

**Two Step IFB No. 17-055B  
Clearwater Beach Transit Facility  
ADDENDUM No. 4  
July 11, 2017**

**DESCRIPTION OF ADDENDUM:**

**CLARIFICATIONS:**

1. PSTA will host a **Clarification Meeting** via conference call on **July 12, 2017 at 2:00 pm** to explain the details of this Addendum. See below for conference call instructions.
  - a. Dial **727-540-1990**
  - b. Follow the voice instructions to join
  - c. Enter Meeting ID: **6177**
  - d. Enter Meeting Password: **86753**
2. **In the IFB document, delete Section 1, 3, 4, and 5 in its entirety and replace with the attached amended sections 1, 3, 4, and 5.**
3. The project shall be substantially complete by January 20, 2018. This means the facility shall be open to both bus and pedestrian traffic.
4. Per discussion at the site visit please refer to the attached (footer) drawing which are preliminary locations of the footers based on the canopy concept (see drawing TS0.20 Detail "A")

**QUESTIONS:**

1. Question: Shall lighting be included? If so, will it be a/c powered or solar?  
Question: Does the canopy require lighting? Is LED, Solar or environmentally friendly preferred?

Response: Yes, canopy lighting is required and it is required to be LED. If Bidders want to propose solar panels as an upgrade they are to be included in the cost of the canopy within pay line item #133123.

2. Question: If solar, please specify the preferred ALR and type of solar panel (flex or rigid)

Response: The design of a solar panel system is at the Bidders discretion. As stated in question 1 above, if Bidders want to propose solar panels as an upgrade they are to be included in the cost of the canopy within pay line item #133123.

3. Clarification: What areas of the Project site will be sectioned off for staging/construction/parking for the winning Bidder and subcontractors?

Response: There will be 17 parking spaces available for staging/parking during the construction. PSTA has added a \$22,000 allotment for parking on the revised price form. Please see revised Attachment 3 Price Form attached as part of this Addendum.

4. Question: High-end tensioned fabric installations come with a 10 or possibly 15-year warranty. Is PSTA able to identify any tensioned fabric vendors who are actually able to offer the 20-year warranty?

Response: Section 2.7.1 of the IFB will be revised to allow a minimum 15 year warranty for the PVC coated polyester fabric. All other specifications remain unchanged.

5. Will the submission date for Step 2 still remain the same, or will that be pushing out as well?

Response: Please see below for revised schedule.

**REVISED SCHEDULE:**

Clarification Meeting	July 12, 2017 at 2:00 pm EST
Step 1 Submittal Due Date:	July 19, 2017 by 3:30 p.m. EST
PSTA releases notification of shortlisted suppliers	July 20, 2017 (Tentative)
Step 2 Submittal Due Date:	August 3, 2017 by 3:30 p.m. EST
Board Approval:	August 23, 2017

**All other Bid terms and conditions originally issued remain unchanged.**

REMINDER: Make sure you mark "Addendum No. 4" on Attachment "1" Acknowledgement of Addendum and remember to sign and return Acknowledgement Addendum form with your submittal package. Failure to do so may result in the disqualification of your Bid submittal.

The IFB is revised to the extent specifically amended by this Addendum #4. Otherwise, all provisions of the IFB remain in effect.

Eric L. Haubner  
Purchasing Agent II  
Pinellas Suncoast Transit Authority  
ehaubner@psta.net



## **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 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.**

(1) In Step One, offerors are required to submit "Technical Proposals" only. The format for Technical Proposals is outlined below. Technical Proposals shall be evaluated to determine if the offerors meets the Authority's requirements.

(2) In Step Two, only the offerors who submitted technically acceptable proposals shall be invited to submit pricing and other attachments required by the Solicitation. The final determination of the "best offer" shall be made based on the lowest priced, responsive bid.

### **IFB 17-055B:**

#### **Step One – Technical Proposal Preparation and Format**

(a) Offerors shall submit one (1) original, seven (7) hard copies and one (1) electronic copy (CD or USB flash drive) of their technical proposal, Proposals must be received in the location and before the time and date specified on the solicitation cover sheet.

(b) Contractor shall have no less than five (5) years' experience years performing the required or similar type services.

(c) Unnecessarily elaborate proposals or lengthy presentations are not desired. Technical Proposals shall include:

(1) Descriptive literature identifying how the products and equipment being offered comply with the Authority's requirements. "Descriptive literature" means information furnished, such as cuts, illustrations, drawings, and brochures that clearly show an item's characteristics, construction, or explains its operation. Descriptive literature shall be used to determine whether the item(s) offered comply with the solicitation requirements and to identify details of the item(s) pertaining to such significant elements as: (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, and/or operation. Descriptive literature includes only that information required to determine the technical acceptability of the offered product. It does not include other information such as that used to determine a prospective contractor's responsibility, or for maintaining the item(s).

(2) Any other pertinent information to demonstrate that the products and equipment comply with the Authority's requirements.

(3) A completed copy of ***the Minimum Requirements Matrix found within Section 4***, indicating whether the product(s) offered "Meets" or "Does NOT meet" the requirements. **BIDDER MUST LIST THE LOCATION IN THE DESCRIPTIVE LITERATURE OF THE REQUIREMENT DOCUMENTATION.**

(4) **Proof** that the installation is to be provided by a certified contractor licensed by the manufacturer.



(d) The objective of Step One is to determine if the products, equipment and application processes used are sufficient to meet the Authority's requirements. It is the offeror's burden to prove, through submission of the Technical Proposal, that the products, equipment and application methods to be used by the offeror comply with the Authority's requirements. The Authority is under no obligation to undertake a separate review of the products, equipment and application methods based on the Authority's own independent research or to solicit additional information from offerors.

**Step-Two – Submission of Priced Bids**

(a) In Step-Two of the solicitation process, only those offerors determined to have submitted technically acceptable proposals shall be invited to submit priced bids. Bids must conform to the offeror's technical proposal (products shall not vary from those proposed during the Step-One competition).

(d) The Authority reserves the right to incorporate the successful offeror's technical proposal into any resulting contract, by reference or full text.

## SECTION 3: GENERAL PROPOSAL INFORMATION

### 3.1 MINIMUM QUALIFICATIONS

- A. The Proposer shall have a Registered, State of Florida, General Contractor license, minimum of 5 years of experience, in construction and design services.
- B. Minimum of three (3) years performing the required or similar type services.
- C. 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 shall provide a minimum of four (4) references that demonstrate experience construction and Design-Build to public or private entities.
- E. Proposer must 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-responsive, 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-responsive 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-responsive 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 **will not** 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 **will not** 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 technical proposals shall:

- Contain concise written materials that enable PSTA to clearly understand the Proposer's capabilities.

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:

- 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. 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 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 – NOT TO BE INCLUDED IN STEP ONE (1)
- 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 – NOT TO BE INCLUDED IN STEP ONE (1)
- ATTACHMENT 11 – DBE Good Faith Efforts Documentation Form – NOT TO BE INCLUDED IN STEP ONE (1)



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- ATTACHMENT 12 – E-Verify Affidavit
  - ATTACHMENT 13 – Contractor’s Statement on Subcontractor’s – NOT TO BE INCLUDED IN STEP ONE (1)
  - ATTACHMENT 14 – Drug Free Workplace Program
  - ATTACHMENT 15 – Contractor’s and Lower Tier Participant’s Reference Form – NOT TO BE INCLUDED IN STEP ONE (1)



## SECTION 4: PROPOSAL EVALUATIONS

PSTA reserves the right to accept or reject any or all Proposals 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.

### Evaluation of Technical Proposals

#### 1. STEP ONE –

PSTA may:

- (a) Proceed directly to Step-Two of the procurement process and invite only those firms determined to have submitted a technically acceptable proposal to submit a bid; or
- (b) Seek clarifications from offerors who submitted potentially acceptable technical proposals and re-evaluate them, after which the Contracting Officer may then proceed directly to Step-Two of the procurement process and invite only those firms finally determined to have submitted technically acceptable proposals to submit a bid.

#### 2. STEP TWO –

- (a) In Step Two of the solicitation process, only those offerors determined to have submitted technically acceptable proposals shall be invited to submit priced bids. Bids must conform to the offeror’s technical proposal (products shall not vary from those proposed during the Step-One competition).
- (b) The final determination of the “best offer” shall be made based on the lowest priced, responsive bid.
- (c) The Authority reserves the right to incorporate the successful offeror’s technical proposal into any resulting contract, by reference or full text.

## Minimum Requirements Matrix

No.	Requirement	Meets (Yes/No)	Location in Descriptive Literature (Page number in submittal)
1	The Proposer shall have a Registered, State of Florida, General Contractor license.		
2	Minimum of 5 years of experience, in construction and design services.		
3	Been in business a minimum of three (3) years performing the required or similar type services.		
4	A licensed General Contractor in the State of Florida and must comply with regulatory legislation, Chapter 76-489, Laws of Florida, as amended.		
5	Proposer shall provide a minimum of four (4) references that demonstrate experience with construction and canopy design/construction to public or private entities.		



6	Proposer must have the ability to be licensed to do business in the State of Florida by contract execution.		
7	Ability to meet PSTA's insurance requirement for minimum amounts of insurance: commercial general liability insurance and professional (errors and omissions).		
8	The Proposer has the capacity to do business within the State of Florida.		
9	The Proposer has the capability to assure completion of the required services within the time specified under this contract.		
10	The Proposer presently has the necessary facilities, financial resources and licenses to complete the contract in a satisfactory manner and within the required time.		
11	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.		
12	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.		
13	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.		
14	The Proposer's Engineer(s) for the canopy system shall be a registered professional engineer in the State of Florida.		
15	The Proposer shall provide Certified Temporary Traffic Control (Maintenance of Traffic) Personnel that meet the requirements of FDOT Specification 105-8.3.		

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## 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.

## 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
- Seek the assistance of outside technical experts to review technical Proposals
- Approve or disapprove the use of particular Subcontractors and Suppliers
- Determine whether or not a Proposer is a responsible Proposer
- Request any necessary technical clarifications
- 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 Proposer's firm, service or product. In submitting a Proposal, the Proposer agrees not to use the results therefrom 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:

<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

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

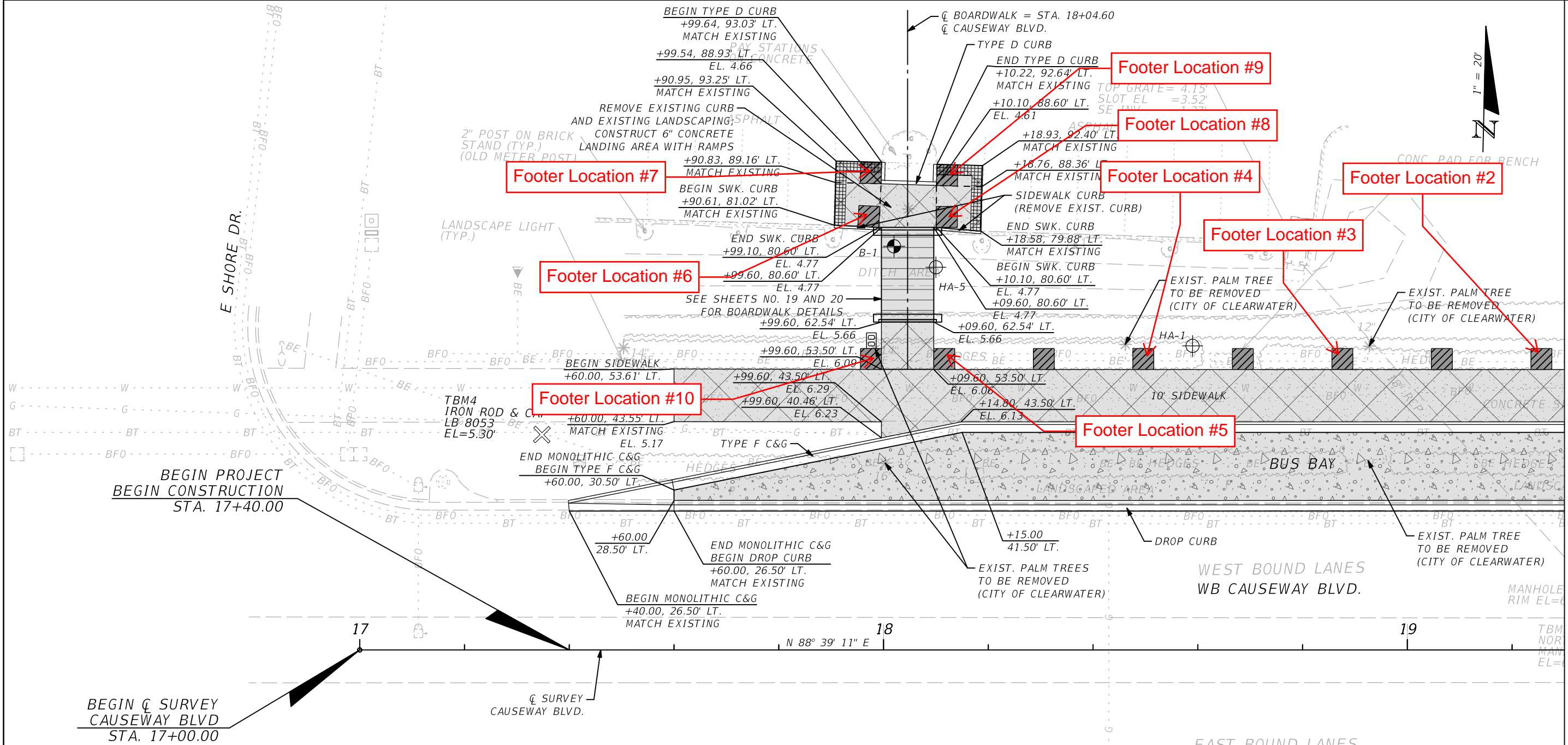
The Proposer shall provide a Performance Bond of a 100% and a Payment Bond of 50% of the Contract amount, the costs of which are to be paid by the Proposer. The Bonds will be acceptable to PSTA only if the following conditions are met:

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.



**LEGEND**

- PROPOSED ASPHALT BUS BAY
- PROPOSED CONCRETE SIDEWALK
- PROPOSED BOARDWALK
- PROPOSED DETECTABLE WARNINGS
- SPT BORING LOCATION
- AUGER BORING LOCATION
- ANTICIPATED FUTURE CANOPY FOUNDATION LOCATION

SEE TYPICAL DETAILS SHEET FOR ADDITIONAL INFORMATION

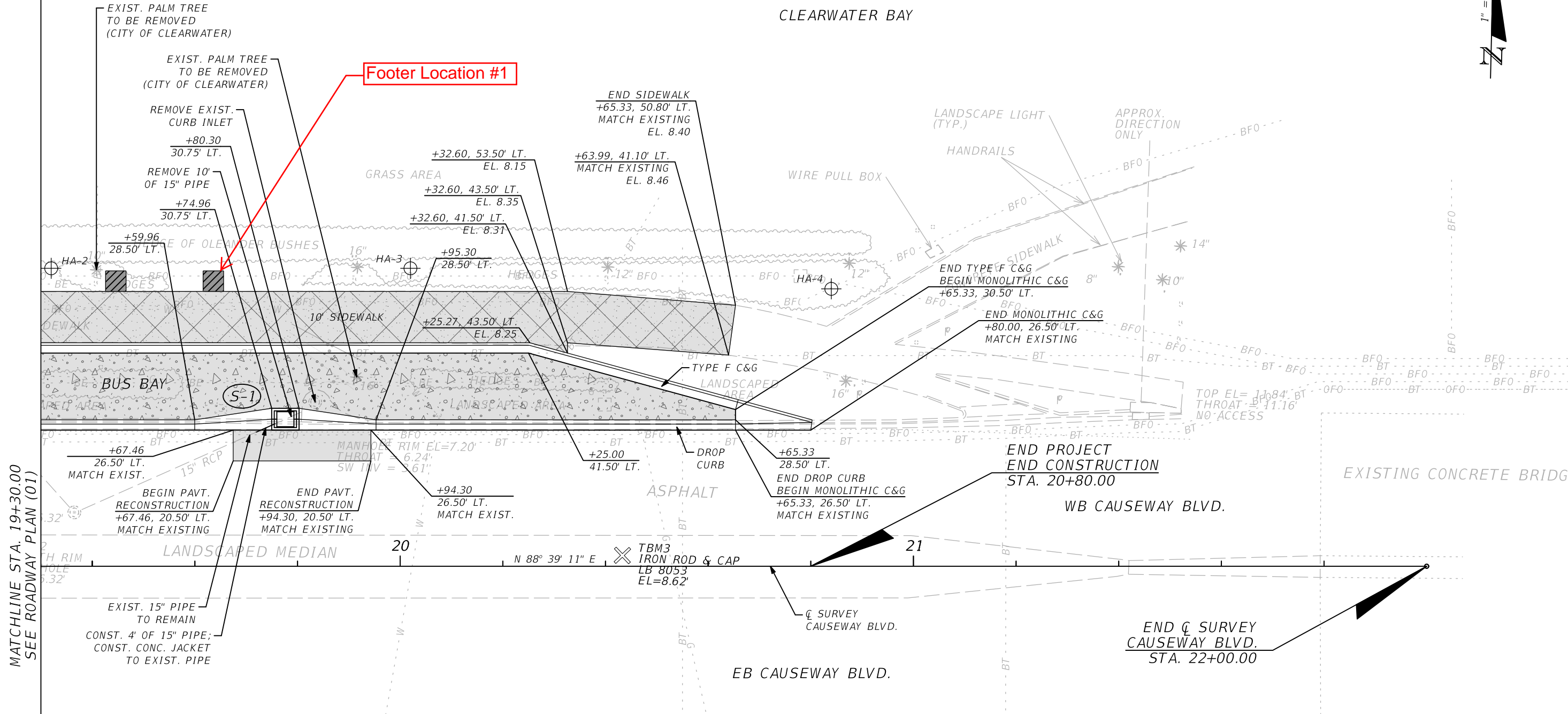
DESIGNED BY: [ ] CHECKED BY: [ ] DATE 1/11/2017	THE SIGNATURE OF THE QUALITY CONTROL OFFICER IN THIS SPACE INDICATES THAT ALL REQUIRED PERMITS HAVE BEEN OBTAINED AND THAT CONSTRUCTION IS AUTHORIZED TO COMMENCE. [Signature]	PREPARED BY: BRAD LAPORTE, P.E. NO. 79380 HNTB CORPORATION 201 N. FRANKLIN STREET, SUITE 1200 TAMPA, FL 33602 PHONE: (813) 402-4150 CERTIFICATE OF AUTHORIZATION NO. 6500	 <b>CLEARWATER</b> CITY OF CLEARWATER 100 SOUTH MYRTLE AVENUE CLEARWATER, FL 33756	<b>CLEARWATER BEACH TRANSIT CENTER</b> FOR & PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE ST. PETERSBURG, FL 33716	 <b>PINELLAS SUNCOAST TRANSIT AUTHORITY</b>	<h2 style="margin: 0;">ROADWAY PLAN (01)</h2>	JOB NO. [ ] DATE JAN. 2017 SCALE AS SHOWN SHEET NO. 5 BID PLANS SUBMITTAL
No: _____ Date: _____ Revision: _____ By: _____							J:\60025\CADD\Clearwater Bus Bay\roadway\PLANRD01.DGN

MATCHLINE STA. 19+30.00  
 SEE ROADWAY PLAN (02)  
 THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



CLEARWATER BAY

**Footer Location #1**



MATCHLINE STA. 19+30.00  
SEE ROADWAY PLAN (01)

**LEGEND**

- PROPOSED ASPHALT BUS BAY
- PROPOSED CONCRETE SIDEWALK
- PROPOSED ROADWAY RECONSTRUCTION
- AUGER BORING LOCATION
- ANTICIPATED FUTURE CANOPY FOUNDATION LOCATION

SEE TYPICAL DETAILS SHEET FOR ADDITIONAL INFORMATION

DESIGNED CHECKED DATE SCALE No: _____ Date: _____ Revision: _____ By: _____	THE SIGNATURE OF THE QUALITY CONTROL OFFICER IN THIS SPACE INDICATES THAT ALL REQUIRED PERMITS HAVE BEEN OBTAINED AND THAT CONSTRUCTION IS AUTHORIZED TO COMMENCE.	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	 <b>CLEARWATER</b> CITY OF CLEARWATER 100 SOUTH MYRTLE AVENUE CLEARWATER, FL 33756	<b>CLEARWATER BEACH TRANSIT CENTER</b> FOR & PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE ST. PETERSBURG, FL 33716	 <b>PINELLAS SUNCOAST</b> TRANSIT AUTHORITY <b>ROADWAY PLAN (02)</b>	JOB NO. DATE SCALE BID PLANS SUBMITTAL	SHEET NO. <b>6</b>
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



PSTA Clearwater Beach Transit Center  
Subsurface Utility Engineering Summary

Footer Location #1  
19+63.60, 55.50' LT  
Test Holes 1 through 7

Test Hole #	Description of Conflict	Owner	Issues
TH-1	An unknown utility was encountered at 6.1' below the surface. This utility is 1.1' south of the proposed footer location.	Unknown	No conflict anticipated
TH-2	A 1" irrigation line was encountered at 0.76' below the surface. This utility runs under the proposed footer location.	City of Clearwater	Needs to be removed by City Forces
TH-3	An unknown utility was encountered at 6.5' below the surface. This utility is 0.6' north of the proposed footer location.	Unknown	No conflict anticipated
TH-4	A 4x1" PVC electric was encountered 2.32' below the surface. This utility is 1.2' north of the proposed footer location.	Duke	Hold and protect during construction
TH-5	An unknown utility was encountered at 5.45' below the surface. This utility is 2.2' north of the proposed footer location.	Unknown	No conflict anticipated
TH-6	A 16" steel reclaimed water line was encountered at 5.24' below the surface. This utility runs under the proposed footer location.	City of Clearwater	No conflict anticipated
TH-7	A 1" irrigation line was encountered at 1.58' below the surface. This utility runs under the proposed footer location.	City of Clearwater	Needs to be removed by City Forces

Footer Location #2  
19+25.60, 55.50' LT  
Test Holes 8 through 12

Test Hole #	Description of Conflict	Owner	Issues
TH-8	An unknown utility was encountered at 5.50' below the surface. This utility is 0.4' south of the proposed footer location.	Unknown	No conflict anticipated
TH-9	A 1" irrigation line was encountered at 1.49' below the surface. This utility is 0.2' south of the proposed footer location.	City of Clearwater	Needs to be removed by City Forces
TH-10	A 1" irrigation line was encountered at 1.30' below the surface. This utility runs under the proposed footer location.	City of Clearwater	Needs to be removed by City Forces
TH-11	A 6" HDPE gas line was encountered at 2.36' below the surface. This utility runs under the proposed footer location.	Clearwater Gas Systems	Needs to be relocated
TH-12	An unknown 6" CIP utility was encountered at 2.42' below the surface. This utility runs under the proposed footer location.	Unknown	Needs to be relocated

Footer Location #3  
18+87.60, 55.50' LT  
Test Holes 13 through 19

Test Hole #	Description of Conflict	Owner	Issues
TH-13	An unknown utility was encountered at 4.75' below the surface. This utility is 1.1' south of the proposed footer location.	Unknown	No conflict anticipated
TH-14	A 1" irrigation line was encountered at 0.83' below the surface. This utility runs under the proposed footer location.	City of Clearwater	Needs to be removed by City Forces
TH-15	A 8" HDPE gas line was encountered at 2.60' below the surface. This utility runs under the proposed footer location.	Clearwater Gas Systems	Needs to be relocated
TH-16	No utilities encountered	N/A	No conflict anticipated
TH-17	No utilities encountered	N/A	No conflict anticipated
TH-18	No utilities encountered	N/A	No conflict anticipated
TH-19	No utilities encountered	N/A	No conflict anticipated

Footer Location #4  
18+49.60, 55.50' LT  
Test Holes 20 through 25

Test Hole #	Description of Conflict	Owner	Issues
TH-20	A 1" irrigation line was encountered at 0.96' below the surface. This utility runs under the proposed footer location.	City of Clearwater	Needs to be removed by City Forces
TH-21	A 6" HDPE gas line was encountered at 2.16' below the surface. This utility runs under the proposed footer location.	Clearwater Gas Systems	Needs to be relocated
TH-22	No utilities encountered	N/A	No conflict anticipated
TH-23	No utilities encountered	N/A	No conflict anticipated
TH-24	No utilities encountered	N/A	No conflict anticipated
TH-25	No utilities encountered	N/A	No conflict anticipated

PSTA Clearwater Beach Transit Center  
Subsurface Utility Engineering Summary

Footer Location #5  
18+11.60, 55.50' LT  
Test Holes 26 through 32

Test Hole #	Description of Conflict	Owner	Issues
TH-26	No utilities encountered	N/A	No conflict anticipated
TH-27	No utilities encountered	N/A	No conflict anticipated
TH-28	No utilities encountered	N/A	No conflict anticipated
TH-29	No utilities encountered	N/A	No conflict anticipated
TH-30	No utilities encountered	N/A	No conflict anticipated
TH-31	A 1" irrigation line was encountered at 0.98' below the surface. This utility runs under the proposed footer location.	City of Clearwater	Needs to be removed by City Forces
TH-32	A 6" HDPE gas line was encountered at 2.22' below the surface. This utility runs under the proposed footer location.	Clearwater Gas Systems	Needs to be relocated

Footer Location #6  
17+97.20, 82.70' LT  
Test Holes 33 through 36, 42

Test Hole #	Description of Conflict	Owner	Issues
TH-33	No utilities encountered	N/A	No conflict anticipated
TH-34	No utilities encountered	N/A	No conflict anticipated
TH-35	No utilities encountered	N/A	No conflict anticipated
TH-36	No utilities encountered	N/A	No conflict anticipated
TH-42	No utilities encountered	N/A	No conflict anticipated

Footer Location #7  
17+97.59, 90.98' LT  
Test Holes 37 through 41

Test Hole #	Description of Conflict	Owner	Issues
TH-37	No utilities encountered	N/A	No conflict anticipated
TH-38	No utilities encountered	N/A	No conflict anticipated
TH-39	No utilities encountered	N/A	No conflict anticipated
TH-40	No utilities encountered	N/A	No conflict anticipated
TH-41	No utilities encountered	N/A	No conflict anticipated

Footer Location #8  
18+12.10, 82.60' LT  
Test Holes 43 through 47

Test Hole #	Description of Conflict	Owner	Issues
TH-43	No utilities encountered	N/A	No conflict anticipated
TH-44	No utilities encountered	N/A	No conflict anticipated
TH-45	No utilities encountered	N/A	No conflict anticipated
TH-46	No utilities encountered	N/A	No conflict anticipated
TH-47	No utilities encountered	N/A	No conflict anticipated

PSTA Clearwater Beach Transit Center  
 Subsurface Utility Engineering Summary

Footer Location #9  
 18+12.16, 90.55' LT  
 Test Holes 48 through 52

Test Hole #	Description of Conflict	Owner	Issues
TH-48	No utilities encountered	N/A	No conflict anticipated
TH-49	No utilities encountered	N/A	No conflict anticipated
TH-50	No utilities encountered	N/A	No conflict anticipated
TH-51	No utilities encountered	N/A	No conflict anticipated
TH-52	No utilities encountered	N/A	No conflict anticipated

Footer Location #10  
 17+97.60, 50.50' LT  
 Test Holes 48 through 52

Test Hole #	Description of Conflict	Owner	Issues
TH-53	No utilities encountered	N/A	No conflict anticipated
TH-54	No utilities encountered	N/A	No conflict anticipated
TH-55	No utilities encountered	N/A	No conflict anticipated
TH-56	No utilities encountered	N/A	No conflict anticipated
TH-57	No utilities encountered	N/A	No conflict anticipated
TH-58	A 6" HDPE gas line was encountered at 2.48' below the surface. This utility runs under the proposed footer location.	Clearwater Gas Systems	Needs to be relocated
TH-59	A 1" irrigation line was encountered at 1.00' below the surface. This utility runs under the proposed footer location.	City of Clearwater	Needs to be removed by City Forces

# **REVISED 7/7/17**

## **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.

<b>SUMMARY OF PAY ITEMS</b>					
<b>PAY ITEM NO.:</b>	<b>PAY ITEM DESCRIPTION:</b>	<b>UNIT:</b>	<b>QUANTITY:</b>	<b>UNIT COST:</b>	<b>TOTAL COST:</b>
0101 1	MOBILIZATION	LS	1.00		
0101 2	Parking Lot Fee Allowance	LS	1.00	\$ 22,000.00	
0102 1	MAINTENANCE OF TRAFFIC	LS	1.00		
0104 10 3	SEDIMENT BARRIER	LF	570.00		
0104 15	SOIL TRACKING PREVENTION DEVICE	EA	1.00		
0104 18	INLET PROTECTION SYSTEM	EA	3.00		
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	414.00		
0120 1	REGULAR EXCAVATION	CY	189.00		
0120 6	EMBANKMENT	CY	90.00		
0160 4	TYPE B STABILIZATION	SY	572.00		
0285 711	OPTIONAL BASE, BASE GROUP 11	SY	572.00		
0334 1 55	SUPERPAVE ASPHALTIC CONC. TRAFFIC E, PG 76-22	TN	65.30		
0425 1 711	INLETS, GUTTER, TYPE V, <10'	EA	1.00		
0425 6	VALVE BOXES, ADJUST	EA	7.00		
0430 175 115	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15"S/CD	LF	4.00		
0470 1	TREATED TIMBER, STRUCTURAL	MB	0.64		
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	685.00		
0520 2 4	CONCRETE CURB, TYPE D	LF	36.00		
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	398.00		
0527 2	DETECTABLE WARNINGS	SF	61.00		
0570 1 2	PERFORMANCE TURF, SOD	SY	411.56		

0639 1 122	ELECTRICAL POWER SOURCE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	1.00		
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	2.00		
0711 11 141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	LF	130.00		
0711 11 160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	5.00		
0711 16 101	THERMOPLASTIC, STANDARD- OTHER SURFACES, WHITE, SOLID, 6"	LF	495.00		
133123	BASE BID CANOPY SYSTEM	SF	1471.00		
133123	ALTERNATE: ADD ADDITIONAL 76'-0" CANOPY SYSTEM	SF	894.00		
				<b>GRAND TOTAL:</b>	

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:** \_\_\_\_\_