS).
    - a. AWS D1.1: Structural Welding Code.
    - b. AWS 2.4: Symbols for Welding and Nondestructive Testing.
  - 5. Aluminum Association
    - a. Specifications for Aluminum Structures.
  - 6. National Fire Protection Association (NFPA).

- a. NFPA 701: Standard Methods of Fire Tests for Flame Propagation of Textiles and Films.
- 7. Steel Structures Painting Council (SSPC).
  - a. Steel Structures Painting Manual, Volumes 1 and 2.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include styles, material descriptions, construction details, fabrication details, dimensions of individual components and profiles, hardware, fittings, mounting accessories, features, and finishes for tensioned fabric structures.
  - 2. Include rated capacities, light transmissions, and operating characteristics of furnished specialties and accessories.

### B. LEED Submittals:

- 1. Product Data for Credit MR 4: For products having recycled content, documentation indicating percentages by weight of postconsumer and preconsumer recycled content. Include statement indicating cost for each product having recycled content.
- 2. Product Certificates for Credit MR 5.1[ and Credit MR 5.2]: For products and materials required to comply with requirements for regionally manufactured materials. Include statement indicating cost for each regionally manufactured material.
  - a. Include statement indicating location of manufacturer and distance to Project for each regionally manufactured material.

### C. Design Drawings:

- 1. Include plans, elevations, sections, mounting heights, and frame assembly details.
- 2. Preliminary member sizes with wall thickness TBD.
- 3. Preliminary footing layout and foundation design with final depth TBD.
- 4. Show intended fabric attachment hardware and details.
- 5. Identify direction, details and locations of fabric seams.
- 6. Show details of fabric membrane dimensions including length of spans, sag in curvature and actual shaded area.
- D. Engineered Drawings (submit after Design Drawings have been approved):
  - 1. Calculations with Wet Stamp seal of a Professional Engineer with a license in the same state as the project location.
  - 2. Engineering Drawings with Wet Stamp seal of a Professional Engineer with a license in the same state as the project location.
  - 3. Include plans, elevations, sections, mounting heights, and frame assembly details.
  - 4. Provide frame member sizes and required wall thicknesses.

- 5. Identify all welding requirements.
- 6. Detail all bolted and/or pin connections for frame assembly.
- 7. Identify required sizes of bolts, pins, plates and tubing.
- 8. Verify the fabric meets minimum engineering requirements.
- 9. Detail fabric attachment methods and identify thickness of all membrane plates, clamps and other attachment components.
- 10. Call out all cable sizes and pretension requirements.
- 11. Submit anchor-bolt plans before foundation work begins. Include location, diameter, and projection of anchor bolts required to attach the tensioned fabric structures to foundation. Indicate column reactions at each location.
- E. Samples for Initial Selection: Electronic file of available frame finish colors.
- F. Samples for Verification: For the following:
  - 1. Fabric: Qty (3) 8 ½" x 11" samples of fabric as selected by the owner.
  - 2. Frame Finish: Qty (3) Sample chips, not less than 2" x 3" in size.
- G. Provide a Schedule of Values within (2) weeks of project award.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, fabricator and professional engineer.
- B. Welding certificates.
- C. Sample Warranty: For fabric warranty.

### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For tensioned fabric structures to include in operation and maintenance manuals.
  - 1. Include the following:
    - a. Methods for maintaining tensioned fabric structure fabrics and finishes.
    - b. Precautions about cleaning materials and methods that could be detrimental to fabrics, finishes, and performance.

### 1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate tensioned fabric structures similar to those required for this Project and whose products have a record of successful in-service performance.

- 1. Fabricator must be an active member of Industrial Fabric Association International (IFAI) and Fabric Structures Association (FSA).
- 2. Fabricator's responsibilities include fabricating and installing tensioned fabric structures and providing professional engineering services needed to assume engineering responsibility.
- 3. Fabricator's engineering services must utilize Finite Element Analysis software that performs fabric form finding and takes into account fabric material properties and prestress characteristics.
- 4. Fabricator must have proven record of at least (10) successful projects of similar size and similar specified fabric material.
- 5. Fabricator must have been in continuous operation as a professional tensioned fabric structure manufacturer for minimum of (15) years prior to contract.
- 6. Fabricator must be an American owned company.
- 7. Fabricator must have an in-house Made-in-America manufacturing facility for both frame and fabric membrane components.
- 8. Fabricator must be a Los Angeles approved certified welder (or approved equal)
- 9. Fabricator must have a Green rating with Dunn & Bradstreet for timely payment to vendors.
- 10. Fabricator must have in-house installers with 10 hour OSHA training certificates.
- B. Installer Qualifications: Fabricator of products.
- C. Welding Qualifications: Qualify procedures and personnel according to the following:
  - 1. AWS D1.1/D1.1M, "Structural Welding Code Steel."

### 1.7 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit installation of tensioned fabric structure in exterior locations to be performed according to manufacturers' written instructions and warranty requirements.
- B. Field Measurements: Where tensioned fabric structure installation is indicated to fit to other work, verify dimensions of other work by field measurements before fabrication and indicate measurements on Shop Drawings. Allow clearances for fenestration operation throughout the entire operating range. Notify owner of discrepancies. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

### 1.8 WARRANTY

A. Special Warranty: Manufacturer and fabricator agree to repair or replace components of tensioned fabric structures that fail in materials or workmanship within specified warranty period of one year from the date of Substantial Completion.

- 1. Failures include, but are not limited to, the following:
  - a. Structural failures including framework.
  - b. Deterioration of fabric including seam failure.
  - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
- 2. Warranty Period, Fabric: Reference the manufacturer's limited warranty for the specified fabric manufacturer and product.
- 3. Warranty Period, Cables, Securement Devices and Accessories: One year from date of Substantial Completion

### PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis-of-Design: Subject to compliance with requirements, provide the tensioned fabric structures designed, engineered, fabricated and installed by the following:
  - 1. Design-build manufacturer of Tensioned Fabric Structures.
  - 2. Manufacturer must meet all minimum requirements as outlined in item 1.6 QUALITY ASSURANCE of this section and show written proof for each item listed to become an approved bidder.
  - 3. Applicant for approved bidder must submit engineering analysis along with pricing. Analysis must include:
    - a. Finite Element Analysis under various load cases
    - b. Fabric form finding of membrane
    - c. Adequate membrane gradient under load displacement to allow water runoff
    - d. Frame member and cable sizing
    - e. Footing reaction loads
- B. Source Limitations: Obtain tensioned fabric structures from single source from single manufacturer.

### 2.2 DESCRIPTION

- A. General: Provide a tensioned fabric structure system that complies with requirements specified herein by testing the Manufacturer's corresponding membrane system in accordance with the indicated test methods.
- B. Regulatory Requirements: Provide tensioned fabric canopy system complying with requirements and limitations of authorities having jurisdiction that are within Contractor's control.
  - 1. Building Code Criteria: The tensioned fabric structure shall comply with the International Building Code, latest edition.

- 2. Comply with local building codes and respective loading criteria for Snow Loads, Live Loads, Dead Loads, Wind Speed, and Seismic Loads.
- 3. Life Safety: Tensioned fabric structure shall be detailed so that no life safety issue is created in the event of a loss of a part of the membrane. The tensioned fabric structure shall not rely on the membrane for structural stability.

#### 2.3 PERFORMANCE / DESIGN CRITERIA

- A. Delegated Design: Engage a qualified professional engineer to design tensioned fabric canopy system. Delegated design engineering requirements include, but are not limited to, the following:
  - 1. Prepare structural design drawings defining the precise interface geometry determination, reaction loads imposed on structural steel framing, anchoring loads, connection details, interfaces and seam layouts.
  - 2. Structural calculations for the tensioned fabric canopy system shall include:
    - a. Large deflection numerical shape generation that will insure a stable, uniformly stressed, three dimensionally curved shape that is in static equilibrium with the internal prestress forces and is suitable to resist all applied loads.
    - b. Large deflection finite element method structural analysis of the membrane system under all applicable wind and seismic loads.
    - c. Connection design including bolt, weld and ancillary member sizing.
    - d. Biaxial fabric test specification, interpretation and fabric compensation determination.
    - e. Accurate generation of the two dimensional compensated fabric templates required to generate the three dimensional equilibrium shape.
- B. In engineering tensioned fabric canopy system fittings and accessories to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:
  - 1. Steel: 72 percent of minimum yield strength.
  - 2. Stainless Steel: 60 percent of minimum yield strength.
  - 3. Aluminum: The lesser of minimum yield strength divided by 1.65 or minimum ultimate tensile strength divided by 1.95.
- C. Structural Performance: Tensioned fabric canopy system shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to ASCE/SEI 7:
  - 1. Wind Loads: To be determined by manufacturer's Engineer of Record.
  - 2. Live Loads: To be determined by manufacturer's Engineer of Record.
  - 3. Snow Loads: To be determined by manufacturer's Engineer of Record.
  - 4. Seismic Loads: To be determined by manufacturer's Engineer of Record.

- D. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:
  - 1. Aluminum: The lesser of minimum yield strength divided by 1.65 or minimum ultimate tensile strength divided by 1.95.
  - 2. Copper Alloys: 60 percent of minimum yield strength.
  - 3. Stainless Steel: 60 percent of minimum yield strength.
  - 4. Steel: 72 percent of minimum yield strength.
- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- F. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

#### 2.4 CANOPY FABRIC MATERIALS

- A. PVC coated polyester product: Subject to compliance with requirements, provide fabric as called out and specified herein.
- B. Fire-Test-Response Characteristics: Provide canopy fabric with the fire-test-response characteristics indicated, as determined by testing identical products according to test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction:
  - 1. Flame-Resistance Ratings: Passes NFPA 701.
- C. PVC Fabric manufacturer: The following is a list of approved PVC coated Polyester fabric manufacturers for tensioned fabric structures. Reference drawings for fabric call out.
  - 1. Ferrari Textiles (Precontraint product line)
  - 2. Seaman Corporation (Shelter-Rite product line)
  - 3. Naizil
  - 4. Hiraoka
  - 5. Mehler (Polymar product line)
- D. Fabric properties:
  - 1. Waterproof.
  - 2. Fabric thickness and tensile strength: Must meet engineering requirements with a safety factor of five.
  - 3. Color: White
  - 4. Warranty: 20 years

#### 2.5 CANOPY FRAME, CABLES, FITTINGS AND ACCESSORIES

- A. General: Provide accessories as standard with tensioned fabric canopy system fabricator and as specified. Fabricate and finish accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes. Comply with indicated profiles and with dimensional and structural requirements.
- B. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- C. Frame material shall be shall be constructed of cold rolled carbon steel.

#### D. Steel and Iron:

- 1. Tubing: ASTM A 500 (cold formed) or ASTM A 513.
- 2. Bars: Hot-rolled, carbon steel complying with ASTM A 29/A 29M, Grade 1010.
- 3. Plates, Shapes, and Bars: ASTM A 36 or ASTM A 572 per engineering requirements.

#### E. Stainless Steel:

- 1. Tubing: ASTM A 554, Grade MT 316L.
- 2. Pipe: ASTM A 312/A 312M, Grade TP 316L.
- 3. Castings: ASTM A 743/A 743M, Grade CF 8M or CF 3M.
- 4. Sheet, Strip, Plate, and Flat Bar: ASTM A 666, Type 316L.
- 5. Bars and Shapes: ASTM A 276, Type 316L.

#### F. Aluminum:

- 1. Provide alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with strength and durability properties for each aluminum form required not less than that of alloy and temper designated below.
- 2. Extruded Bars and Shapes: ASTM B 221, Alloy 6063-T5/T52.

#### G. Cables and Fittings shall be constructed of stainless steel:

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following manufacturers:
  - a. John A. Batchelor Co Inc.
  - b. Jack Rueben and Sons.
  - c. McMaster Carr
  - d. Frontier Technologies.
  - e. The Crosby Group.
  - f. Ronstan International Inc.

#### 2. Stainless Steel Cables:

a. Cable: 1-by-19 wire rope made from wire complying with ASTM A 492, Type 316.

- b. Cable Fittings: Connectors of types indicated or required, fabricated from stainless steel, and with capability to sustain, without failure, a load equal to minimum breaking strength of cable with which they are used.
- H. Metal Battens for Securing Canopy Fabric to Structural Steel Frame: Extruded aluminum.

#### 2.6 CANOPY FRAME FINISH

- A. Frame Finish shall be corrosion resistant 3 part epoxy paint.
  - 1. Three Part Paint Finish for corrosive environments:
    - a. Commercial blast clean surface in accordance to SSPC-SP 10.
    - b. Primer Material properties (1) coat of PPG/Ameron's Dimecoat 9 at 2.5-4.0 mils MDFT.
    - c. Paint Material properties (1) coat of PPG/Ameron's Amerlock 2 at 3.0-7.0 mil MDFT per coat.
    - d. Paint Material properties (1) coat of PPG/Ameron's PSX 700 at 3.0-7.0 mil MDFT per coat.
    - e. Minimum thickness -8.5-18 mils TDFT.
    - f. Color: As selected from manufacturer's available stock colors.
    - g. 10 year warranty for gloss and color retention.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine structural steel framing and other substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 ERECTION

- A. Proceed with installation of tensioned fabric structure only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations.
- B. Erect frame and fabric in accordance with the procedures of the approved manufacturer.
- C. Adequate prestress shall be applied to eliminate fabric wrinkles and excess cable sag.

#### 3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Prepare test and inspection reports.

#### 3.4 MEMBRANE PATCHING

- A. Any and all patching must be done by trained and authorized personnel.
- B. Minor repairs are defined as:
  - 1. A patch, no larger than 1% of the area of the fabric panel.
  - 2. Sewn or sealed reinforcement at corners or joints, sewing and sealing no greater than 12 inches in length.
- C. A maximum of one patch per membrane will be permissible.
- D. No more than two patches will be allowed for the entire project.
- E. Sewn or sealed reinforcement is allowed at all corners when necessary.

#### 3.5 ADJUSTING

A. Occupancy Adjustments: When requested within 12 months from date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to one visit to Project during other-than-normal occupancy hours for this purpose.

#### 3.6 CLOSEOUT ACTIVITIES

A. Demonstration: Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust cable and fabric tension and to clean and maintain canopy fabric.

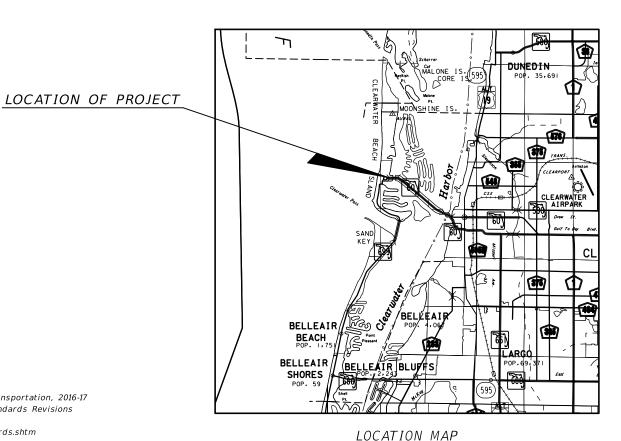
END OF SECTION 13 31 23

# **EXHIBIT C**Construction Drawings





# CLEARWATER BEACH TRANSIT CENTER



GOVERNING DESIGN STANDARDS:

City of Clearwater Standards & Florida Department of Transportation, 2016-17 Design Standards eBook (DSeB) and applicable Design Standards Revisions (DSRs) at the following website: http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm

#### GOVERNING STANDARD SPECIFICATIONS:

City of Clearwater Technical Specifications & Florida Department of Transportation, January 2017 Standard Specifications for Road and Bridge Construction at the following website: http://www.dot.state.fl.us/programmanagement/implemented/SpecBooks

	INDEX OF SHEETS									
SHEET NO.	SHEET TITLE									
1	KEY SHEET									
2	SIGNATURE SHEET									
3	TYPICAL DETAILS									
SQ1 - SQ5	SUMMARY OF QUANTITIES									
4	PROJECT NOTES / SUMMARY OF PAY ITEMS									
5 - 6	ROADWAY PLAN									
7	DRAINAGE STRUCTURES									
8	SOIL PROFILES									
9 - 11	CROSS SECTIONS									
12 - 13	TRAFFIC CONTROL PLAN									
14 - 15	UTILITY ADJUSTMENTS									
16	PROJECT NETWORK CONTROL SHEET									
17 - 18	SIGNING AND PAVEMENT MARKING PLAN									
19	BOARDWALK PLAN AND ELEVATION									
20	BOARDWALK TYPICAL SECTION									

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BAL	QUALITY CONTROL OFFICER THIS SPACE INDICATEDS
DRAWN	THAT ALL REQUIRED PERMI HAVE BEEN OBTAINED AND
BAL	THAT CONSTRUCTION IS AUTHORIZED TO COMMENCE
CHECKED	AUTHORIZED TO COMMEN
100	1

PREPARED BY: BRAD LAPORTE, P.E. NO. 79380 HNTB CORPORATION 201 N. FRANKLIN STREET, SUITE 1200 TAMPA, FL 33602 PHONE: (813) 402-4150 CERTIFICATE OF AUTHORIZATION NO. 6500

CITY OF CLEARWATER 100 SOUTH MYRTLE AVENUE CLEARWATER, FL 33756 CLEARWATER BEACH TRANSIT CENTER FOR



KEY SHEET

JAN. 2017

BID PLANS SUBMITTAL



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

## **Brad Laporte** 2017.01.26 16:14:47 -05'00'

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS:

HNTB CORPORATION 201 N. FRANKLIN STREET, SUITE 1200 TAMPA, FL 33602 CERTIFICATE OF AUTHORIZATION: 6500 BRAD LAPORTE, P.E. NO. 79380

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

#### ITS PLANS

TID I Eress	
SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	TYPICAL DETAILS
501 - 505	SUMMARY OF QUANTITIES
4	PROJECT NOTES / SUMMARY OF PAY ITEMS
5 - 6	ROADWAY PLAN
7	DRAINAGE STRUCTURES
9 - 11	CROSS SECTIONS
12 - 13	TRAFFIC CONTROL PLAN
14 - 15	UTILITY ADJUSTMENTS
16	PROJECT NETWORK CONTROL SHEET
17 - 18	SIGNING AND PAVEMENT MARKING PLAN



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## Gjergji Vaso 2017.01.26 16:11:46 -05'00'

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SHEET NO. SHEET DESCRIPTION

19 BOARDWALK PLAN AND ELEVATION 20 BOARDWALK TYPICAL SECTION



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Kevin H Scott

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TIERRA, INC. 7351 TEMPLE TERRACE HIGHWAY TAMPA, FL 33637 CERTIFICATE OF AUTHORIZATION: 6486 KEVIN H. SCOTT, P.E. NO. 65514

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#### ITS PLANS

SHEET NO. SHEET DESCRIPTION

SOIL PROFILES

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CITY OF CLEARWATER 100 SOUTH MYRTLE AVENUE CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER FOR

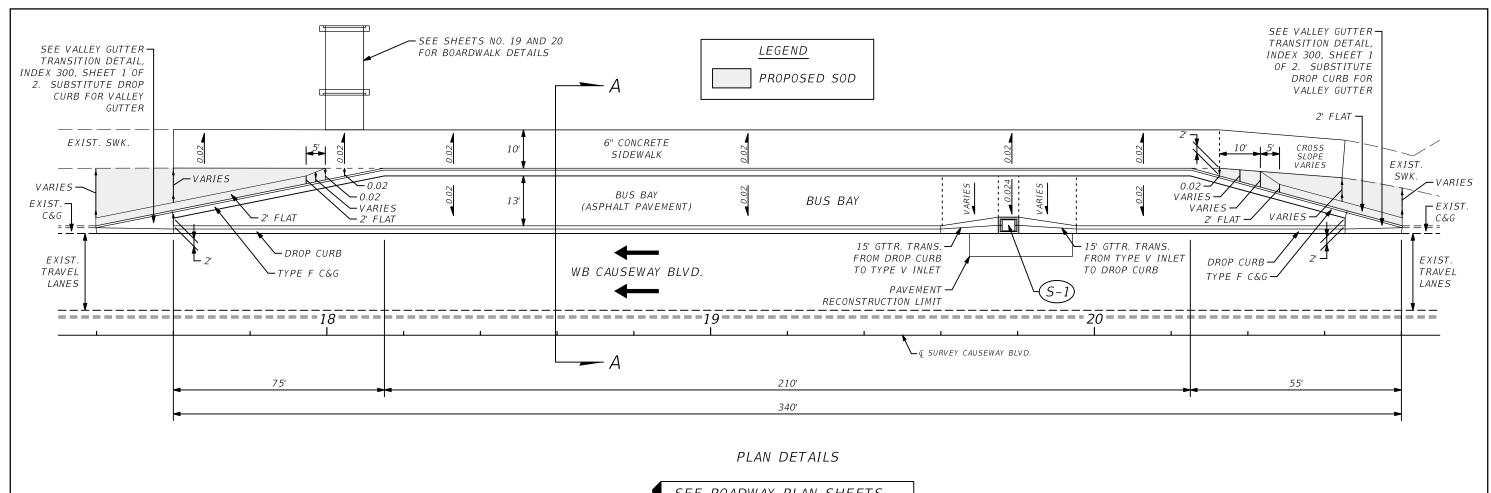
PSTAP PINELLAS SUNCOAST

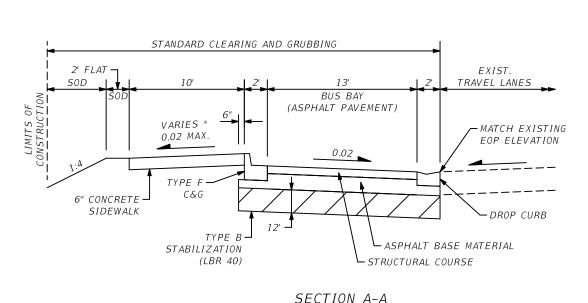
PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE ST. PETERSBURG, FL 33716

SIGNATURE SHEET



JAN. 2017 BID PLANS SUBMITTAL





SECTION /

\* SEE PLAN DETAILS ON THIS SHEET FOR GRADING DETAIL.

SEE ROADWAY PLAN SHEETS FOR ADDITIONAL INFORMATION

TYPE SP STRUCTURAL COURSE
(TRAFFIC E) LAYER 2 (1.5") (PG 76-22)

OBG 11

TYPE B-12.5 (7")

TYPE B

STABILIZATION, LBR 40 (12")

#### PAVEMENT LAYER DIAGRAM

#### PAVEMENT RECONSTRUCTION

OPTIONAL BASE GROUP 11 (TYPE B-12.5 ONLY) WITH TYPE SP STRUCTURAL COURSE (TRAFFIC E) (3") (PG 76-22)

#### BUS BAY ASPHALT PAVEMENT DESIGN

OPTIONAL BASE GROUP 11 (TYPE B-12.5 ONLY) WITH TYPE SP STRUCTURAL COURSE (TRAFFIC E) (3") (PG 76-22)

#### BUS BAY DETAILS

DESIGNED OF THE SIGNATURE OF THE OUTPOUT OUTPOOL OFFICE TO HATCH CONTROL OF THE OUTPOUT OUTPOOL OF THE OUTPOUT OUTPOU

	SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS												
PAY ITEM	DAY ITEM DESCRIPTION	UNIT		PHASE I		TOTAL		DESIGN	CONSTRUCTION				
NO.	PAY ITEM DESCRIPTION		DURAT I ON	QUANT ITY	TOTAL			NOTES	REMARKS				
			DAY S	Р	Р	Р	F						
0102 1	MAINTENANCE OF TRAFFIC	LS	60			1		60 DAY CONSTRUCTION DURATION.					
0102 60	WORK ZONE SIGN	ED	60	32	1920	1920							
	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	60	32	1920	1920							
	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	ED	60	4	240	240							
0102 76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	60	1	60	60							
0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	74	1	74	74		INCLUDES 14 DAY ADVANCED PLACEMENT DURATION.					

LOCATION	SIDE	AREA I D		MENT RIER	TRAC PREVE	DIL CKING ENTION 'ICE	PROTE	LET ECTION STEM	DESIGN NOTES	CONSTRUCTION
			0104 10 3		0104 15		0104 18		NOTES	REMARKS
STA. TO STA.			L	F	EA		EA			
			Ρ	F	Р	F	P	F		
PROJECT					1.0					
17+17.00	LT.						1.0			
17+19.50	LT.						1.0			
19+77.63	LT.						1.0			
17+20.00 to 19+10.00	LT.		190.0						LOCATED ALONG PARKING LOT.	
17+20.00 to 21+00.00	LT.		380.0						LOCATED ALONG BACK OF SIDEWALK.	

DESIGNED	THE SIGNATURE OF THE
	QUALITY CONTROL OFFICER IN
BAL	THIS SPACE INDICATEDS
DRAWN	THAT ALL REQUIRED PERMITS
	HAVE BEEN OBTAINED AND
BAL	THAT CONSTRUCTION IS
CHECKED	AUTHORIZED TO COMMENCE.
	1

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CLEARWATER BUILDING BACK CITY OF CLEARWATER 100 SOUTH MYRTLE AVENUE CLEARWATER, FL 33756 CLEARWATER BEACH TRANSIT CENTER FOR

&

PSTAP PINELLAS SUNCOAST TRANSIT AUTHORITY

PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE ST. PETERSBURG, FL 33716

SUMMARY OF QUANTITIES (01)

SQ1 JAN. 2017 BID PLANS SUBMITTAL

	SUMMARY OF REMOVAL ITEMS											
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA I D	UNITS	SECONDARY UNITS (IF LUMP SUM)	TOTAL	-	DESIGN NOTES	CONSTRUCTION REMARKS		
		STA. TO STA.				AREA	Р	F				
0110 1 1	CLEARING & GRUBBING				AC		0.28					
		17+40.00 TO 20+80.00	LT.	10045		0.273						
		17+90.61 TO 18+18.93	LT.	10694		0.007						
0110 4	REMOVAL OF EXISTING CONCRETE				SY		414					
		17+60.00 TO 20+65.33	LT.	24084		338.585		EXI	ST. CONC. SIDEWALK & CONC. PAD			
		17+40.00 TO 20+80.00	LT.	24102		72.258		EXI	ST. TYPE F C&G			
		17+90.61 TO 17+99.10	LT.	24113		1.588		EXI	ST. TYPE D CURB			
		18+10.10 TO 18+18.58	LT.	24114		1.387		EXI	ST. TYPE D CURB			

	SUMMARY OF EARTHWORK											
PAY ITEM NO.				DESIGN NOTES	CONSTRUCTION REMARKS							
0120 1	REGUALR EXCAVATION	189										
0120 6	EMBANKMENT	90										

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CLEARWATER BUGHT AND BLAUTHUL BAY TO BE AV CITY OF CLEARWATER 100 SOUTH MYRTLE AVENUE CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER FOR

PSTA PINELLAS SUNCOAST
TRANSIT AUTHORITY PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE ST. PETERSBURG, FL 33716

SUMMARY OF QUANTITIES (02)

*SQ2* JAN. 2017 BID PLANS SUBMITTAL

	SUMMARY OF STRUCTURE QUANTITIES - BOARDWALK											
SECTION	PAY ITEM NO.	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$		QUAN P	NTITY TOTAL F			DESIGN NOTES	CONSTRUCTION REMARKS			
	0470 1	TREATED TIMBER, STRUCTURAL	18+04.60	LT.	MB	0.64		0.64		SEE SHEET 20 FOR PAY ITEM NOTES		
BOARDWALK	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	18+04.60	LT.	SY	13		13		SEE SHEET 20 FOR PAY ITEM NOTES		

		SUMMA	ARY OF	· UIIL	IIY AL	JUSTME	:1115			
PAY ITEM	PAY ITEM DESCRIPTION	LOCATION	SIDE	UNIT	QUANT ITY		TOTAL		DESIGN	CONST RUCT I ON
NO.	FAI TIEM DESCRIFTION	STATION	SIDE	ONII	Р	F	Р	F	NOTES	REMARKS
425 6	VALVE BOXES, ADJUST			EA			7			
		18+60	LT.		1					
		18+61	LT.		1					
		19+63	LT.		1					
		19+65	LT.		1					
		19+65	LT.		1					
		20+02	LT.		1					
		20+08	LT.		1					

PREPARED BY: BRAD LAPORTE, P.E. NO. 79380 HNTB CORPORATION 201 N. FRANKLIN STREET, SUITE 1200 TAMPA, FL 33602 PHONE: (B13) 402-4150 CERTIFICATE OF AUTHORIZATION NO. 6500

CITY OF CLEARWATER 100 SOUTH MYRTLE AVENUE CLEARWATER, FL 33756 CLEARWATER BEACH TRANSIT CENTER FOR &



SUMMARY OF QUANTITIES (03)

SQ3 JAN. 2017 BID PLANS SUBMITTAL

	SUMMARY OF GENERAL ITEMS												
PAY ITEM NO.	PAY ITEM DESCRIPTION		QUANTITY P F		TOTAL P F		DESIGN NOTES	CONSTRUCTION REMARKS					
0639 1 122	ELECTRICAL POWER SOURCE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR		1	-	1								

		SUMMARY OF MISO	CELLA	NEOUS	DRAINA	AGE ITE	EMS			
PAY ITEM	DAY ITEM DECEDIOTION	LOCATION	SIDE	UNIT	QUAN	QUANTITY		TAL	DESIGN	CONSTRUCT I ON
NO.	PAY ITEM DESCRIPTION	STA. TO STA.	SIDE	UNII	P F		P F		NOTES	REMARKS
0425 1 711	INLETS, GUTTER, TYPE V, <10	19+77.63	LT.	EA	1.0		1			
0430 175 115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"S/CD	19+71.98 TO 19+75.63	LT.	LF	4.0		4		INCLUDE CONC. JACKET TO EXIST. PIPE	

PAY ITEM	DAY ITEM DESCRIPTION	LOCATION	CIDE	AREA	AREA UNIT		QUANT ITY	/	TOTAL	DESIGN NOTES	CONSTRUCTION
NO .	PAY ITEM DESCRIPTION	STA. TO STA.	SIDE	ID		GROSS LENGTH	NET L P	ENGTH F	P F		REMARKS
1520 1 10	CONCRETE CURB & GUTTER, TYPE F				LF		-		685		
		17+40.00 to 17+59.71	LT.			20.2	20.2			MONOLITHIC C&G	
		17+40.00 to 17+60.00	LT.			20.2	20.2			DROP CURB	
		17+59.71 to 18+14.85	LT.			56.2	56.2				
		17+60.00 to 19+59.96	LT.			200.0	200.0			DROP CURB	
		18+14.85 to 20+25.20	LT.			210.3	210.3				
		19+59.96 to 19+74.96	LT.			15.0	15.0			DROP CURB	
		19+74.96 to 19+80.30	LT.			5.3	5.3			DROP CURB	
		19+80.30 to 19+95.30	LT.			15.0	15.0			DROP CURB	
		19+95.30 to 20+65.33	LT.			70.0	70.0			DROP CURB	
		20+25.20 to 20+65.73	LT.			42.0	42.0				
		20+65.33 to 20+80.00	LT.			14.9	14.9			DROP CURB	
		20+65.73 to 20+80.00	LT.			15.0	15.0			MONOLITHIC C&G	
520 2 4	CONCRETE CURB, TYPE D				LF				36		
		17+90.61 to 17+99.10	LT.			8.5	8.5			SIDEWALK CURB	
		17+99.54 to 17+99.64	LT.			4.1	4.1				
		17+99.54 to 18+10.10	LT.			10.6	10.6				
		18+10.10 to 18+10.22	LT.			4.0	4.0				
		18+10.10 to 18+18.58	LT.			8.5	8.5			SIDEWALK CURB	

DESIGNED	THE SIGNATURE OF THE
	QUALITY CONTROL OFFICER IN
BAL	THIS SPACE INDICATEDS
DRAWN	THAT ALL REQUIRED PERMITS
	THAT CONSTRUCTION IS
BAL	AUTHORIZED TO COMMENCE.
CHECKED	ADTIONIZED TO COMMENCE.

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CERTIFICATE OF AUTHORIZATION NO. 6500

CLEARWATER BIALTHUL BAY TO BEACH CITY OF CLEARWATER 100 SOUTH MYRTLE AVENUE CLEARWATER, FL 33756 CLEARWATER BEACH TRANSIT CENTER FOR

PSTA PINELLAS SUNCOAST TRANSIT AUTHORITY PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE ST. PETERSBURG, FL 33716

SUMMARY OF QUANTITIES (04)



SQ4 JAN. 2017 BID PLANS SUBMITTAL

	SL	IMMARY	OF SID	EWALK	& DETE	CTABLE	WARNINGS	
LOCATION			CONC. SIDEWALK 6" 0522 2		DETECTABLE WARNINGS 0527 2		DECTOR	CONSTRUCTION REMARKS
	SIDE	AREA ID					DESIGN NOTES	
STA. TO STA.		10	SY	,	SF		NOTES	ALMARKS
SIA. IU SIA.			Р	F	Р	F	]	
17+60.00 TO 20+65.33	LT.	12957	342.060					
17+90.61 TO 18+18.93	LT.	12969	33.140					
17+99.60 TO 18+09.60	LT.	12952	10.050					
17+90.61 TO 17+95.64	LT.	24469			29.923			
18+14.16 TO 18+18.93	LT.	24470			30.365			
	SUI	B-TOTAL:	385.300		60.288			
	385		61					

	S	SUMMAR	Y OF P	ERFORMA	NCE TURF	
LOCATION			PERFORMANCE TURF (SOD)			CONCTRUCTION
	SIDE	AREA ID	0570	1 2	DESIGN NOTES	CONSTRUCTION REMARKS
STA. TO STA.		10	SY		NOTES	NEMARKS
SIA. IU SIA.			Р	F	1	
17+40.00 to 18+05.00	LT.	14127	61.1			
17+40.00 to 20+80.00	LT.	14122	302.2			
17+90.51 to 17+99.10	LT.	14150	1.9			
18+10.05 to 18+18.59	LT.	14155	1.9			
20+32.72 to 20+80.00	LT.	14163	44.5			
	SUB-TOTAL:					
	TOTAL:					

SUMMARY OF SIGNING AND PAVEMENT MARKINGS									
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	UNIT QUANT		TO	TAL F	DESIGN NOTES	CONSTRUCTION REMARKS	
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	2	,	2	,			
0711 11 141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION. 6"	GM	0.025		0.025				
	THERMOPLASTIC, STANDARD, WHITE MESSAGE OR SYMBOL	EA	5		5				
0711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.094		0.094				

DESIGNED	THE SIGNATURE OF THE
	QUALITY CONTROL OFFICER IN
BAL	THIS SPACE INDICATEDS
DRAWN	THAT ALL REQUIRED PERMITS
	HAVE BEEN OBTAINED AND THAT CONSTRUCTION IS
BAL	AUTHORIZED TO COMMENCE.
CHECKED	ADTIONIZED TO COMMENCE.
ı	

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CITY OF CLEARWATER
100 SOUTH MYRTLE AVENUE
CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER FOR



PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE ST. PETERSBURG, FL 33716 SUMMARY OF QUANTITIES (05)

No:	Date:	Revision:

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JAN. 2017
SCALE
AS SHOWN
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| PY-| | 60025\CADD\Clearwater Bus Bay\roadway\SUMQRD01.DGI

#### PROJECT NOTES:

- 1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- 2. EXISTING PALM TREES TO BE REMOVED BY CITY OF CLEARWATER WORK FORCES PRIOR TO CONSTRUCTION.
- 3. UTILITY COORDINATION IS ON-GOING WITH ALL UTILITY AGENCY/OWNERS. AS INFORMATION IS RECEIVED, THE PLANS WILL BE UPDATED WITH PLAN REVISIONS.

	SUMMARY OF PAY ITEMS		
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANT ITY
0101 1	MOBILIZATION (10% OF ALL ITEMS)	LS	1
0102 1	MAINTENANCE OF TRAFFIC (10% OF ALL ITEMS)	LS	1
0102 60	WORK ZONE SIGN	ED	1920
0102 74 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	1920
0102 74 6	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	ED	240
0102 76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	60
0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	74
0104 10 3	SEDIMENT BARRIER	LF	570
0104 15	SOIL TRACKING PREVENTION DEVICE	EA	1
0104 18	INLET PROTECTION SYSTEM	EA	3
0107 1	LITTER REMOVAL	AC	1.45
0107 2	MOWING	AC	0.70
0110 1 1	CLEARING & GRUBBING	AC	0.28
0110 4	REMOVAL OF EXISTING CONCRETE	SY	414
0120 1	REGULAR EXCAVATION	CY	189
0120 6	EMBANKMENT	CY	90
0160 4	TYPE B STABILIZATION	SY	572
0285 711	OPTIONAL BASE, BASE GROUP 11	SY	572
0334 1 55	SUPERPAVE ASPHALTIC CONC. TRAFFIC E, PG 76-22	TN	65.3
0425 1 711	INLETS, GUTTER, TYPE V, <10'	EA	1
0425 6	VALVE BOXES, ADJUST	EA	7
0430 175 115	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15"S/CD	LF	4
0470 1	TREATED TIMBER, STRUCTURAL	MB	0.64
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	685
0520 2 4	CONCRETE CURB, TYPE D	LF	36
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	398
0527 2	DETECTABLE WARNINGS	SF	61
0570 1 2	PERFORMANCE TURF, SOD	SY	412
0639 1 122	ELECTRICAL POWER SOURCE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	1
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	2
0711 11 141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.025
0711 11 160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	5
0711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.094

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CITY OF CLEARWATER 100 SOUTH MYRTLE AVENUE CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER FOR

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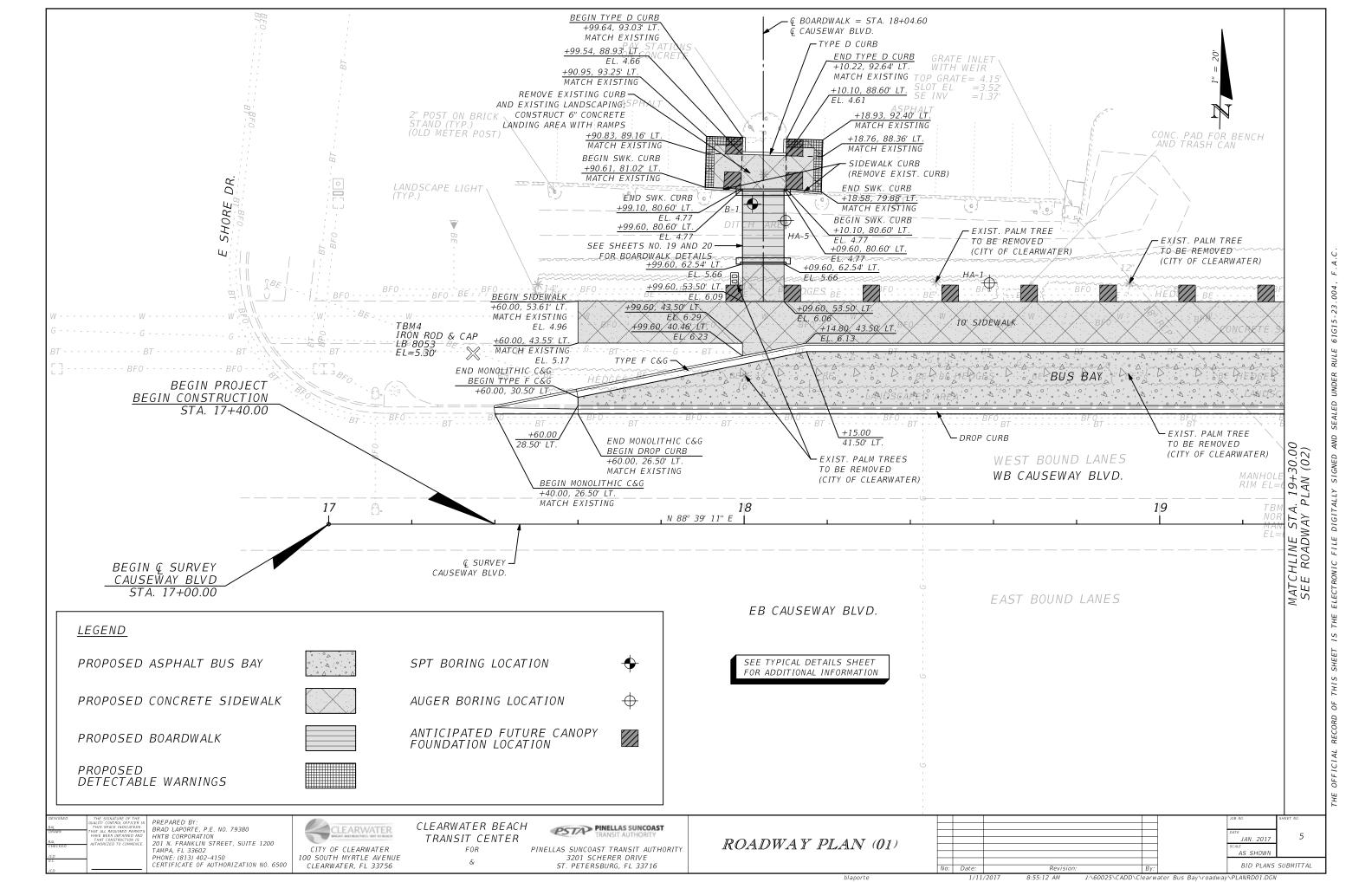


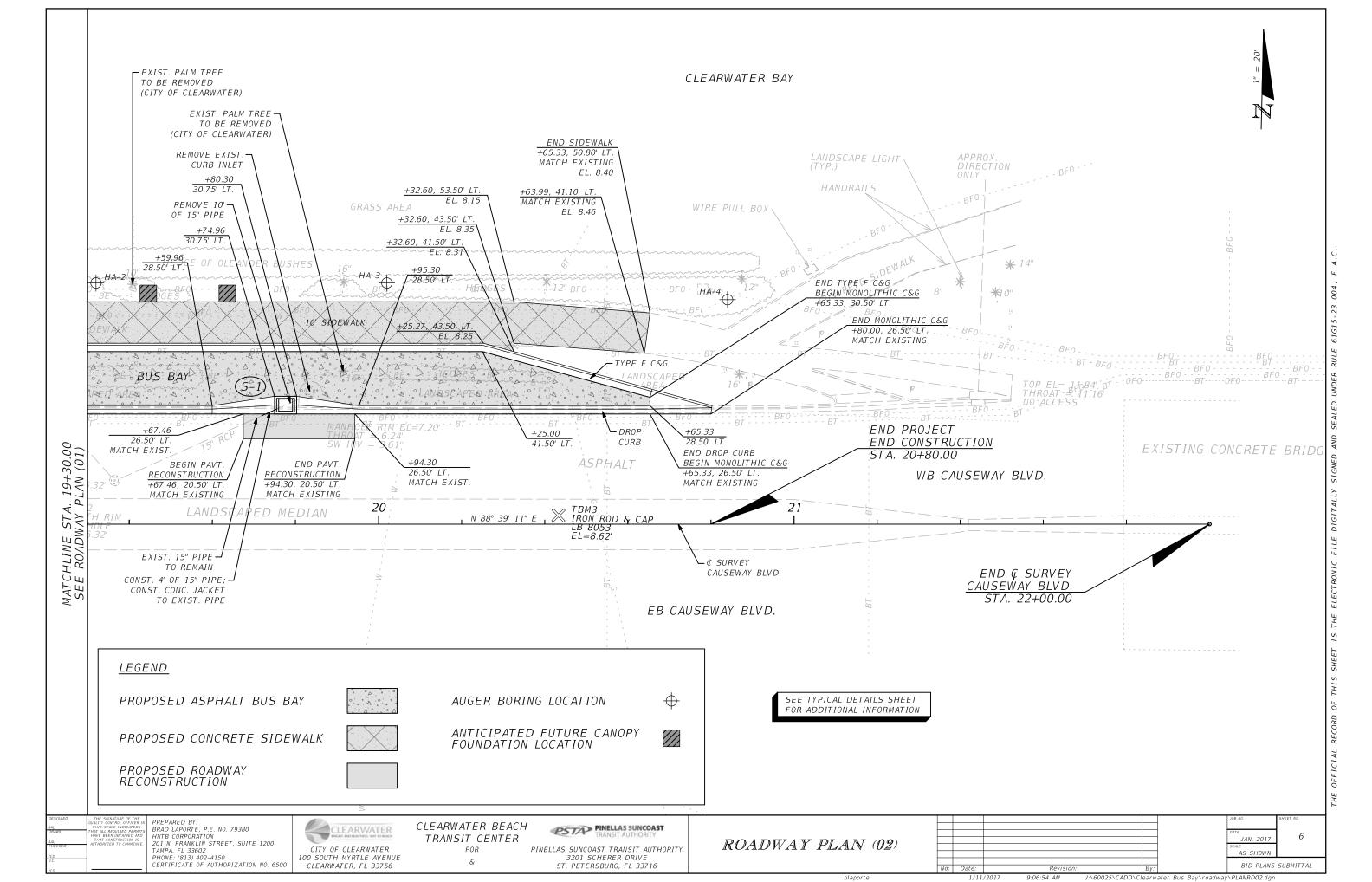
PROJECT NOTES / SUMMARY OF PAY ITEMS

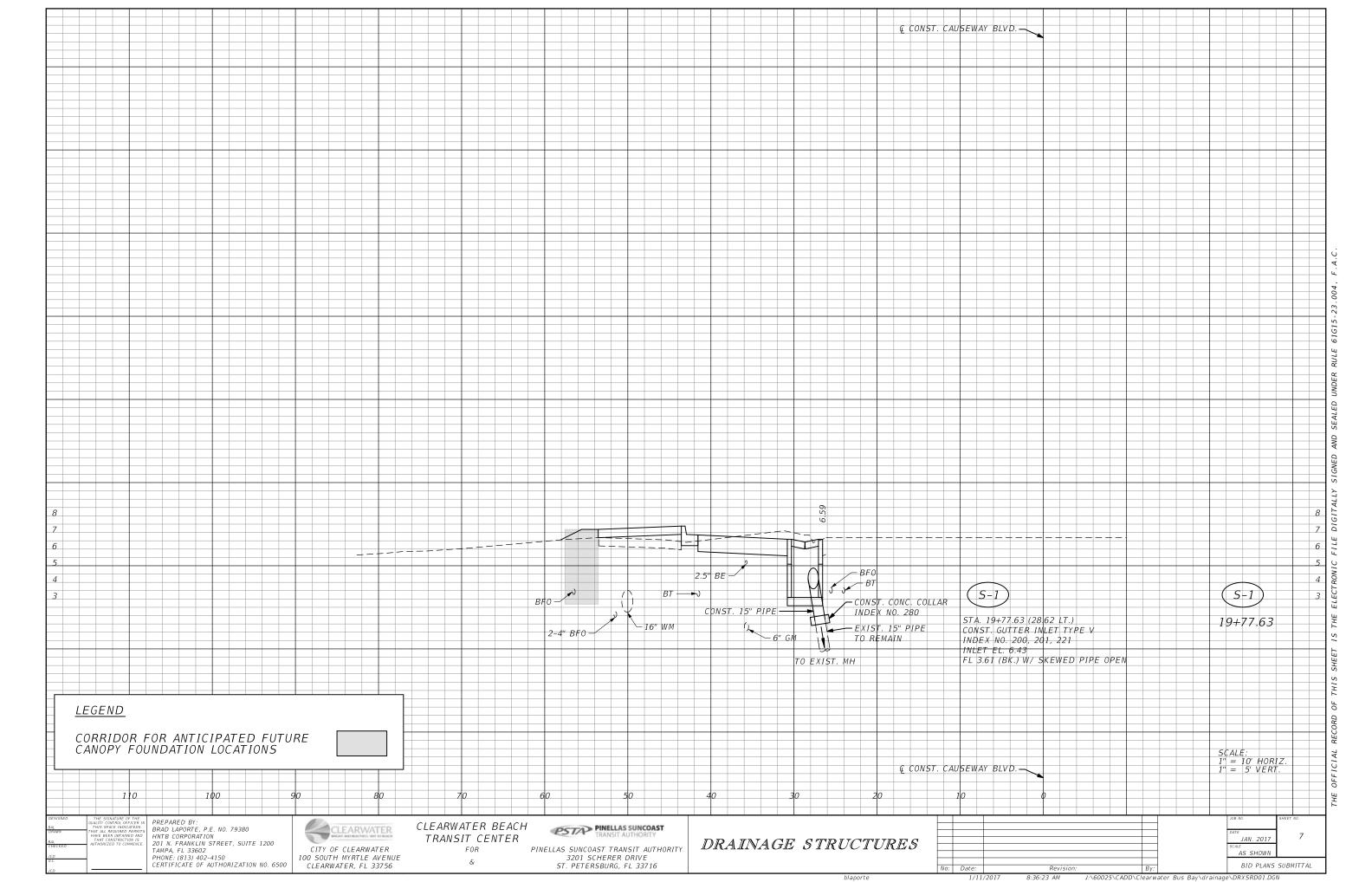


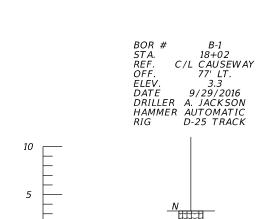
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-200=15

-200=5

-5

-10

-20

-25

-30

-35

-40

HA

13

13

41

42

21

HA-1 18+59 C/L CAUSEWAY 58' LT. BOR # 19+32 C/L CAUSEWAY 58' LT. 5.7 STA. REF. STA. REF. OFF. ĔĹĖV. ĔĹĖV. 9/30/2016 DATE DRILLER DRILLER D. SILAS

HA-2

9/30/2016

D. SILAS

HA-3 20+02 C/L CAUSEWAY 58' LT. STA. REF. OFF. ĔĹĖV. 9/30/2016 DRILLER D. SILAS

HA-4 20+84 C/L CAUSEWAY 54' LT. 9.2 STA. REF. OFF. ELEV. 9/30/2016 DRILLER D. SILAS

NMC=30

HA-5 STA. REF. 18+10 C/L CAUSEWAY OFF. 73' LT. 2.7 ĔĹĖV. 9/30/2016 DRILLER D. SILAS

10

-5

-10

-15

-20

-25

-30

-35

-40

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LIGHT GRAY TO DARK BROWN FINE SAND TO SAND WITH SILT, WITH SHELL AND OCCASIONAL ROCK FRAGMENTS AND CLAY NODULES, TO VERY SHELLY SAND (SP/SP-SM) [A-3]

**LEGEND** 

DARK GRAY SILTY SAND (SM) [A-2-4]

GRAY SILTY SAND WITH SHELL TO VERY SHELLY SILTY SAND TO SILT WITH SOME SHELL AND SAND ("BAY BOTTOM") (SM/ML) [A-2-4/A-2-6/A-4]

VERY LIGHT GRAY TO GRAY TO BROWN FINE SAND TO SAND WITH SILT (SP/SP-SM) [A-3]

LIGHT GRAY TO DARK BROWN SHELLY SAND WITH ORGANIC SILTS (SP-SM) [A-3]

WEATHERED LIMESTONE 6.

> AASHTO GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF

UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.

NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED).

HAND AUGERED TO VERIFY UTILITY CLEARANCE

PERCENT PASSING #200 SIEVE NMC NATURAL MOISTURE CONTENT (%) LIQUID LIMIT (%) PLASTICITY INDEX (%) ORGANIC CONTENT (%) ОC NON-PLASTIC

NAVD 88 NORTH AMERICAN VERTICAL DATUM OF 1988

GROUNDWATER NOT ENCOUNTERED

GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS

ESTIMATED SEASONAL HIGH GROUNDWATER TABLE

ESTIMATED SEASONAL HIGH GROUNDWATER TABLE IS AT OR ABOVE GRADE

Q CAUSEWAY CENTERLINE OF SURVEY OF CAUSEWAY BOULEVARD

HAND AUGER REFUSAL

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-	SPT N-VALUE	SPT N-VALUE
RELATIVE DENSITY	(BLOWS/FT.)	(BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS	SPT N-VALUE	SPT N-VALUE
CONSISTENCY	(BLOWS/FT.)	(BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

-200=4

-200=6 OC=4-200=8 -200=19 NMC=37 LL=NPPI=NP

	RECOMMENDED SOIL PARAMETERS									
BORING NUMBER	DEPTH (FT)	N	SOIL CLASSIFICATION	SOIL UNIT WEIGHT (PCF)		SOIL ANGLE OF FRICTION (DEGREES)	COHESION/ ULTIMATE SHEAR STRENGTH			
				₹ SAT	₹ SUB		(PSF)			
B-1	0 TO 13 13 TO 23 23 TO 28 28 TO 40	HA TO 4 13 2 21 TO 42	SP/SP-SM/SM/ML SP/SP-SM SM LIMESTONE	105 110 100 135	42.6 47.6 37.6 72.6	29 30 26 0	0 0 0 8000*			

ENVIRONMENTAL CLASSIFICATION:

SUBSTRUCTURE CONCRETE: MODERATELY AGGRESSIVE (RESISTIVITY = 1,600 OHM-CM) SUBSTRUCTURE STEEL: MODERATELY AGGRESSIVE (RESISTIVITY = 1,600 OHM-CM)

SOIL TEST RESULTS: RESISTIVITY 1,600 OHM-CM CHLORIDES 165 PPM SULFATES 137 PPM 7.7 рН

\*ULTIMATE SHEAR STRENGTH

KEVIN H. SCOTT. P.E. P.E. LICENSE NUMBER 65514 7351 TEMPLE TERRACE HIGHWAY TAMPA FLORIDA 33637 CERTIFICATE OF AUTHORIZATION NO. 6486

CITY OF CLEARWATER 100 SOUTH MYRTLE AVENUE CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER FOR

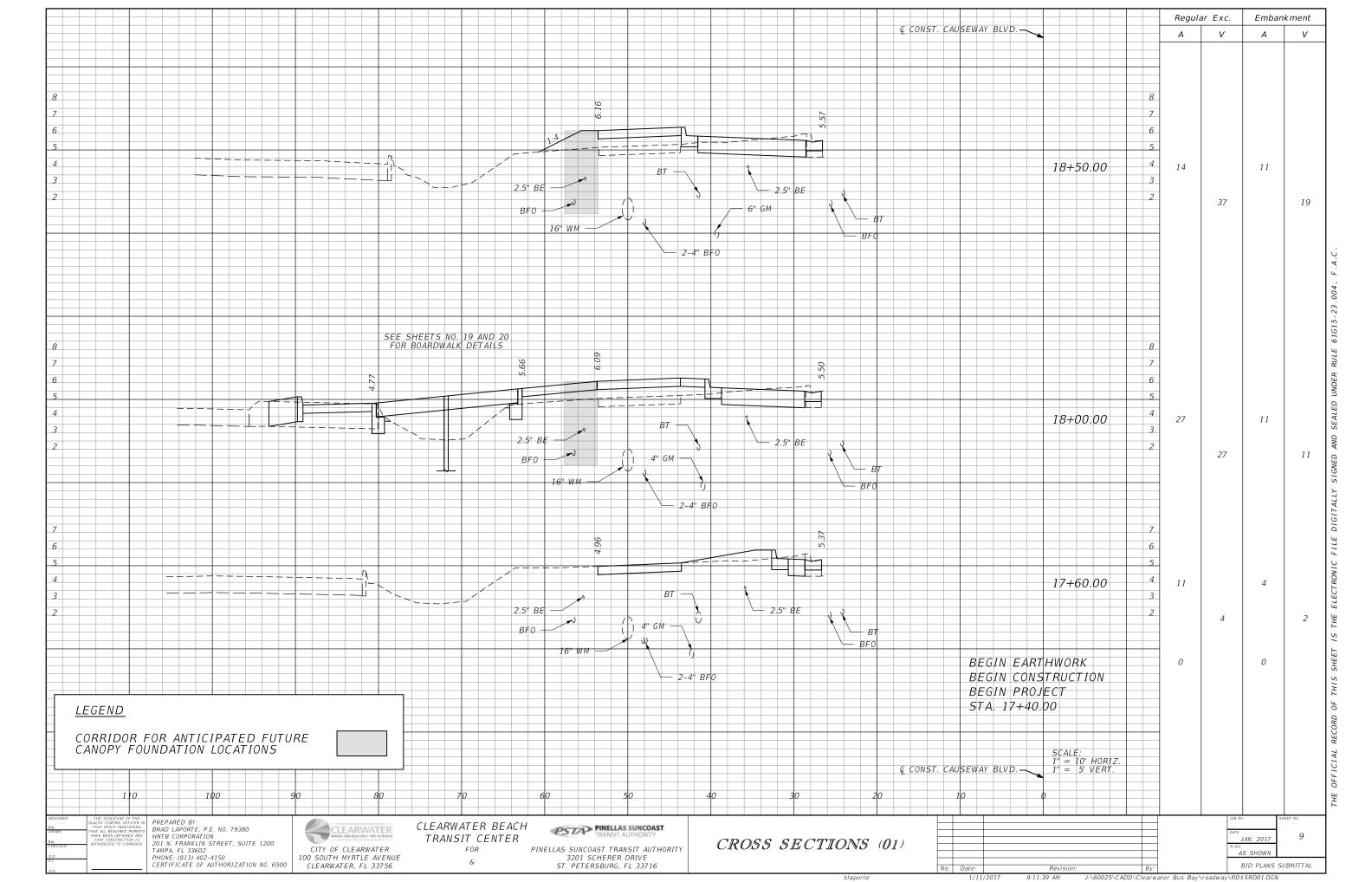
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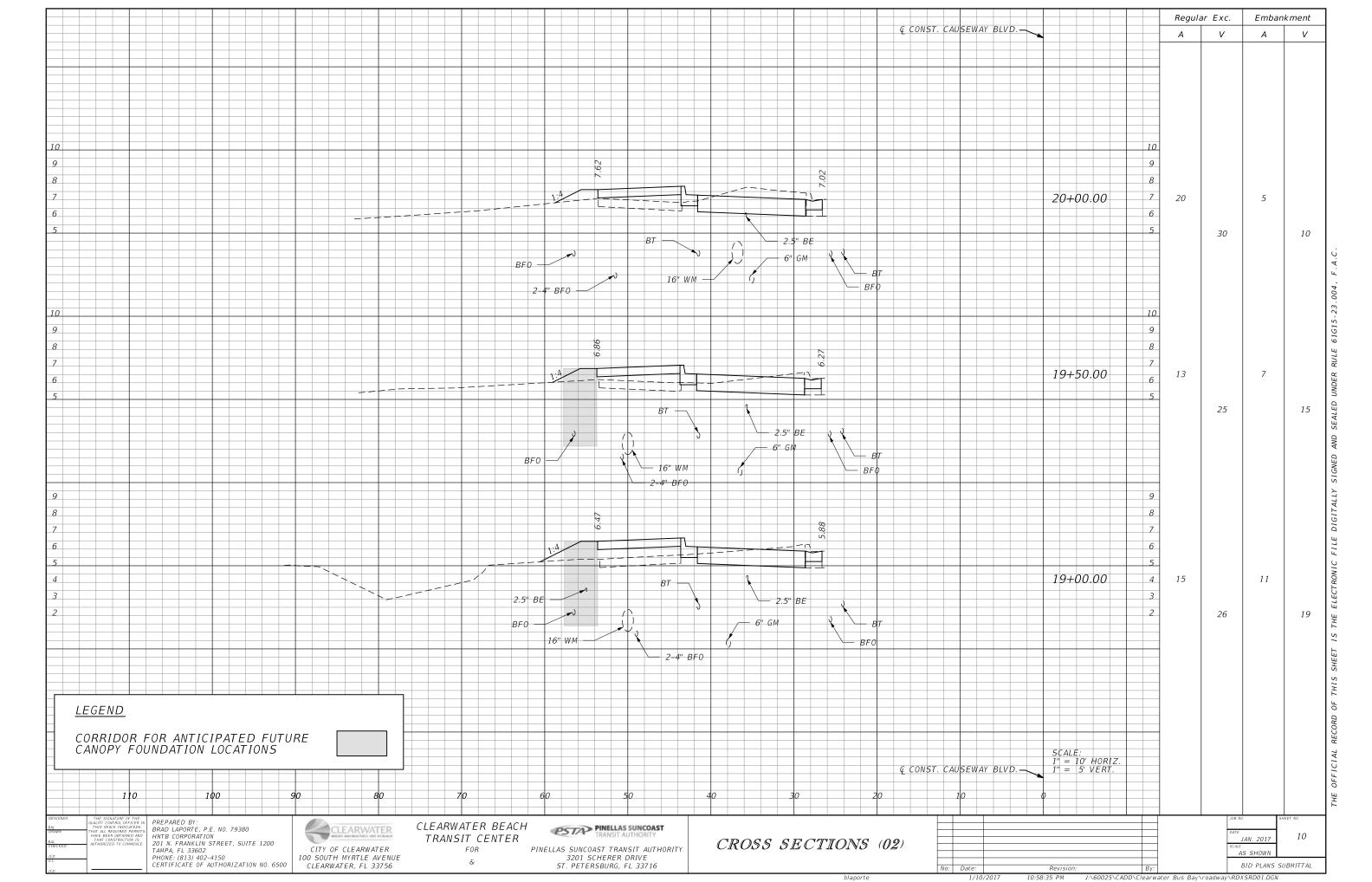


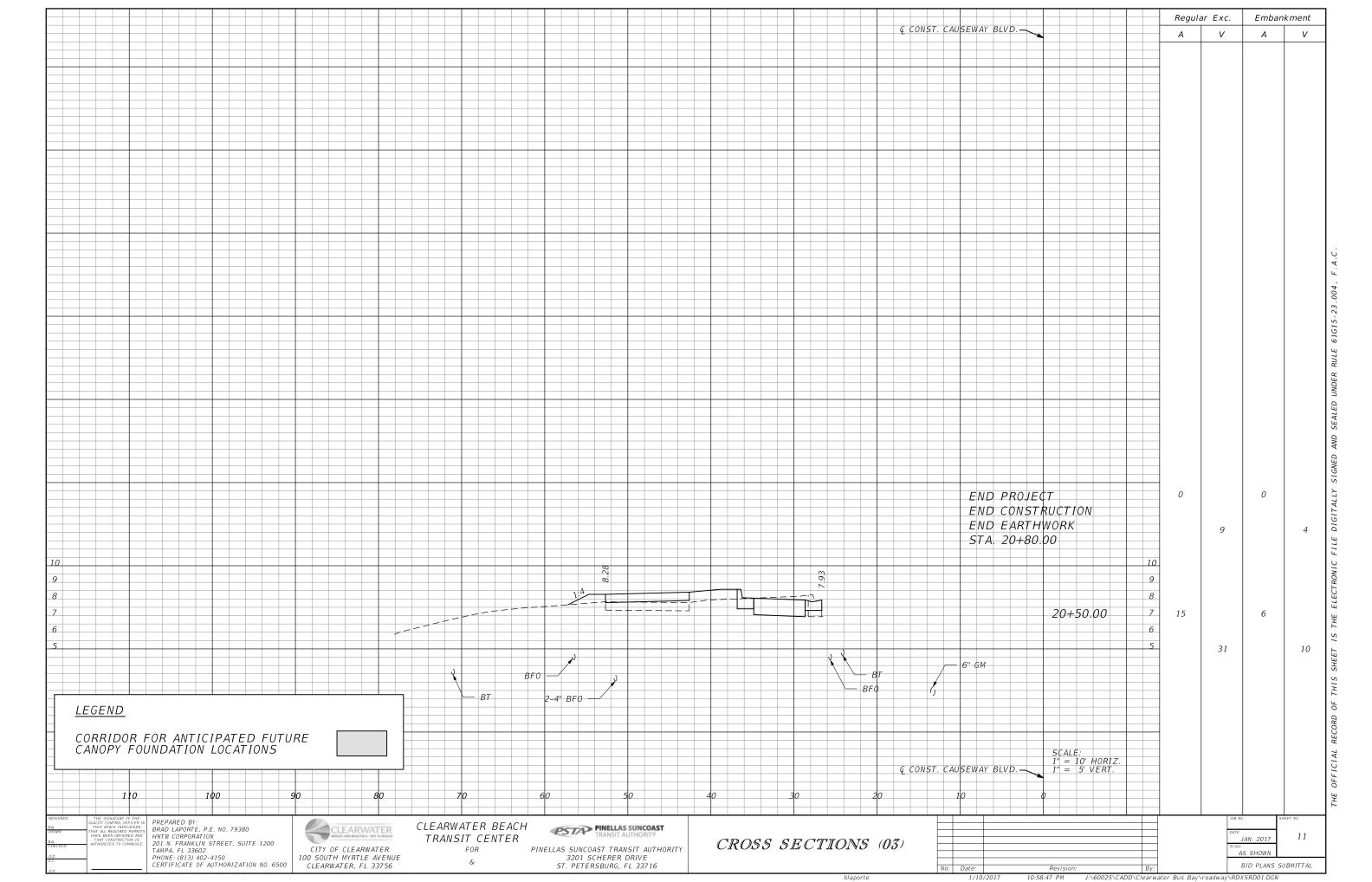
PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE ST. PETERSBURG, FL 33716

SOIL PROFILES

JAN. 2017 BID PLANS SUBMITTAL







#### GENERAL NOTES:

1. THE REGULATORY SPEED FOR THE PROJECT SHALL MATCH EXISTING POSTED SPEEDS. NO SPEED LIMIT REDUCTION IS PERMITTED FOR THIS PROJECT.

EXISTING POSTED SPEED = 30 MPH

- 2. TRAVEL LANES ALONG CAUSEWAY BOULEVARD SHALL NOT BE LESS THAN 10' IN WIDTH.
- 3. BICYCLIST AND PEDESTRIAN TRAFFIC SHALL BE MAINTAINED ALONG CAUSEWAY BOULEVARD AT ALL TIMES. SEE "TRAFFIC CONTROL PLAN SIGNING DETAIL" FOR DETOUR INFORMATION.
- 4. NO LANE CLOSURES ARE PERMITTED BETWEEN THE HOURS OF 5:00 AM AND 9:00 PM.

#### SEQUENCING NOTES:

- 1. MAINTAIN ALL TRAFFIC MOVEMENTS ALONG CAUSEWAY BOULEVARD.
- 2. PLACE ADVANCE WARNING SIGNS PER TRAFFIC CONTROL PLAN. UTILIZE INDEX 611.
- 3. INSTALL PEDESTRIAN DETOUR SIGNAGE AND CLOSE SIDEWALK. UTILIZE INDEX 611.
- 4. REMOVE THE EXISTING LIGHT POLES PER UTILITY ADJUSTMENT SHEETS. COORDINATE WITH THE CITY OF CLEARWATER AND DUKE ENERGY PRIOR TO CONSTRUCTION. UTILIZE INDEX 611, 612, AND 613 IN CONJUNCTION WITH THE SIGNAGE SHOWN IN THE TRAFFIC
- 5. RELOCATE EXISTING SIGNS TO FINAL LOCATION PER SIGNING AND PAVEMENT MARKING PLAN. UTILIZE INDEX 611 AND 612 IN CONJUNCTION WITH THE SIGNAGE SHOWN IN THE TRAFFIC CONTROL PLAN.
- 6. REMOVE THE EXISTING CURB INLET AT APPROXIMATE STA. 19+85. CONSTRUCT THE PROPOSED STRUCTURE S-1 AND PROPOSED PIPE. ENSURE DAMAGED PAVEMENT AND/OR CURB AND GUTTER IS RESTORED PRIOR TO REOPENING THE OUTSIDE LANE TO TRAFFIC. UTILIZE INDEX 613 IN CONJUNCTION WITH THE SIGNAGE SHOWN IN THE TRAFFIC CONTROL PLAN.
- 7. CONSTRUCT THE PROPOSED CURB AND GUTTER, PROPOSED BUS BAY PAVEMENT, PROPOSED SIDEWALK PAVEMENT, PROPOSED BOARDWALK STRUCTURE, AND PROPOSED GRADING. UTILIZE INDEX 611, 612, AND 613 IN CONJUNCTION WITH THE SIGNAGE SHOWN IN THE TRAFFIC CONTROL PLAN.
- 8. PLACE FINAL MARKINGS PER SIGNING AND PAVEMENT MARKING PLAN. UTILIZE INDEX 613 IN CONJUNCTION WITH THE SIGNAGE SHOWN IN THE TRAFFIC CONTROL PLAN.
- 9. OPEN TRAFFIC TO FINAL CONFIGURATION.

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CLEARWATER BUGHT AND HARDERS AND THE PARTY OF THE PARTY O CITY OF CLEARWATER 100 SOUTH MYRTLE AVENUE CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER FOR

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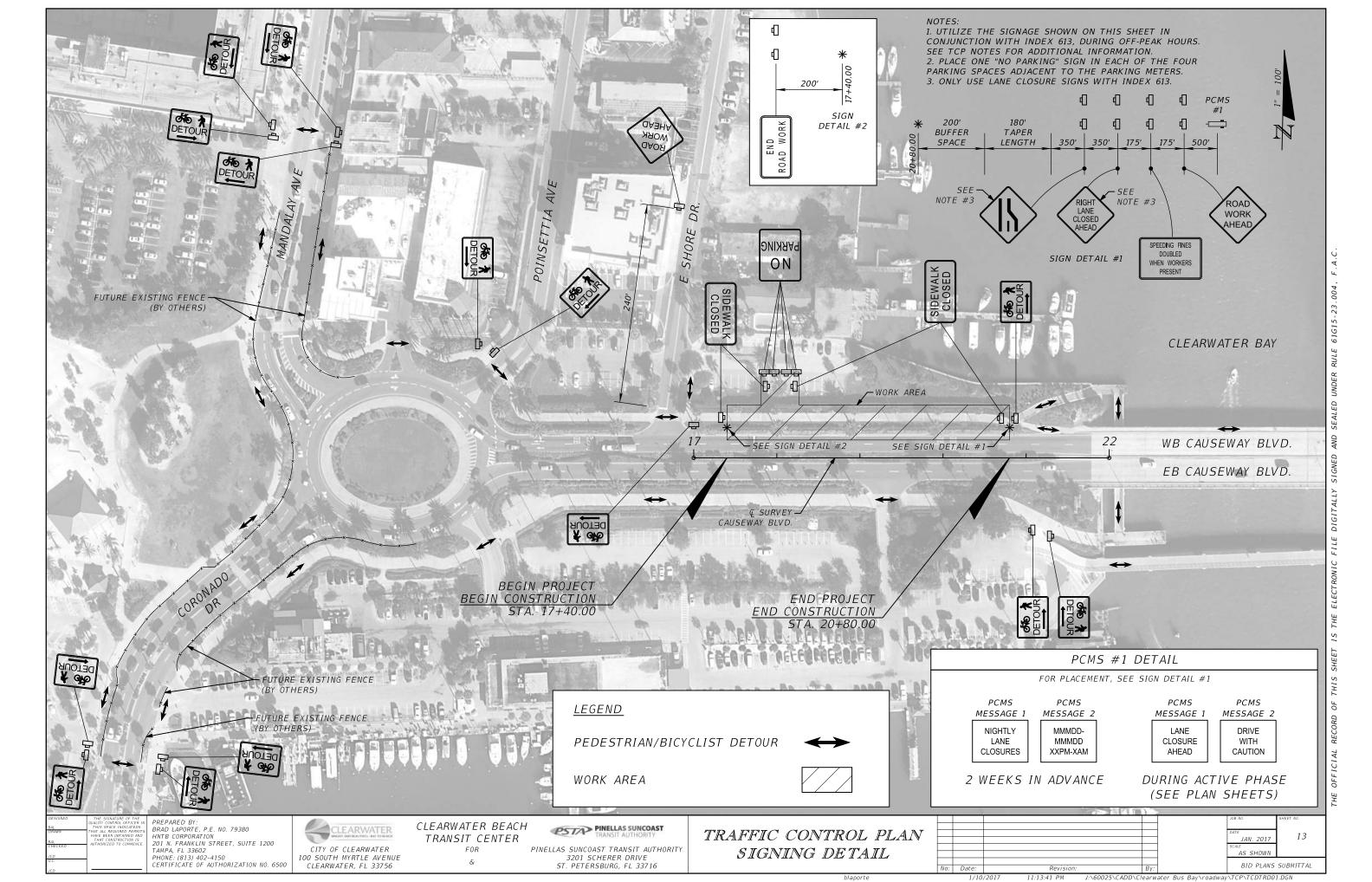


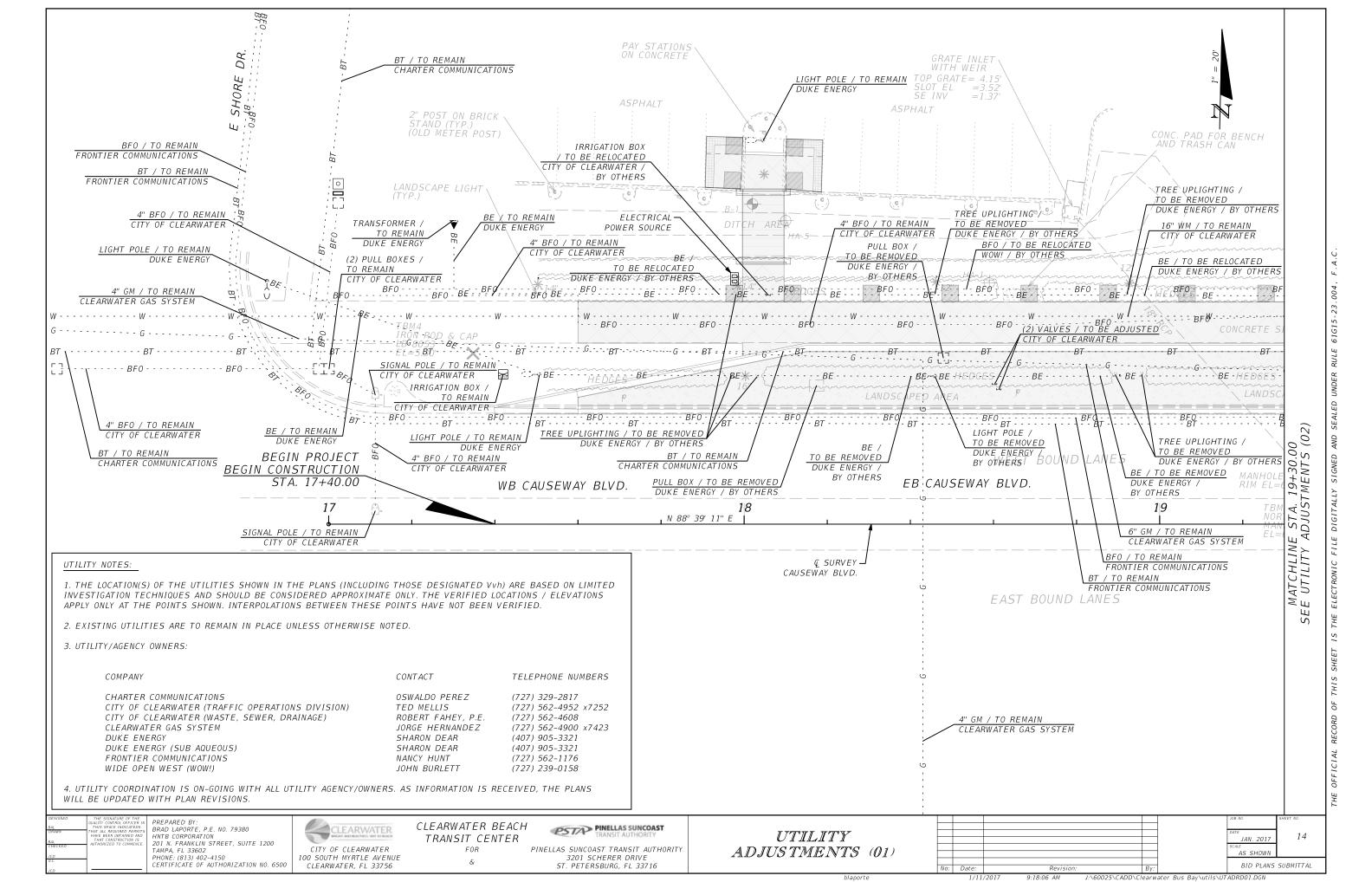
PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE ST. PETERSBURG, FL 33716

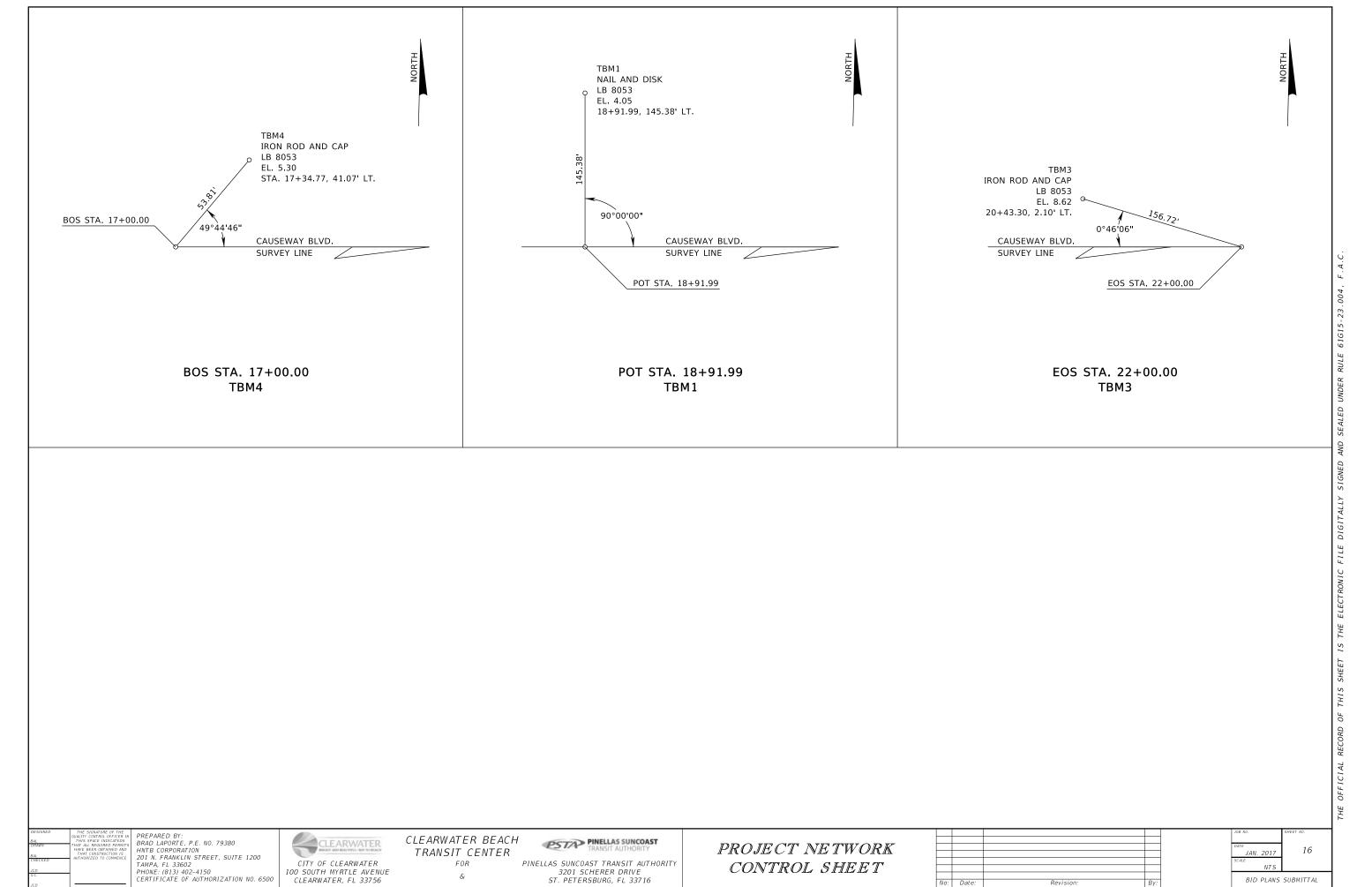
TRAFFIC CONTROL PLAN NOTES

12 JAN. 2017 BID PLANS SUBMITTAL

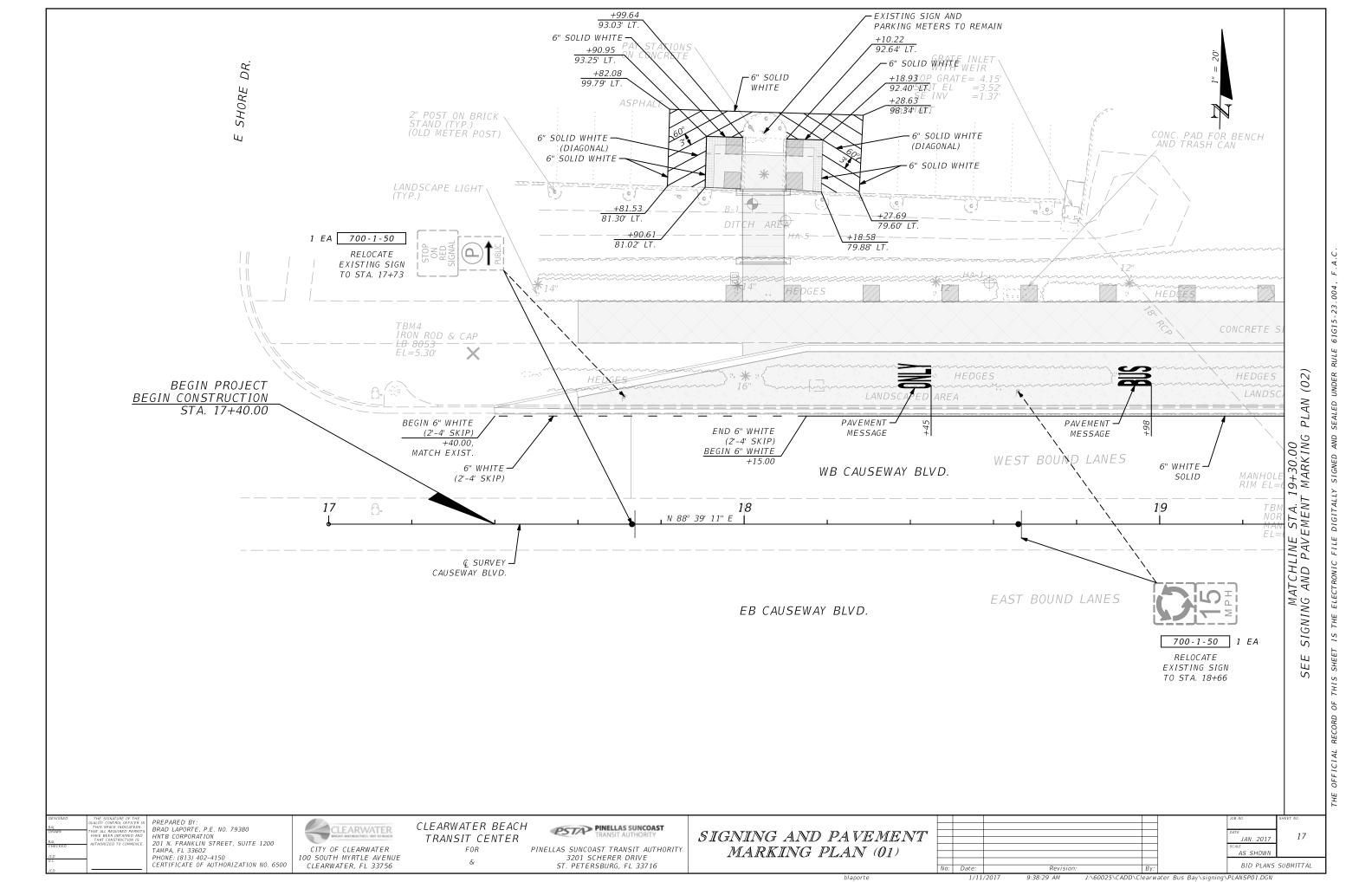
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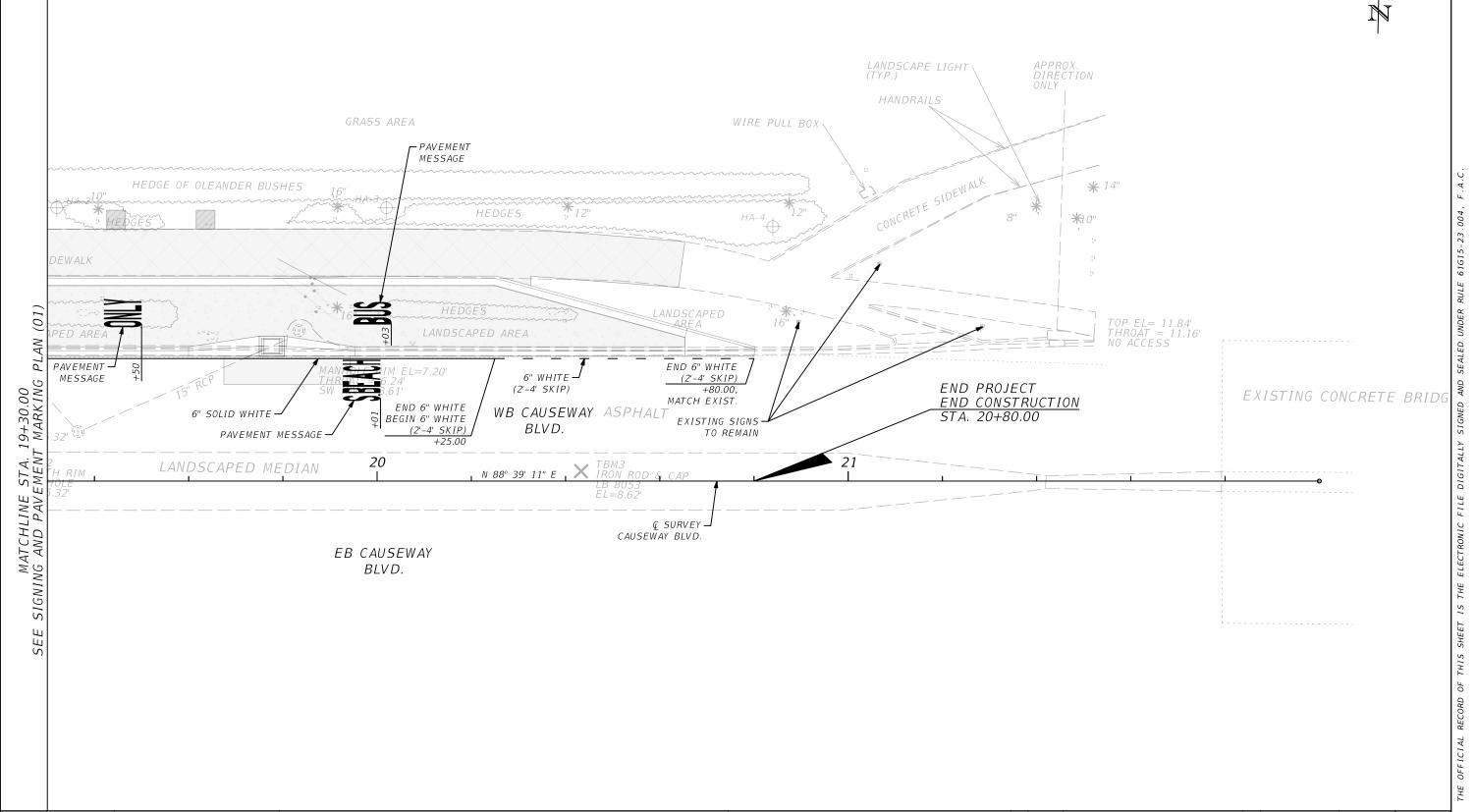


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#### CLEARWATER BAY





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CLEARWATER BUGHT AND BEAUTIFUL HAY TO BE CITY OF CLEARWATER 100 SOUTH MYRTLE AVENUE CLEARWATER, FL 33756

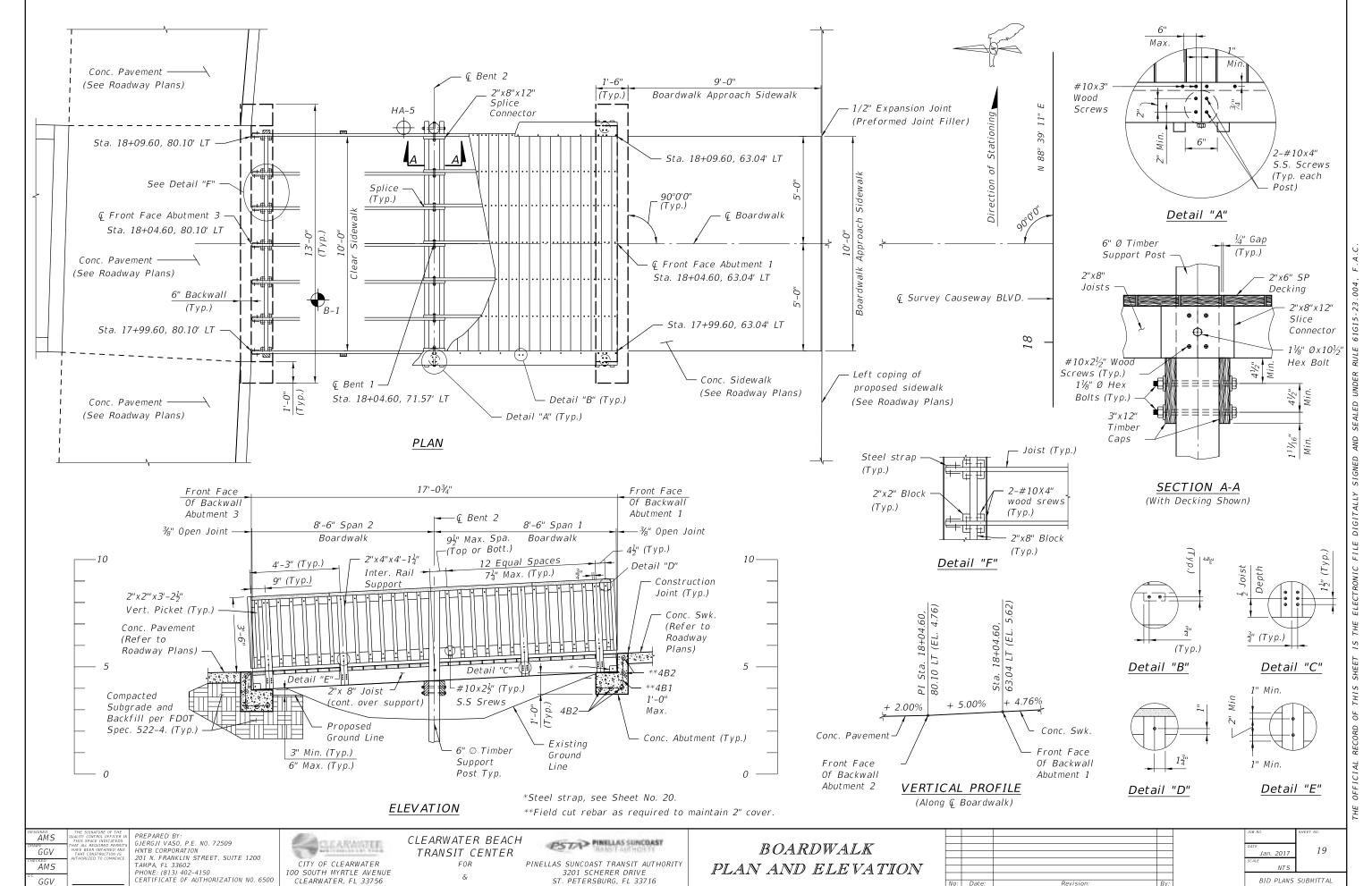
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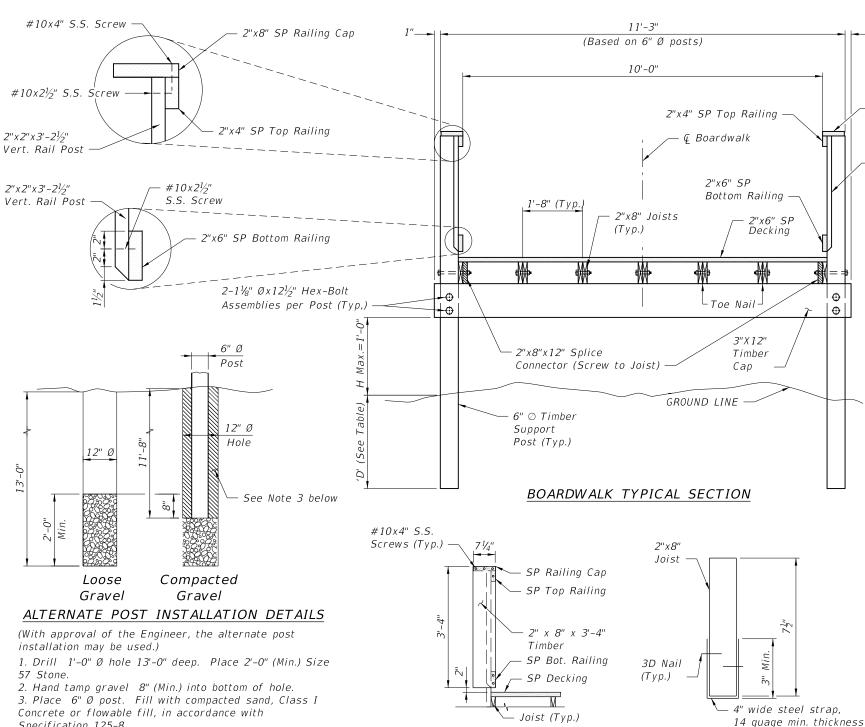


PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE ST. PETERSBURG, FL 33716

SIGNING AND PAVEMENT MARKING PLAN (02)

18 JAN. 2017 BID PLANS SUBMITTAL





Specification 125-8.

#### SECTION THROUGH HANDRAIL AT BEGIN/END BOARDWALK

#### STEEL STRAP DETAIL (See Sheet No. 19)

ESTIMATED QUANTITIES							
ITI	ΞM	UNIT	QUANTITY				
Treated Timber	Joists, Caps & Misc.	BM/Span	106				
Structural	Support Post (6" ∅)	BM/ft of Post	2.36				
Structural Plastic	Decking, Rail	BM/Span	166				
Concrete	Abutment	CY/Each Abut.	1.1				
Reinforcment	Abutment	LB/Each Abut.	64				

See note number 6 for breakdown of pay item cost.

			-					
COHESIONLESS SOILS (SANDS)								
	Ø	Saturated Unit Weight	Submerged Unit Weight	' D'				
		Ibf/ft³	lbf/ft³	ft.				
Loose	29	105	42.6	13				

POST INSTALLATION TABLE

CLEARWATER BEACH TRANSIT CENTER

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PS 701> PINELLAS SUNCOAST

BOARDWALK TYPICAL SECTION

20 Jan. 2017 BID PLANS SUBMITTAL

#10x4" S.S. Screws

2"x8" SP Railing Cap

#10x4" S.S. Screw

6" Ø Support Post

- 2"x6" SP

Bottom Railing

#10x4" S.S.

Screws

2"x6" SP

Decking

#10x2½"

6" Ø Support Post

S.S. Screws

2"x4" SP Top Railing

1. Specifications: Designed in accordance with the 2014 AASHTO LRFD Bridge Design Specifications (LRFD), 2009 LRFD Guide Specifications for the Design of Pedestrian Bridges (AASHTO DPB) and the 2012 National Design Specifications (NDS) for Wood Construction.

2"x8" Joist

SECTION THROUGH HANDRAIL

AT SUPPORT POST

#10x4" S.S. Screws

6" Ø

Support Post

2"x6" SP Bottom Railing

2"x6" SP Decking

2"x8"x12" Splice

2. Lumber sizes shown are nominal sizes. Lumber shall be furnished in sizes meeting the requirements of the American Softwood Lumber Standard, PS20-94. Lumber grade shall be No. 1, in acordance with FDOT Standard Specification 952. The Decking, Railing Cap, Top Railing and Bottom Railing shall be Structural Plastic. Structural Plastic (SP) shall be Fiberglass Fiber Reinforced Composite Lumber (FFRCL) in accordance with FDOT Standard Specification 973.

3. Design Loading:

2"x8" SP

Railing Cap

2"x2" Vert. Rail Post

NOTES:

51/1.

3"X12" Timber Cap -

1⅓" Øx10½" Hex

Bolt Assembly

Pedestrian LL: 90 psf (Section 3.1 AASHTO DPB) Rail and Post LL: 200 lb + 50 plf (Section 13.8.2 LRFD) Timber DL: 34.3 pcf (0.55 Specific Gravity-Section 8.4.1.1.4 LRFD) Structural Plastic DL: 65 pcf (FFRCL-FDOT Standard Specification 973)

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- 4. All lumber (Timber & Post) shall be Southern Pine and treated in accordance with FDOT Standard Specification 955. All posts shall receive treatment as required for piling. All structural timber shall be treated for a non-salt (or non-brackish) environment, unless specified otherwise.
- 5. The Contractor shall use bolts or screws, as shown, for assembly of the boardwalk. All bolt assemblies shall have washers under both the bolt head and nuts. Screws shall be countersunk and installed in holes drilled with a countersunk drill bit. Nails may only be used for pre-assembly as shown. All fasteners shall be ASTM A-307. All bolts, nuts, washers and nails shall be galvanized in accordance with ASTM A-153. All steel plates shall be galvanized in accordance with ASTM 123. All Stainless Steel screws shall be ASTM F593 Type 305.
- 6. Cost for lumber hardware, post installation, and all incidental items necessary for the timber boardwalk including structural and SP lumber shall be included in unit cost for Pay Item 470-1, Treated Timber Structural. Cost for rebar and concrete abutment shall be included with unit cost for Pay Item 522-2, Concrete Sidewalk and Driveways, 6" Thick.
- 7. Posts shall be set by pushing/impacting or excavating a 12" Ø hole. If set by pushing/impacting, the post tip shall be installed to the depth shown in the installation table. If set by excavation, the post shall be centered in the hole and to the depth shown in the installation table. The hole shall be backfilled and compacted with suitable material in accordance with FDOT Specification 125-8. When the depth shown is large, the Alternate Post Installation Detail may be proposed.
- 8. The contractor shall provide shop drawings for all Structural Plastic members (Deck & Rails) to the engineer for approval.
- 9. The color of the Structural Plastic shall be color no. 30227 in accordance with Federal Color Standard 595B.

AMS GGV AMS GGV

PREPARED BY: GJERGJI VASO, P.E. NO. 72509 HNTB CORPORATION 201 N. FRANKLIN STREET, SUITE 1200 PHONE: (813) 402-4150 CERTIFICATE OF AUTHORIZATION NO. 6500

CITY OF CLEARWATER 100 SOUTH MYRTLE AVENUE CLEARWATER, FL 33756

FOR

PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE ST. PETERSBURG. FL 33716

# EXHIBIT E Interlocal Agreement between PSTA and the City of Clearwater

#### INTERLOCAL AGREEMENT CLEARWATER BEACH TRANSIT FACILITY

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this About day of Oppil, 2017 by and between the Pinellas Suncoast Transit Authority, an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, FL 33716 ("PSTA"), and the City of Clearwater, Florida, a municipal corporation with its principal place of business located at 112 S. Osceola Ave., Clearwater, Florida 33756 (the "City").

WHEREAS, Clearwater Beach is a critical driver of the Pinellas County economy; and

WHEREAS, providing safe, effective alternative transportation options to this key destination is essential to the maintenance of its economic vitality and attractiveness to visitors from within and outside Pinellas County; and

WHEREAS, PSTA has engaged an engineer who has prepared a design of a transit facility suitable for Clearwater Beach in cooperation with City staff; and

WHEREAS, the intent of the facility, the Clearwater Beach Transit Center (CBTC), is to maximize direct connections to the beach and provide a seamless connection between transportation services that connect people to beach activities; and

WHEREAS, the CBTC is intended to provide a visible location for beach visitors to board and disembark bus transportation services; and

WHEREAS, the CBTC will provide a designated location for buses serving the beach to connect with other beach bus transportation; and

WHEREAS, Grantor is a municipal corporation that owns or has jurisdiction over certain portions of the right-of-way of Causeway Boulevard and the property adjacent to Causeway Boulevard directly west of the Mandalay Channel, as more particularly described in Exhibit "A" ("Property"); and

WHEREAS, the City has agreed to grant an easement and right-of-way permit, as applicable, to PSTA for the construction, maintenance and operation of the CBTC on City right-of-way and City property adjacent to Causeway Boulevard, directly west of the Mandalay Channel as more particularly depicted in Exhibit B attached hereto (Easement Area) and Exhibit C attached hereto (Right-of-way Permit Limits); and

WHEREAS, Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act, authorizes governmental entities to provide services and facilities through the use of cooperative agreements for the mutual advantage of each governmental entity.

**NOW, THEREFORE**, in exchange for mutually agreeable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **SECTION 1: PSTA'S OBLIGATIONS**

- a. PSTA shall cause the CBTC in the Easement Area and Right-of-way Permit Limits to be constructed generally in accordance with the plans attached as Exhibit D and the Scope of Work attached as Exhibit E (the "Project").
- b. PSTA shall be solely responsible for and in control of the design and construction of the Project, including but not limited to procurement and selection of a general contractor and engineer, preparation of the specifications, right-of-way survey and final site plans for the Project, and ensuring that all necessary licenses and permits are obtained for the completion of the Project. Any contractor retained to construct the Project and any engineer retained to design the Project will be selected by PSTA pursuant to PSTA purchasing and procurement procedures and nothing construed herein shall be construed as a restriction on PSTA's ability to select the contractor or the engineer, to reject any and all bids, or take any other action during the procurement process.
- c. PSTA shall endeavor to commence construction of the Project by August 1, 2017 with a tentative completion date of December 31, 2017. The actual commencement date will depend on finalization of construction plans, issuance of permits, obtaining all necessary government approvals, and completion of the procurement process by PSTA.
  - d. PSTA shall own all hardscape improvements made as part of the Project.
- e. PSTA shall be solely responsible for maintaining, operating, and repairing the Project, as needed in PSTA's sole discretion.
- f. PSTA shall maintain insurance for the hardscape improvements made as part of the Project. PSTA's self-insurance program shall satisfy this requirement.
- g. PSTA will have the contractor, subcontractor or manufacturer who designed, installed or manufactured the canopy provide training to PSTA and City staff on the removal, storing and re-installation of the canopy in case of a storm event.

#### **SECTION 2: CITY'S OBLIGATION'S**

- a. The City shall contribute Two Hundred Fifty Thousand Dollars (\$250,000.00) towards the costs of the design, permitting and construction of the Project. The City's contribution shall be paid to PSTA in installments equal to one-half (1/2) of all invoices due and payable by PSTA for the design and construction of the Project until the City has paid Two Hundred Fifty Thousand Dollars and NO/100 (\$250,000.00) to PSTA toward the Project. The City shall pay all installments within thirty (30) days of PSTA's submittal of the invoice to the City.
- b. Grant PSTA an easement in the form attached as Exhibit F for the construction, maintenance and operation of the CBTC on City right-of-way and City property.

- c. Grant a Right-of-way Permit in the form attached as Exhibit G for the construction, maintenance and operation of the CBTC on City right-of-way and City property.
- d. Promptly review any applications for building permits or development orders that are necessary for the Project and issue said permits and orders in compliance with applicable codes at no charge to PSTA. The Parties recognize that PSTA is exempt from such charges pursuant to Section 7, Chapter 00-424, Laws of Florida.
- e. Issue a certificate of occupancy upon inspection, approval and completion of the Project.
- f. Be responsible for deployment of a queue jumping signalization system to be completed through the City Traffic Operations Division prior to completion of the construction of the Project.
- g. Review all maintenance of traffic (MOT) plans necessary for the Project through the City Traffic Operations Division with a turn around time of 24 hours.
- h. Purchasing, installing, and maintaining all landscaping and the irrigation system associated with the CBTC at the City's cost. Any amount by the City on landscaping and the irrigation system is in addition to the City's contribution set forth in subsection a above.
- i. Provide supplemental maintenance of the hardscape associated with garbage, refuse and sand removal, when requested by PSTA.
- j. Provide for the safe removal, storage and reinstallation of the canopy when required because of a storm event.
- k. Provide law enforcement assistance, to the same extent provided to the public in general, to protect the safety of the public and PSTA's riders utilizing the CBTC.
- 1. Authorize PSTA and/or its contractors, to procure any necessary licenses, permits and development order on the City's behalf that are necessary to complete the Project.

#### **SECTION 3. TERMINATION**

- a. Either Party may terminate this Agreement for cause by providing written notice to the other Party at least thirty (30) days prior to termination, specifying the cause for which that Party intends to terminate and only if the other Party fails to cure the violation within the thirty (30) day period. The Easement and Right-of-way permit shall automatically terminate upon termination of this Agreement and removal of PSTA-owned improvements, as applicable. The Parties agree to cooperate in recording any document necessary to memorialize termination of the Easement.
- b. If PSTA elects to cease use of the CBTC, then PSTA shall provide the City with thirty (30) days' written notice of the termination of this Agreement. If requested by the City, PSTA shall remove the vertical improvements installed as part of the Project.

c. If the canopy is damaged requiring it to be replaced due to a storm, disaster, act of God, or other naturally occurring event, and if there are sufficient insurance proceeds to replace the canopy, PSTA shall reconstruct the canopy. If PSTA determines that there are insufficient insurance proceeds to pay for the reconstruction of the canopy, the Parties can mutually agree to share equally the additional cost to replace the canopy. If the Parties do not mutually agree to share equally the cost to replace the canopy, this Agreement shall terminate.

#### **SECTION 4: TERM**

This Agreement shall commence upon the date first above written and shall terminate twenty (20) years from the date of the issuance of the certificate of occupancy for the Project.

#### **SECTION 5: FORCE MAJEURE OR DELAY**

- a. Neither party shall be liable for any non-performance or delayed performance under this Agreement if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, or events which are not the fault or are beyond the control of the party.
- b. PSTA shall not be liable to the City for any delays in completing the Project, including but not limited to delays in connection with PSTA's contractor, manufacturer, suppliers or agents thereof.

#### **SECTION 6: NOTICES**

a. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

To PSTA:

PINELLAS SUNCOAST TRANSIT AUTHORITY

Administration Building 3201 Scherer Drive St. Petersburg, Florida 33716 Attn.: Chef Executive Officer

With required copy to:

Alan S. Zimmet, Esq. One Tampa Center Suite, 2700 Tampa, FL 33602 To City:

CITY OF CLEARWATER

112 S. Osceola Ave. Clearwater, Florida 33756 Attn.: City Manager b. Either Party may change its above noted address by giving written notice to the other Party in accordance with the requirements of this Section.

### **SECTION 7: LIABILITY**

- a. Each Party shall be responsible for its own acts or omissions in accordance with Section 768.28, Florida Statutes.
- b. Nothing contained herein shall in any way waive any immunity from or limitation of liability that each Party enjoys under the constitution, and Florida Statutes and particularly Chapter 768, Florida Statutes.

### **SECTION 8: FILING**

A copy of this Agreement and any subsequent amendments shall be filed with the clerk of court in and for Pinellas County in accordance with Section 163.01, Florida Statutes.

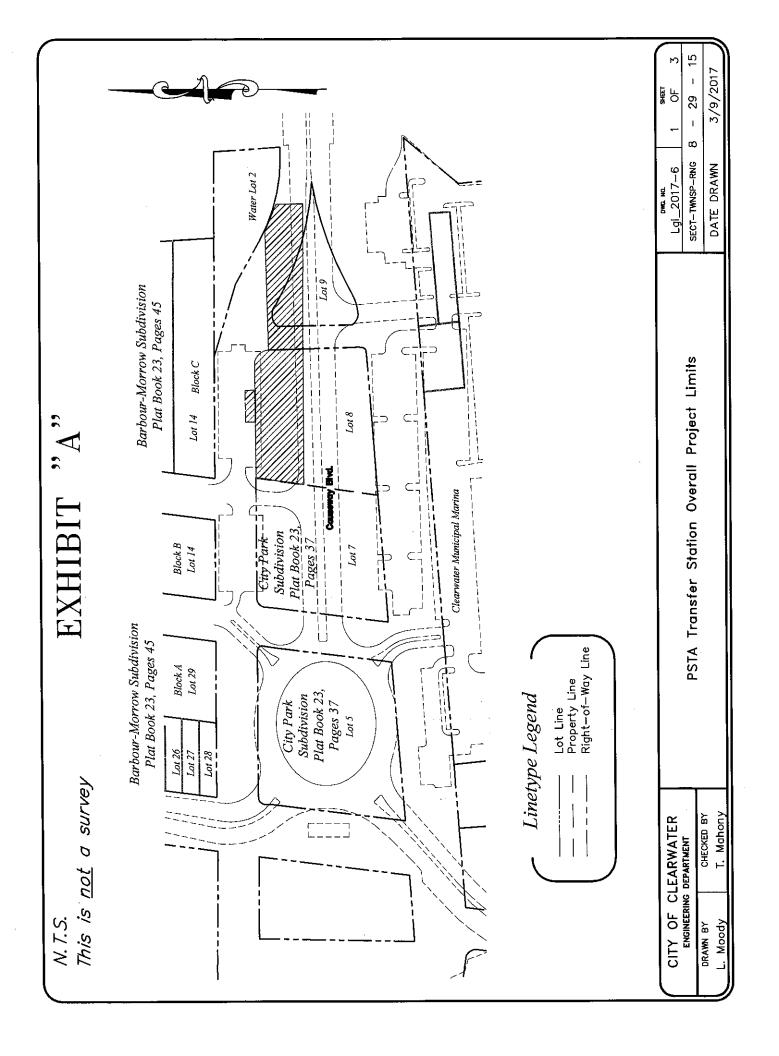
### **SECTION 9: MISCELLANEOUS**

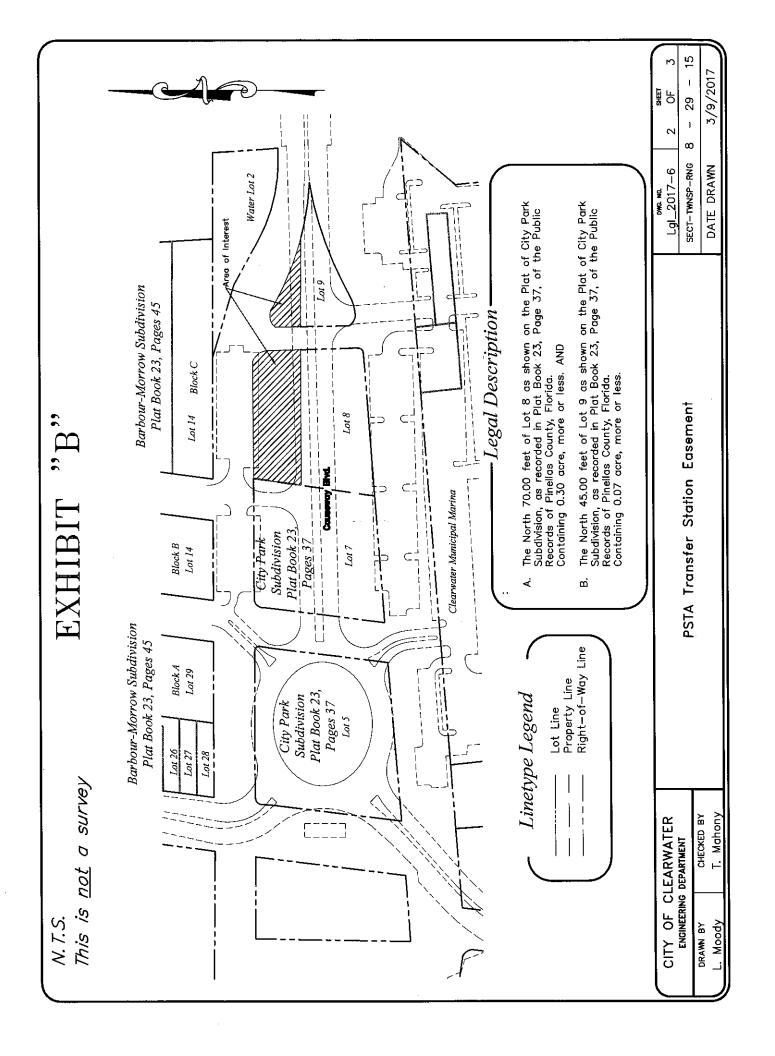
- a. ENTIRE AGREEMENT. This Agreement, along with the Easement and exhibits, constitute the entire agreement between the Parties with respect to the Project and supersedes all previous written or oral negotiations, agreements, proposals and/or understandings. There are no representations or warranties unless set forth in this Agreement, the Easement and any exhibits.
- b. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and shall be treated as though that portion had never been a part hereof.
- c. MODIFICATION. This Agreement shall only be amended by express written agreement of the Parties.
- d. HEADINGS AND SECTION REFERENCES. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.
- e. BINDING EFFECT. This Agreement shall be binding upon the successors and/or assigns of the Parties hereto. However, neither Party may assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other Party and such consent shall not be unreasonably withheld. Provided, however, that PSTA may assign its rights and obligations under this Agreement to any successor public transit authority or a public agency operating public bus transportation in Pinellas County, without the consent of the City.

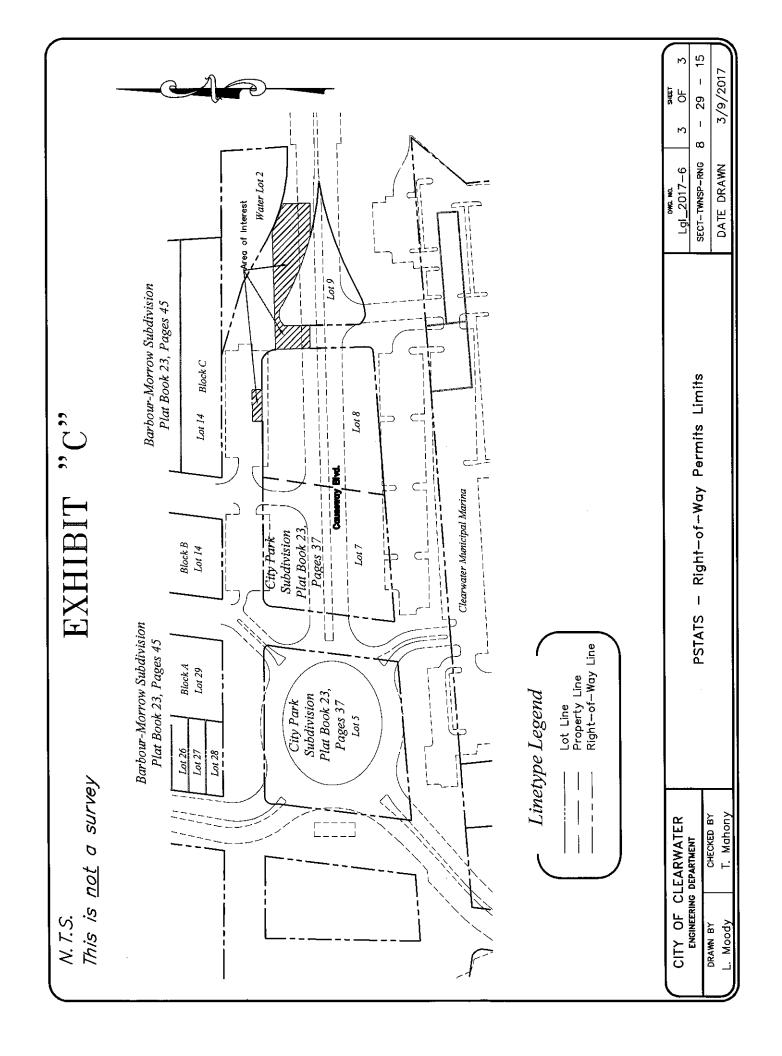
- f. AUTHORIZATION. Both Parties to this Agreement represent and warrant that they are authorized to enter into this Agreement and that those executing this Agreement have full power and authority to bind their respective Parties to the terms hereof.
- g. WAIVER. No waiver of any default or failure to perform shall be valid unless set forth in writing by the waiving party and shall not constitute a waiver of any other default or failure to perform under this Agreement, or of any rights or remedies to which either Party may be entitled to on account of any such default or failure to perform.
- h. CONTROLLING LAW AND VENUE. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District, Tampa Davison.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the first date above written.

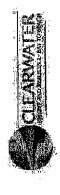
APPROVED AS TO FORM:	PSTA:
Alan S. Zimmer, General Counsel	Brad Miller, Chief Executive Officer
ATTEST.  Rachael Cappolla	
7	CITY OF CLEARWATER:
COUNTERSIGNED	0 1
-georgenore tetos	William B. Horne, II, City Manager
George N. Cretekos, Mayor	
ATTEST:  LISUMARU QUE  Rosemarie Call City Clerk	





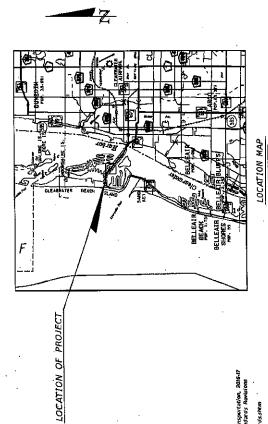








# CLEARWATER BEACH TRANSIT CENTER



	INDEX OF SHEETS
SHEET NO.	SHEET TITLE
-	KEY SHEET
2	SIGNATURE SHEET
~	TYPICAL DETAILS
2d1 - 2d2	SUMMARY OF QUANTITIES
*	PROJECT NOTES / SUMMARY OF PAY ITEMS.
5 - 6	ROADWAY PLAN
7	DRAINAGE STRUCTURES
8	SOIL PROFILES
9 - 11	CROSS SECTIONS
12 - 13	TRAFFIC CONTROL PLAN
14 - 15	UTILITY ADJUSTMENTS
91	PROJECT NETWORK CONTROL SHEET
17 - 18	SIGNING AND PAVENENT MARKING PLAN
6.	BOARDIFALK PLAN AND ELEVATION
02	BOARDWALK TYPICAL SECTION

GOVERNING DESIGN STANDARDS:	City of Clearwater Standards & Florida Department of Transportation, 2016 Design Standards eBook (USEB) and applicable Design Standards Revisions	(DSRs) at the following website: http://www.dot.stoke.flus/rddesign/DesignStandards/Standards.shtm	
GOVERNIN	City of Clearwate Design Standards	(DSRs) at the fol http://www.dot.st	

GOVERNING STANDARD SPECIFICATIONS:

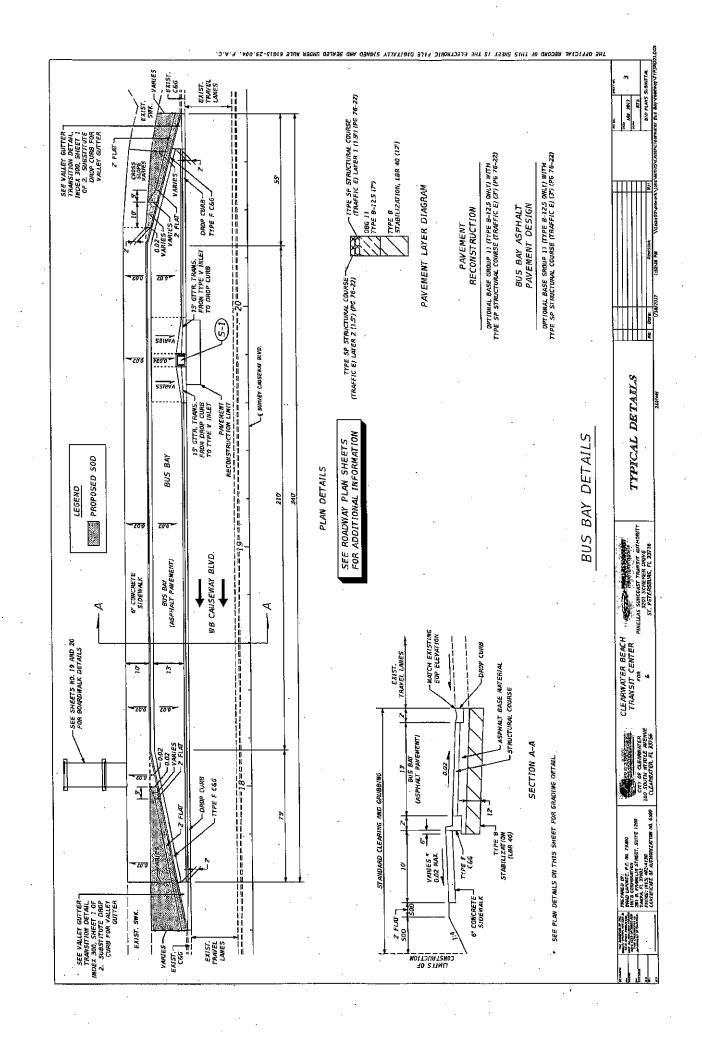
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CLEARWATER BEACH TRANSIT CENTER POR

KEY SHEET

2017,01.26 16:11:46 -05'00' TIERRA, INC. 7353 YEAPLE TERRACE HIGHWAY TAMPA, FL 33637 CERTIFICATE OF AUTHORIZATION: 6486 KEVIN H. SCOTT, P.E. NO. 65514 HNTB CORPORATION 201 M. FRANKLIN STREET, SUITE 1200 TAMPA, FL 33602 CERTIFICATE OF ANTHORIZATION: 6500 GJERGJI VASO, P.E. NO. 72509 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED STORED AND SEALED. THE STOMMUNE MUST BE VERRIFED ON THE ELECTRONIC DOCUMENTS. THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61615-23.004. F.A.C. THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61615-23.004, F.A.C. THIS DOCUMENT HAS BEEN DIGITALT STONED AND SCALED DY: THIS DOCUMENT HAS BEEN DIGITALLY SWINDS AND SEALED DT. Gjergji Vaso Kevin # So BOARDWALK PLAN AND ELEVATION BOARDWALK TYPICAL SECTION SHEET DESCRIPTION SHEET DESCRIPTION SOIL PROFILES No 69510 No 725 CORIO SIGNATURE SHEET ITS PLANS SHEET MO. ITS PLANS SHEET NO. PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHEARE DRIVE ST. PETERSBURG, FL 33714 ASTER BREEZESTANDA CONTROLLES 2017.01.26 16:14:47 -05'00' HNTB CORPORATION 201 N. FRANKLIN STREET, SUITE 1200 TAMPA, FL 33602 CERTIFICATE OF AUTHORIZATION: 6500 BRAD LAPONTE, P.E. NO. 79380 CLEARWATER BEACH TRANSIT CENTER FOR PU THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 51615-23,004, F.A.C. PRINTED COMES OF THIS DOCUMENT A NOT COMSTDENED SIGNED AND SEALED. THE SIGNATURE NUST BE VENTIED ON THE ELECTRONIC DOCUMENTS. **Brad Laporte** THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY: MARY OF QUANTITIES JECT NOTES / SUMMARY OF PAY ITEMS TRAFFIC CONTROL PLAN UTILITY ADJUSTNENTS UROLECT NETWORK CONTROL SHEET SIGNING AND PAVENENT MARKING PLAN STRUCTURES SHEET DESCRIPTION NA SPERMENT OF THE PROPERTY OF LORID ITS PLANS SHEET NO. 501 - 505 9



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SUMMARY OF QUANTITIES (01)

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CLEARWATER BEACH
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PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHEPER DRIVE ST. PETERSBURG, FL 33716 AS TAN PROPERTY SERVICES STREET, ST.

SUMMARY OF QUANTITIES (02)

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PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIYE 57. PETERSBURG, FL 33710. CLEARWATER BEACH TRANSIT CENTER PIN

SUMMARY OF QUANTITIES (03)

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VFFIC SE	an	L	LENGTH	-	20.2	20.2	2.95	200.0	210.3	0.51	5.3	15.0	70.0	42.0	14.9	15.0		8.5	4.1	9.01	4.0	8,5	
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SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS	LOCATION		STA. TO STA.		17+40.00 to 17+59.71	17+40.00 to 17+60.00	17459.71 to 18+14.85	17+60.00 to 19+59.96	18+14.85 to 20+25.20	19+59.96 to 19+74.96	19+74.96 to 19+80.30	19+80.30 to 19+95,30	19+95.30 to 20+65.33	20425.20 to 20465.73	20+65.33 to 20+80.00	20+65.73 to 20+80.00		17+90.61 to 17+99.10	17+99.54 to 17+99.64	17+99.54 to 18+10.10	18+10.10 to 18+10.22	18+10.10 to 18+18.58	
		PAY ITEM DESCRIPTION		CONCORTE CHOO & COUTER TYPE #													CONCRETE CURB TYPE D						
		PAY ITEM	:	0000	0.000												2 0530						

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mee secon E. F. No. 733m Head Ladyld E. No. 733m Hist S. Appeal J. STREET, SUITE 1200 TABL TABLES STREET, SUITE 1200 HOME IN 12 402-4120 GRIFFICHE OF ANTHREZATION BY, 6300

PHELLAS SUIVENET AUTHORITY
PHELLAS SUIVENET AUTHORITY
STOP SCHEERS DRIVE
ST. PETERSBURG, P. 33316. ARWATER BEACH NANSIT CENTER FOR 811

SUMMARY OF QUANTITHES (04)

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1	NOT LURALS MOD	REMARKS												
MARNINGS	N	NOTES												
TABLE	ABLE NGS	2		F .										
DETEC	DETECTABLE WARNINGS	0527 2	SF	Q.				29 923	30.365		60.288	63		
WALK &	JEWALK	2		F										
SUMMARY OF SIDEWALK & DETECTABLE WARNINGS	CONC. SIDEWALK	0522 2	SY	ď	342.060	33,140	10.050				385.300	385		
	AREA ID				12957	12969	12952	24469	24470		SUB-TOTAL:	TOTAL		
วร		SIDE			.17.	.17.	, <u>T</u>	.17.	.17		3			
	NOT TO J			STA. TO STA.	17+60,00 TO 20+65.33	17+90,61 TO 18+18.93	17499 60 TO 18409.50	17498.61 TO 17495.64	18+16 16 TO 18+18.93					

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OCATION			PERFORMANCE TURF (SOD)	(SOD)		HO & LORD LORGO
	SIDE	AREA	0220	0570 1 2	NOTES	REMARKS
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17+40,00 to 20+80.00	.7.	14122	302.2			
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18+10.05 to 18+18,59	.17	14755	1.9			
20+32.72 to 20+80.00	5	14163	44.5			
	75	SUB-TOTAL:	411.5			
		TOTAL:	412			
				i		

SUMMARY OF SIGNING AND PAVEMENT MARKINGS		SUMMARY (	770	727		1			
UNIT         QUANTITY         TOTAL         DESIGN           AS         2         2           GN         0.025         0.025           EA         5         5           GN         0.094         0.094			5	, DATE	AND YA	アロボロマ	MARK		
MAI P F P F MOTES  AS 2 2 2 F MOTES  GN 0.025 0.025  EA 5. 5  GN 0.094 0.094			1	OUAW	TITY	TOT	₽F	DESIGN	CONSTRUCTION
64 0.025 64 5. 5	-		1 ///	d	Ľ.	م	u	NOTES	REMARKS
R EA 5.025	FOO 1 SO SINGLE POST SIL	GN, RELOCATE	Ş	2		7			
EA 5.	731 11 141 THERMOPLASTIC,	STANDARD, WHITE, 2-4 NE/ 6-10 GAP EXTENSION 6"	Ē	0.025		0.025			
GW 0.094	711 11 150 THERMOPLASTIC,	STANDARD, WHITE MESSAGE OR	l	ž,		is n			
	731 16 101 THERMOPLASTIC,	STANDARD-OTHER SURFACES,	ě	0,084		0.094			

SUMMARY OF QUANTITIES (05)

CLEARWATER BEACH TRANSIT CENTER PIN

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61615-23.004, F.A.C.

3. UTILITY COGROTNATION IS ON-GOING WITH ALL UTILITY AGENCY/OWNERS. AS INFORMATION IS RECEIVED, THE PLANS WILL BE UPDATED WITH PLAN REVISIONS. I. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (MAYD 88). 2. EXISTING PAIM TREES TO BE REMOVED BY CITY OF CLEARWATER WORK FORCES PRIDR TO CONSTRUCTION.

	SUMMARY OF PAY ITEMS		
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUAWT ITY
1 1010	MOBILIZATION (10% OF ALL ITEMS)	57	1
0102 1	MAINTENANCE OF TRAFFIC (10% OF ALL ITEMS)	57	I
0102 60	WORK ZONE SIGN	G3	1920
0102 74 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	CD	1920
0102 74 6	CHANNELIZING DEVICE- PEDESTRIAM LCD (LONGITUDINAL CHANNELIZING DEVICE)	O.F	240
0102 76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	<i>03</i>	99
0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	G3	74
0104 10 3	SEDIMENT BARRIER	47	570
1	SOIL TRACKING PREVENTION DEVICE	V3	. 1
	INLET PROTECTION SYSTEM	₩#	3
0107 1	LITTER REMOVAL	AC	1.45
0107 2	MONTING	JW.	0.70
ı	CLEARING & GRUBBING	ЭV	0.28
0110 4	REMOVAL OF EXISTING CONCRETE	35	414
0120 I	REGULAR EXCAVATION	Ե	189
0120 6	EMBANKMENT	Ն	90
0160 4	TYPE B STABILIZATION	AS.	57.2
0285 711	OPTIONAL BASE, BASE GROUP 11	AS	572
0334 1 55	SUPERPAVE ASPHALTIC CONC. TRAFFIC E, PG 76-22	T.N	65.3
0425 1 711	INLETS, GUTTER, TYPE V, <10'.	EA	•
0425 6	VALVE BOXES, ADJUST	EA	. 7
0430 175 115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"S/CD	LF.	. 9
0470 1	TREATED TIMBER, STRUCTURAL	MB	0.64
0520 3 30	CONCRETE CURB & GUTTER, TYPE F	17	685
~	CONCRETE CURB, TYPE D	L.F	36
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	27	398
0527 2	DETECTABLE WARNINGS	SF	61
0570 1 2	PERFORMANCE TURE, SOD	SY	412
0639 1 122	ELECTRICAL POWER SOURCE, FRI, UNDERGROUND, NETER PURCHASED BY CONTRACTOR	æ	•
0700 1 50	SINGLE POST SIGN, RELOCATE	SW	2
0711 11 143	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6*	B	0.025
0711 11 160	THERMOPLASTIC, STANDARD, WHITE, NESSAGE OR SYMBOL	EA	. 5
	THE PARTY OF THE PARTY CO. 10 E.	ð	0000

PROJECT NOTES / SUMMARY OF PAY ITEMS

PINELLS SUNCOAST TRANSITY AUTHORITY 3201 SCHEREN DRIVE ST. PETERSBURG, PL 33716 CLEARWATER BEACH ... SECTION TO THE SECOND T

PREFARED STT.

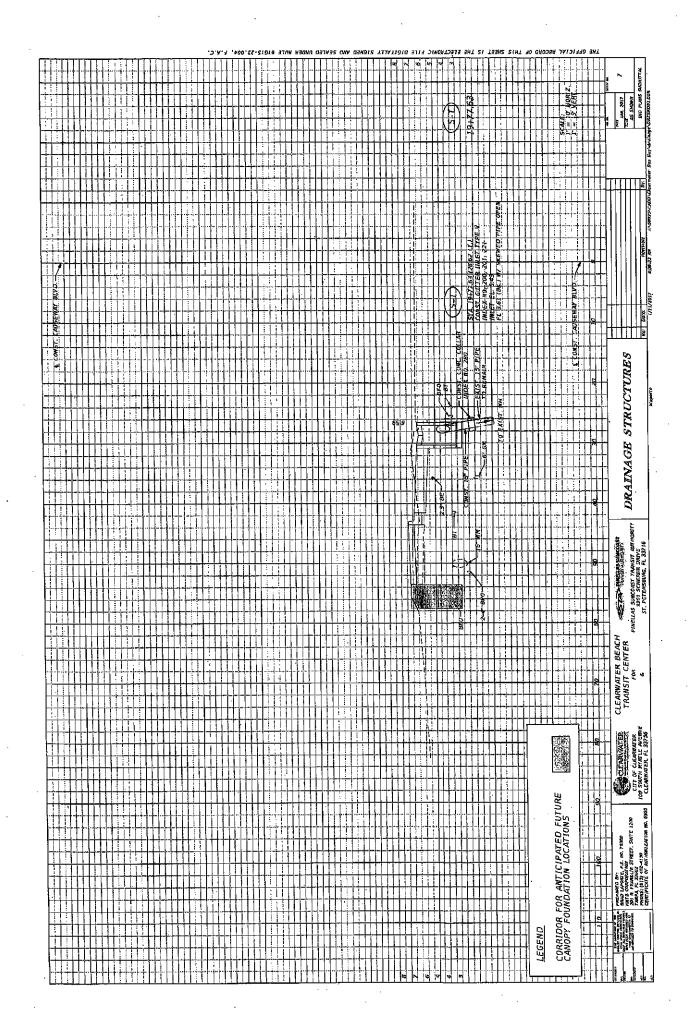
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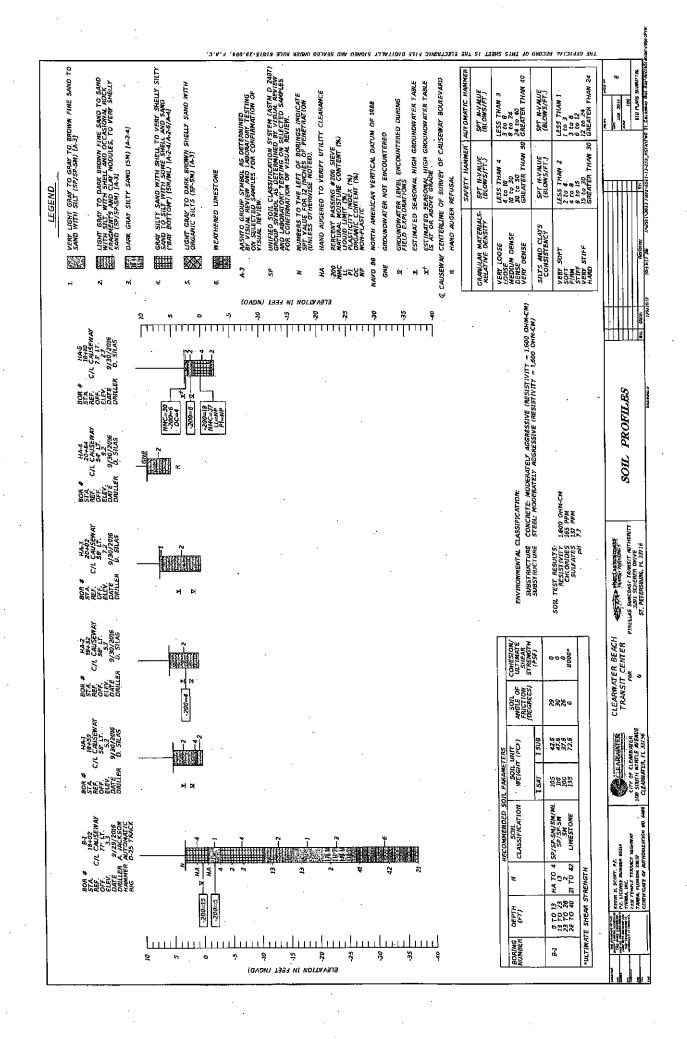
BERO LANGERS, P.E. NO. 19380

BERO LANGERS, SELET.

BERO L

AM. 2017





- 1. MAINTAIN ALL TRAFFIC NOVENENTS ALONG CAUSEWAY BOULEVARD.
- 3. INSTALL PEDESTRIAN DETOUR SIGNAGE AND CLOSE SIDEWALK. UTILIZE INDEX 611.
- A, REMOVE THE EXISTING LIGHT POLES PER UTILITY ADJUSTNERT SHEETS, COMOUNTE WITH THE CITY OF LEARNINGER AND DUKE ENERGY PHURY TO CONSTRUCTION, UTILIZE CONTROL DUL ALL AND 613 IN COMUNICATION WITH THE SIGNAGE SHOWN IN THE TRAFFIC CONTROL DUL

- ». CONSTRUCT THE PHOPOSED CURP AND GUTTER, PROPOSED BUS BAY PAVEMENT, PROPOSED SIDEMAKE APENENT, PROPOSED BOARDMALK STRUCTURE, AND PROPOSED GRADING, INTLIZE INDEX 611, 612, AND 613 IN CONLUNCTION WITH THE SIGNAGE SHOWN IN THE TRAFFIC CONTROL PLAN.
  - B. PLACE FINAL MAKKINGS PER SIGNING AND PAVENENT MARKING PLAN, UTILIZË INDEX 613 IN COMJNICTION WITH THE SIGNAGE SHDIM IN THE TRAFFIC CONTROL PLAN.
- 9. OPEN TRAFFIC TO FINAL CONFIGURATION.

SEQUENCING NOTES:

2. PLACE ADVANCE WARNING SIGNS PER TRAFFIC CONTROL PLAN. UTILIZE INDEX 611.

2. TRAVEL LANES ALONG CAUSEWAY BOULEYARD SHALL NOT BE LESS THAN 10 IN WIDTH.

EXISTING POSTED SPEED = 30 MPH

3. BICYCLIST AND PEDESTRIAN TRAFFIC SHALL BE NAINTAINED ALONG CAUSEWAY INLENAID AT ALL TIMES. SEE "TRAFFIC CONTROL PLAN SIGNING DETAIL FOR DETOUR INFORMATION. A, NO LANE CLOSURES ARE PERMITTED BETWEEN THE HOURS OF 5:00 AM AND 9:00 PM.

1. THE REGULATORY SPEED FOR THE PROJECT SHALL MATCH EXISTING POSTED SPEEDS. NO SPEED LIMIT REDUCTION IS PERMITTED FOR THIS PROJECT.

GENERAL NOTES:

S. RELOCATE EXISTING SIGNS TO FINAL LOCATION PER SIGNING AND PANEMENT MARKING PLAN, UTILIZE INDEX 613 AND 612 IN CONJUNCTION WITH THE SIGNAGE SHOWN IN THE TRAFFIC CONTROL PLAN.

6. RENOVE THE EXISTING CURB INLET AT APPROXIMATE STA. 1948S. CONSTRUCT THE PROPOSED STRUCTURE S-1 AND PROPOSED PIPE. ENSURE DANAGED PAYENENT AND/OR CURB AND GUTTER IS RESTORED PRIOR TO REOPENING THE OUTSIDE LANE TO TRAFFIC. PAINLE INDEX 613 IN CONJUNCTION WITH THE SIGNAGE SHOWN IN THE TRAFFIC CONTINUE.

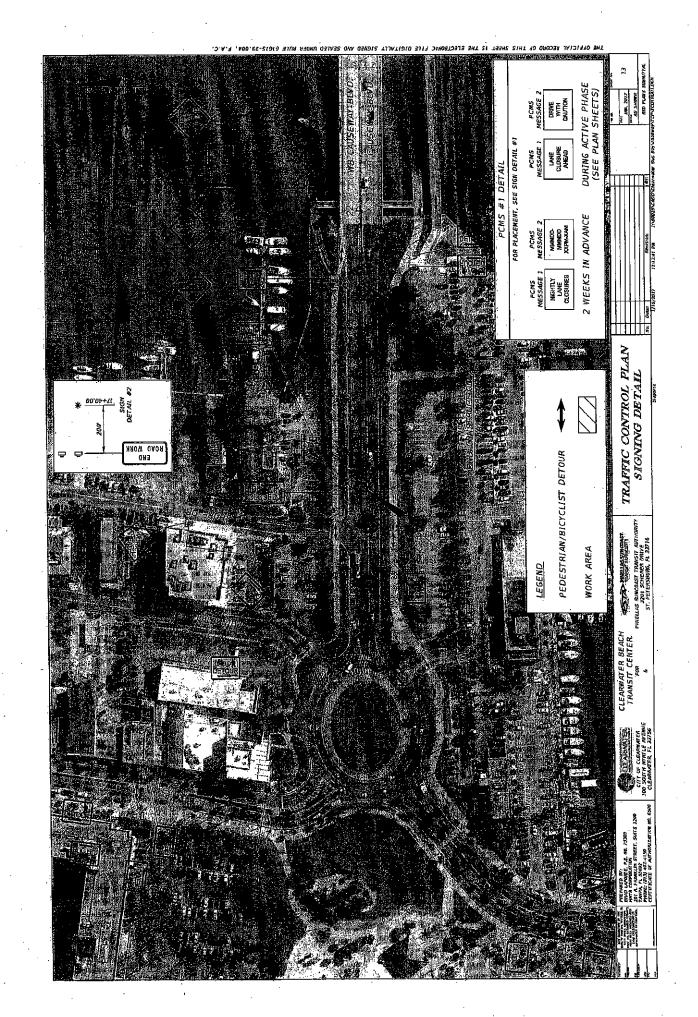
CITY OF CLEANWAFER 100 SOUTH NYRTLE AVENUE CLEARWATER, FL 33756 CLANATER

STREET, SUITE 1200

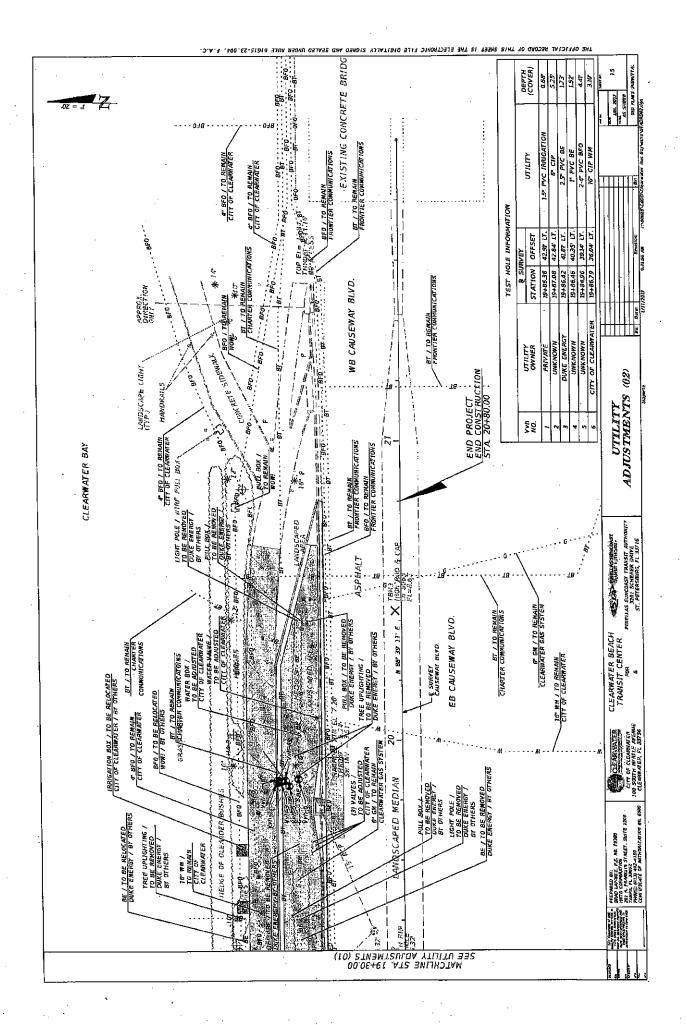
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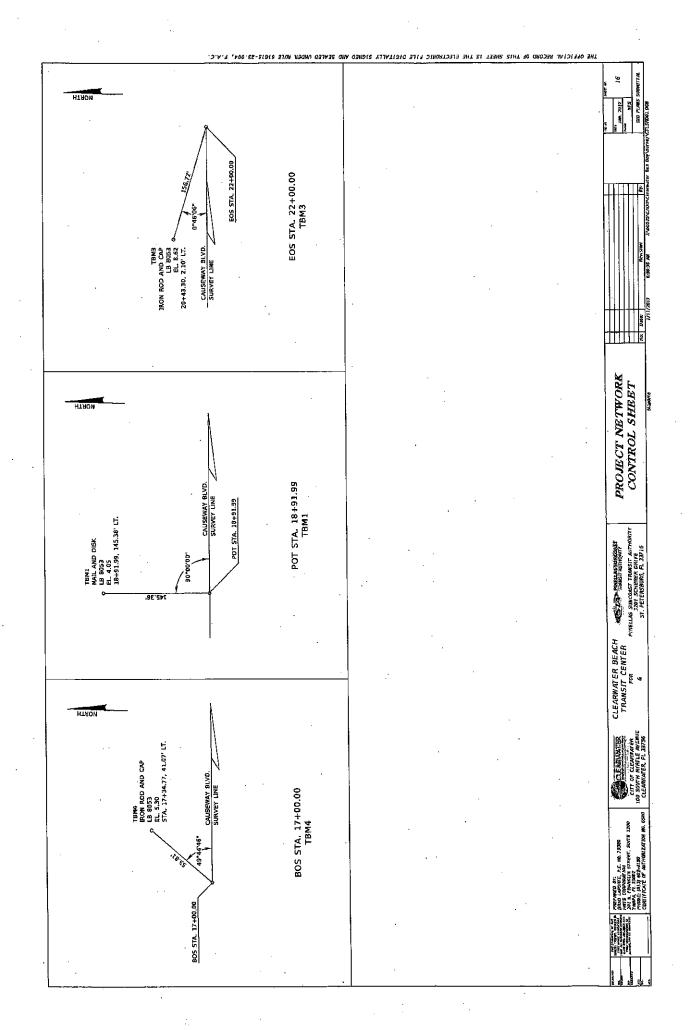
TRAFFIC CONTROL PLAN
NOTES

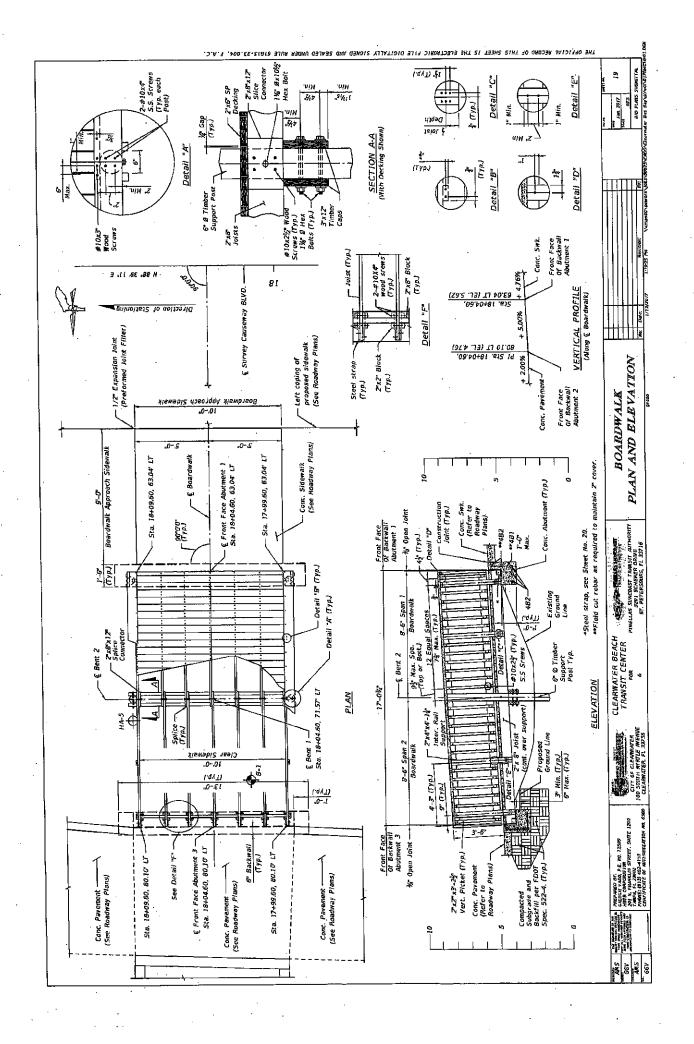
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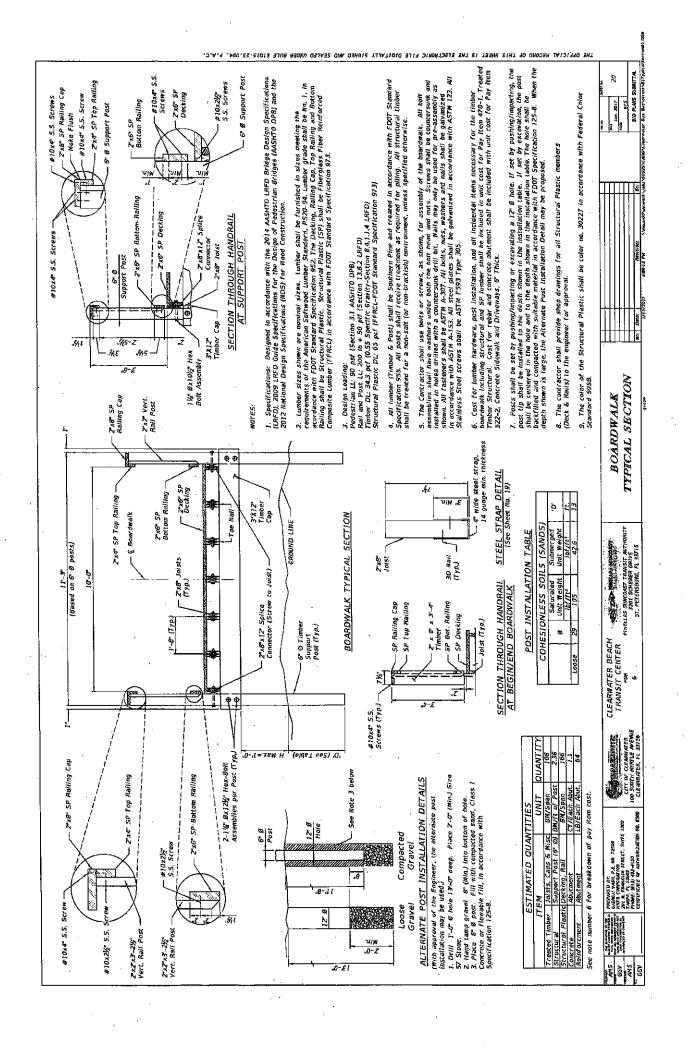


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# EXHIBIT E Clearwater Beach Transit Center Contract Bid Document Statement of Work

The purpose of this project is to construct a new bus bay along the north side of Causeway Boulevard in Clearwater Beach. The location of this new bus bay is just east of the intersection of Causeway Boulevard and East Shore Drive. This project will include the construction of a boardwalk structure connecting the sidewalk running along the north side of Causeway Boulevard to the Gateway Parking Lot #43 owned by the City of Clearwater. In addition, a canopy structure will be constructed adjacent to the proposed bus bay and over the proposed boardwalk connection. All work shall take place within the existing City of Clearwater right-ofway.

This project involves roadway design, drainage design, signage and pavement markings, structures design, and utility coordination. Other improvements will be handled by the City of Clearwater and are not a part of the scope for this project including landscaping, transit amenities, and signalization.

Causeway Boulevard from East Shore Drive to the bridge over the Clearwater Harbor Channel is classified as an urban principal arterial. This section is a four-lane divided roadway with 10-foot travel lanes, a 13-foot median with Type D median curb, Type F curb and gutter along the outside in both directions, 15' landscape areas on both sides, a 10-foot sidewalk on the north side, and 15-foot sidewalk on the south side. There is an existing stormwater pond located along the north side of Causeway Boulevard between the sidewalk and the parking lot.

### Roadway

The proposed improvements associated with this project will extend from 40-feet east of Lake Shore Drive to 100-feet west of the bridge over Clearwater Harbor Channel. There will be a proposed bus bay 340-foot in length constructed along the north side of Causeway Boulevard. The bus bay will be 13-feet in width and will be constructed with asphalt pavement. There will be proposed drop curb constructed between the bus bay pavement and the existing roadway pavement. There will be proposed Type F curb and gutter constructed along the back of the bus bay pavement. The existing 10-foot wide sidewalk adjacent to the proposed bus bay will be reconstructed with 6-inch thick concrete. A 6-inch thick concrete landing area with ramps transitioning to the existing parking lot pavement will be constructed at the end of the proposed boardwalk connection within the existing parking lot area. The traffic control plan for this project will utilize Index 612 for the construction of the proposed bus bay. A pedestrian detour will be utilized to route pedestrians around the work zone.

### **Drainage**

The existing drainage system along Causeway Boulevard is a closed storm pipe drainage system. There is an existing linear stormwater pond located along the north side of Causeway Boulevard between the existing sidewalk and parking lot. The proposed bus bay pavement will be sloped towards the existing roadway. The bus bay improvements will impact an existing curb inlet, which will be removed and replaced with a proposed Type V Inlet. This will also require a portion of the

existing roadway pavement to be reconstructed. A SWFWMD minor permit modification is necessary in order to construct the proposed boardwalk connection over the existing stormwater pond to the parking lot.

### Signing and Pavement Markings

This project will include proposed striping and pavement messages for the bus bay improvements. Striping will also be added within the parking lot adjacent to the proposed landing area with ramps. Four parking spaces will be closed due to the proposed improvements within the parking lot. Two existing signs will be relocated to the median due to the bus bay improvements.

### Structures

This project will include the construction of a 10-foot wide synthetic boardwalk connecting the sidewalk running along the north side of Causeway Boulevard to the Gateway Parking Lot #43 owned by the City of Clearwater. A canopy structure will be constructed over the sidewalk located adjacent to the proposed bus bay and over the boardwalk connection to the parking lot. The canopy structure will require several anticipated foundations constructed along the back of the proposed sidewalk.

### Utilities

There are eight utility agency owners located within the project limits. There will be anticipated utility relocations and adjustments due to the proposed bus bay improvements, mainly due to the proposed canopy foundations. Utility coordination is on-going with all utility agency owners. As information is received, the plans will be updated with plan revisions. Additional subsurface utility engineering (SUE) is being scheduled for the anticipated canopy foundation locations.

### PREPARED BY AND WHEN RECORDED RETURN TO:

ALAN S. ZIMMET, B.C.S. BRYANT MILLER OLIVE PA 201 NORTH FRANKLIN STREET, SUITE 2700 TAMPA, FL 33602

### BUS TRANSFER STATION EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as of this \_\_\_\_\_\_day of \_\_\_\_\_, 2017, by the City of Clearwater, Florida, a municipal corporation with its principal place of business located at 112 South Osceola Avenue, Clearwater, FL 33756 ("Grantor").

WHEREAS, Grantor is a municipal corporation that owns or has jurisdiction over certain portions of the right-of-way of Causeway Boulevard and the property adjacent to Causeway Boulevard directly west of the Mandalay Channel, as more particularly described in Exhibit "A" ("Property"); and

WHEREAS, the Pinellas Suncoast Transit Authority, an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, FL 33716 ("Grantee"), is a transit authority that provides transit services throughout Grantor's jurisdiction; and

WHEREAS, Grantor and Grantee have agreed in an interlocal agreement dated \_\_\_\_\_\_ ("Interlocal Agreement") that Grantee may construct, operate, and maintain a bus transfer facility on the Property ("Bus Transfer Station"); and

WHEREAS, pursuant to the Interlocal Agreement, the Grantor has agreed to grant Grantee an easement on the portions of the Property that Grantor owns (the "Easement Property", attached hereto and incorporated herein as Exhibit "B"), and a Right-of-way Permit for the portions of the Property Grantor does not own but for which Grantor has operational and maintenance jurisdiction (the "Right-of-way Permit Limits", attached hereto and incorporated herein as Exhibit "C"), in order to allow for the construction, operation, and maintenance of the Bus Transfer Station by Grantee.

**NOW, THEREFORE**, Grantor, for itself and its successors and assigns, hereby subjects the Property to the easement set forth herein.

### **SECTION 1: RECITALS**

The above recitals are true and correct and are hereby incorporated by reference.

### **SECTION 2: GRANT OF EASEMENT**

2.1 GRANT OF EASEMENT. Grantor hereby grants an exclusive easement in, to, on, over, under, along, through, and across the Easement Property, as more particularly described

and depicted on Exhibit "B" ("Easement Area") to Grantee and its successors, assigns, agents, employees, and independent contractors, for the purpose of constructing, operating, and maintaining the Bus Transfer Station for so long as the Interlocal Agreement is in effect ("Easement"). The easement granted herein is exclusive only as to the uses described above.

- 2.2 GRANT OF RIGHT-OF-WAY PERMIT. Of even date herewith, Grantor shall grant Grantee a Right-of-way Permit for occupation and use of the portions of the Property that Grantor does not own, but for which Grantor has operational and maintenance responsibilities.
- 2.3 RECORDING. Grantee may record this Agreement in the official records of Pinellas County, Florida.

### **SECTION 3: REPRESENTATIONS AND WARRANTIES**

Grantor hereby represents and warrants to Grantee as follows:

- 3.1 OWNERSHIP. Grantor is the owner in fee simple of the Easement Property, subject to existing rights of way, easements, covenants, conditions, restrictions, and other matters of record, on which Grantee intends to construct, operate, and maintain the Bus Transfer Station.
- 3.2 RIGHT TO CONVEY EASEMENT. Grantor warrants and represents that Grantor has the right to convey an easement in, to, on, over, under, along, through, and across the Easement Property and will defend the same easement against the lawful claims of all persons whomsoever.
- 3.3 AUTHORITY. Grantor does hereby fully warrant and represent that those signing the Agreement on behalf of Grantor have the authority to bind Grantor to this Agreement.

### **SECTION 4: USE OF EASEMENT AREA**

Notwithstanding the foregoing grant of easement, Grantor retains the right to use the Easement Area for any lawful purpose other than for a permanent building, structure, foundation, or other use inconsistent with the Easement granted herein or that interfere with Grantee's use of the Easement Property.

### **SECTION 5: BINDING EFFECT**

The foregoing grant of Easement and rights appurtenant thereto, shall be and constitute covenants running with the land, benefiting the public at large and burdening the Easement Area, and shall be binding upon the heirs, successors, and assigns of the parties. The grant of Easement hereunder shall terminate upon termination of the Interlocal Agreement.

IN WITNESS WHEREOF, the Grantor, the City of Clearwater, has executed this Agreement on the date written above.

Witness:	GRANTOR:
	William B. Home II
Print Name:	William B. Horne, II City Manager
Witness:	-geonencretetos
YY ACIOCSS.	George N. Cretekos Mayor
Print Name:	_ Attest:
	Kisemari Oace Silyan &
	Rosemarie Call City Clerk
	Approved as to form:    What For:
STATE OF FLORIDA COUNTY OF PINELLAS	
2017,, by Willian	owledged before me this 1st day of May n B. Horne Tas City manager for the City of
Clearwater.	SANDRA HARRIGER
Personally Known OR - Produce	MY COMMISSION # FF930375 expires: January 04, 2020

Type of Identification Produced:



## Right-of-Way Permit STANDARD FORM

Fee: <u>\$</u>	B.C.P. #:		R.O.W. Permit No.: 20
	THIS PERMIT MUST BE A	T SITE DURING	G CONSTRUCTION
Applicant:		Contractor:	
L		License #:	
Address:		Address:	
Phone #: 🕿		Phone #: 🏗	
	Emergency/After-Ho	urs Phone #:	
Location address of w	4	• .	
Descriptio w	on of vork:		
SUNSHINE ST	TATE ONE CALL OF FLORIDA #:		
Phon	e #: 🕿 (800) 432-4770 (S	unshine State One Call of	Florida Reference # required for permit approval)
Start Da	te:	Completion	Date:
	nit is void after the above Completion Date. The ne City of Clearwater Engineering Department <b>S</b>		e extended one time for up to thirty (30) days upo
SPECIAL CON		(727) 302-4730 prior to	expiration of this perinter
<ol> <li>The contraction the work in</li> <li>All required</li> </ol>	<del></del>	ration of this Permit.	727) 562-4750 within 24 hours of completion of asset forth on page 2 of 2.
□ Testing	Lab Required Testing Laboratory:		
	Contact Person:		
•	Phone #: 🖀		
Insurance	Accident/Liability jointly (check one):	On File	Copy Attached
<b>(727)</b> 562		he start of constructi	water Engineering Department – phone #: ion to coordinate the required inspections. d the Engineering Department.
	Printed Name Authorized Agent for Applicant of Ap	Signature oplicant or Authorized Agent	Date for Applicant
4.44		<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	
Printed N	ame of Property Owner	Signature of Property Ov	vner Date
Parking Syster	n Approval by:		Date:
	n/MOT Approval by:		
	ved by:		
			•

### **GENERAL PERMIT CONDITIONS:**

- 1. Utility Construction in the right of way shall be conducted in conformance with the Construction Specifications contained in Sec. 28.95 of the Clearwater Code of Ordinances.
- 2. The proposed work/utility in the Right-of-Way shall not interfere with the property and rights of any prior occupants.
- 3. The construction, operation and maintenance of proposed work/utility in the Right-of-Way shall not create an obstruction or conditions, which are or may become dangerous to the traveling public.
- 4. The contractor shall perform all work and restoration of the Right-of-Way in conformance with the current standards of the City of Clearwater.
- 5. The applicant and contractor shall and does hereby agree to indemnify, pay the cost of defense, and save harmless the City of Clearwater from and against payment of all claims, suits, actions, costs, attorney's fees, expenses, damages, judgments, or decrees by reason of any person or persons or property being damaged or injured by the applicant or his contractor, subcontractors, employees, agents or in any way attributable to the performance, prosecution, construction, operation, or maintenance of the work/utility herein permitted by the City of Clearwater, and resulting from negligent acts or omissions of said applicant or contractor in connection with the work/utility herein permitted.
- 6. The permittee declares that prior to filling out this application he has ascertained the location of all existing utilities, both aerial and underground, and notified utility owners of proposed construction. The applicant/contractor shall repair any damage or injury to the road or highway or other City property by reason of the exercise of any of the privileges granted in this permit, and shall repair the same promptly, within seven (7) days of opening, restoring it to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury.
- 7. All overhead installations shall conform to clearance standards of the State of Florida Department of Transportation (FDOT), and all underground crossing installations shall be laid at a minimum depth of cover of 30" below grade, or at such greater depth as required by the permit. All areas of grass disturbed by construction activities shall be sodded to match existing grass. All cuts of pavement, sidewalks, driveways, curbs, etc., shall be in a straight line.
- 8. Contractor shall abide by erosion and siltation control policy of the City of Clearwater. Protect all storm inlets and drainage ways from siltation during and following the completion of work.
- 9. This permit creates a permissive use only and the placing of facilities upon City of Clearwater Right-of-Way pursuant hereto shall not operate to create or to vest any property rights in said applicant and is granted in perpetuity subject to termination by the City of Clearwater upon the giving of 30 days notice in writing to the applicant. In the event of widening, repair or reconstruction of said road or Right-of-Way, the applicant shall move or remove said work/utility at no cost to the City of Clearwater.
- 10. The applicant shall furnish the City with a construction plan showing the exact location of all proposed facilities to be installed pursuant to this permit, said construction plan to be sufficiently detailed to allow location of said installation by reference thereto. The attached construction plan, covering details of this installation, shall be a part of this permit.
- 11. Property corner and survey monuments subject to displacement by the construction activities shall first be referenced and later reset by a Florida Registered Land Surveyor.
- 12. The contractor shall contact the City of Clearwater Engineering Department **(727)** 562-4750 a minimum of 48 hours prior to the start of construction to coordinate the inspection of construction.
- 13. Compaction within the right of way shall meet City of Clearwater Minimum Standards. Compaction tests from a certified laboratory are required for all pavement excavation and may be required in the parkway.
- 14. The use of fire hydrants without a hydrant meter is a crime and is not authorized.
- 15. The construction, operation and maintenance of such work/utility shall conform to FDOT safety regulations where the permittee must take measures, including placing and display of safety devices that may be necessary in order to safely conduct the public through or around the project area in accordance with the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operation.
- Construction in the vicinity of trees shall conform to the tree protection ordinance found in City of Clearwater Community Development Code Section 3-1205.

Rev.: 2/24/2014 2:36 PM

	f	