

CITY OF CLEARWATER

Official Records & Legislative Services
City Hall, 112 South Osceola Avenue, Clearwater, Florida 33756
Telephone (727) 562-4090 Fax (727) 562-4086

June 5, 2017

Mr. Ken Burke Pinellas County Clerk of the Court 315 Court Street Clearwater, FL 33756

Dear Mr. Burke:

Pursuant to Florida Statutes, Section 163.01, we have enclosed for filing a copy of the Interlocal Agreement - Clearwater Beach Transit Facility adopted by the City Council of the City of Clearwater on April 6, 2017.

Very truly yours,

Susan Chase

Documents & Records Specialist

Enclosure(s)

Cc: County Administrator - Mark S. Woodard



INTERLOCAL AGREEMENT CLEARWATER BEACH TRANSIT FACILITY

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this According of Cord, 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.

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

- 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.
- PSTA shall not be liable to the City for any delays in completing the Project, b. including but not limited to delays in connection with PSTA's contractor, manufacturer, suppliers or agents thereof.

SECTION 6: 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 City:

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

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.

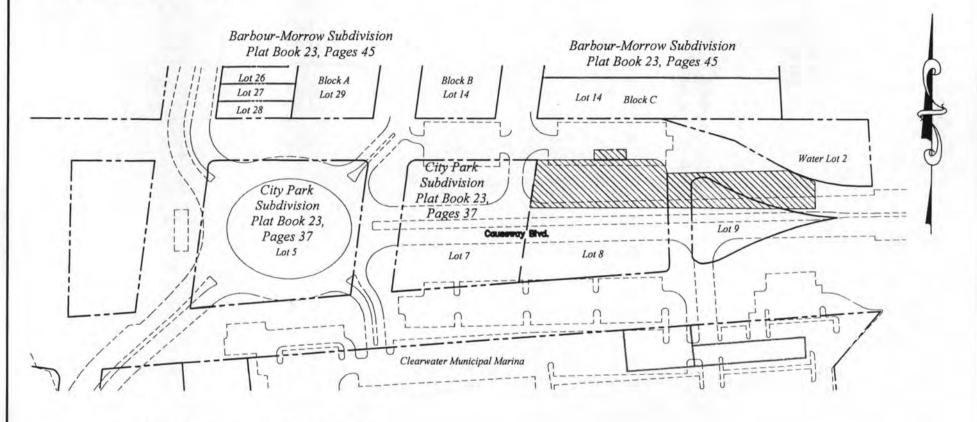
- f. AUTHORIZATION. Both Parties to this Agreement represent and warrant that they are authorized to enter into this Agreement and that those executing this Agreement have full power and authority to bind their respective Parties to the terms hereof.
- g. WAIVER. No waiver of any default or failure to 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.

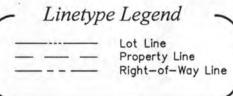
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the first date above written.

APPROVED AS TO FORM:	PSTA:
Alan S. Zimmet, General Counsel	Brad Miller, Chief Executive Officer
ATTEST:	
Rachael Cappolla	
	CITY OF CLEARWATER:
COUNTERSIGNED	1271 - 21/
- geonencretetos	William B. Horne, II, City Manager
George N. Cretekos, Mayor	CARWATER
ATTEST: Call	
Rosemarie Call, City Clerk	
APPROVED AS TO SORM:	ABUSHED 19
Matthew M. Smith, Assistant City	Attorney

N.T.S. This is <u>not</u> a survey

EXHIBIT "A"

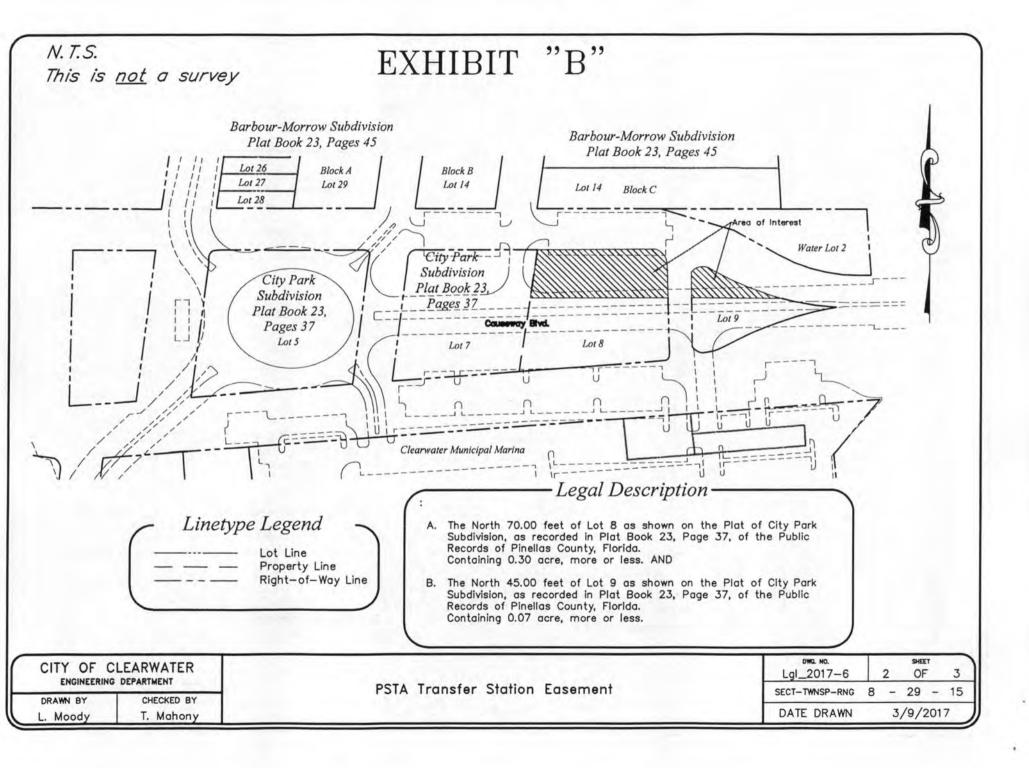




	LEARWATER DEPARTMENT
DRAWN BY	CHECKED BY
L. Moody	T. Mahony

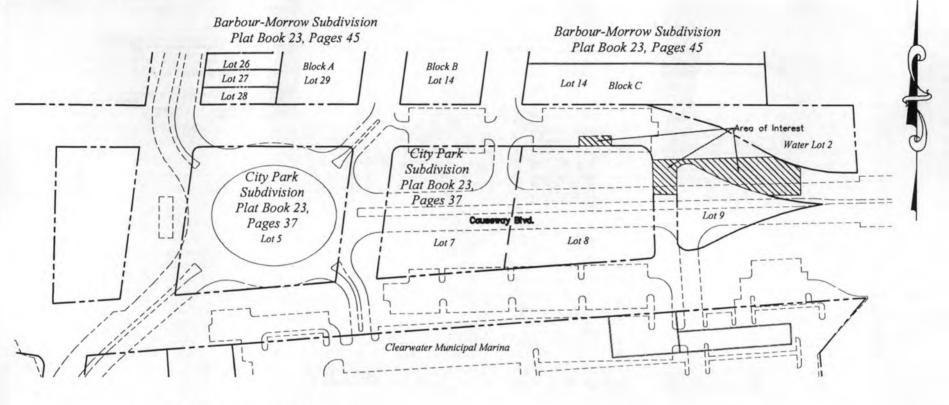
PSTA Transfer Station Overall Project Limits

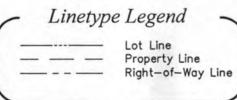
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N.T.S. This is <u>not</u> a survey

EXHIBIT "C"





	LEARWATER DEPARTMENT
DRAWN BY	CHECKED BY
L. Moody	T. Mahony

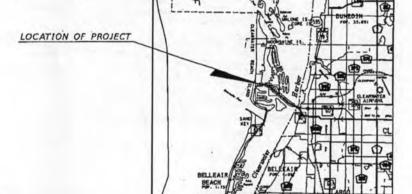
PSTATS - Right-of-Way Permits Limits

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CLEARWATER BEACH TRANSIT CENTER



LOCATION MAP

	INDEX OF SHEETS
SHEET NO.	SHEET TITLE
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
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 PAVENENT MARKING PLAN
19	BOARDWALK PLAN AND ELEVATION
20	BOARDWALK TYPICAL SECTION

INDEX OF CHEETE

GOVERNING DESIGN STANDARDS:

City of Clearwater Standards & Florida Department of Transportation, 2016-1.
Design Standards abook (DS-80) and applicable Design Standards Revisions
(DSRs) at the following weekste:
http://www.doi.sitke/flus/rddesign/DesignStandards/Standards.shkm

GOVERNING STANDARD SPECIFICATIONS:

City of Clearwater Technical Specifications & Florida Department of Transportation, January 2017 Standard Specifications for Road and Bridge Construction at the following mebalte: http://www.docs.star.flus.fororammanagement/implemented/Specibooks

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PREPARED ST: BAND LAPORTE, P.Z. NO. 79380 HATS CORPORATION 201 R. FAMBILIS STREET, SUITE 1200 TAPPA, F. 23602 PROME: (813) 402-4130 CERTIFICATE OF AUTHORIZATION NO. 6900



CLEARWATER BEACH TRANSIT CENTER



KEY SHEET

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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 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 61615-23.004, F.A.C.

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SHEET NO.	SHEET DESCRIPTION
1	KET SHEET
2	SIGNATURE SHEET
3	TYPICAL DETAILS
501 - 505	SUMMARY OF QUANTITIES
4	PROJECT NOTES / SUMMARY OF PAY ITEMS
5 - 6	ROADWAY PLAN
1	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



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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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 GJERGJI VASO, P.E. NO. 72509

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61615-23.004, F.A.C.

ITS PLANS

SHEET NO.

SHEET DESCRIPTION

BOARDWALK PLAN AND ELEVATION BOARDWALK TYPICAL SECTION



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61615-23,004, F.A.C.

ITS PLANS

SHEET NO.

SHEET DESCRIPTION

SOIL PROFILES

PHEPARED BT: BIAD LAPORTE, P.E. NO. 79289 HITTS CORPORATION JOI R. FRANKLIN STREET, SUITE 1200 TARPA, P. 13892 PHONE: (813) 403-4130 CERTIFICATE OF AUTHORIZATION NO. 6300

CITT OF CLEARWATER CLEARMATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER

PRELLAS SUNCOAST

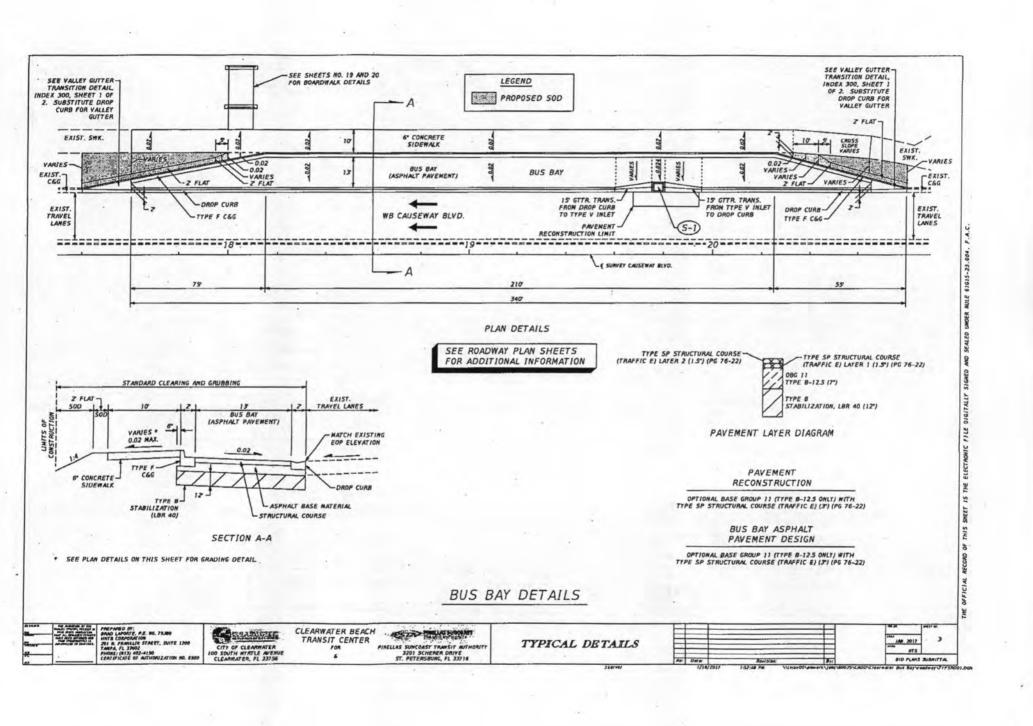
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SIGNATURE SHEET

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BID PLANS SUBMITTAL



	SUMMARY	OF	LUMP	SUM	ITEMS		
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0102 1	MAINTENANCE OF TRAFFIC	LS	- 60			1		60 DAY CONSTRUCTION DURATION.	
0102 60	WORK ZONE SIGN	ED	60	32	1920	1920			
0102 74 1	CHANNELIZING DEVICE- TYPES 1, 11, D1, VP. DRUN, OR LCD	ED	60	32	1920	1920			
0102 74 6	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	ED	60		240	240			
0102 76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	60	1	50	60			
0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	74	,	74	74		INCLUDES 14 DAY ADVANCED PLACEMENT DURATION.	

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17+19.50	LT.						1.0			
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17+20.00 to 21+00.00	LT.		380,0	1					LOCATED ALONG BACK OF SIDEWALK.	
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CITT OF CLEARWATER
100 SOUTH MERTLE AVENUE
CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER FOR ,

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PINELLAS SUNCOAST TRANSIT AUTHORUTY 3201 SCHERER DRIVE ST. PETERSBURG, PL 33716 SUMMARY OF QUANTITIES (01)



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		17+40.00 TO 20+80.00	LT.	24102		72.258			EXIST. TYPE F C&G	
		17+90.61 TO 17+99.10	LT.	24113		1.588			EXIST. TYPE D CURB	
		18+10.10 TO 18+18.58	LT.	24114		1.387			EXIST. TYPE D CURB	

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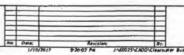
PREPARED BI:
BRAD LAPORTE, P.E. (60, 79399)
HATS COMPONITION
JOI IN FRANKLIN STREET, SUITE 3209
TAMPA, P. 13102
FAMORE (813) 462-41300
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CIFARWATER
CITY OF CLEARWATER
100 SOUTH WYRTLE AVENUE
CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER

PINELLAS SURCOAST
TRANST AUTHORITY
PINELLAS SUNCOAST TRANST AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, PL 33716

SUMMARY OF QUANTITIES (02)



No. 1 AM. 2017

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED LINDER RULE A 1615-23.

		*	SUMMARY	OF PAV	EMENT							
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0160 4	TYPE B STABILIZATION					SY	3.		572			
		17+40.00 to 20+80.00		LT.	14677		571.72					
0285 711	OPTIONAL BASE, BASE GROUP 11			1	100	SY			572			
		17+40.00 to 20+80.00		LT.	11329	1	571.72					
0334 1 55	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC E, PG 76-22					TN			65,3			
		17+60.00 to 20+65.33		LT.	13577		62.32	12				
		19+67.46 to 19+94.30		LT.	13578		2.95					

			SUMMARY OF S	TRUCTU	IRE QU	ANTITI	ES - 1	BOARDWA	ILK		
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SECTION	ECTION PAY ITEM DESCRIPTION	LOCATION	3106	UNIT	P	F	P	F	NOTES	REMARKS	
	0470 1	TREATED TIMBER, STRUCTURAL	18+04.50	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 ITEN NOTES	

		SUMMA	ARY OF	UTIL	ITY AL	DJUSTME	ENTS			
PAY ITEM	DAY ITEN DECEMENTION	LOCATION	CIDE	UNIT	QUAN	TITY	10	TAL	DESIGN	CONSTRUCT ION
NO.	PAY ITEM DESCRIPTION	STATION	SINE	UNIT	P	F	P	F	NOTES	REMARKS
7425 6	VALVE BOXES, ADJUST			EA			1			
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		18461	LT.		1	F-11				
		19+63	LT.		1					
		19+65	LT.		1					
		19+65	LT.		1 .					
		20+02	LT.		1					
		20+08	LT.		1					

Gride Statement of the statement of the

PREPARED SE: BUAD LAPORTE, P.E., NO., 72300 HATA COMPONATION 201 R. FRANKLIN STREET, SUITE 1300 TAMPA, P.L. 33602 PHORE: (813) 402-4150 CREVILLE AND SET OF MITHERITZ STON NO. 6400 CITY OF CLEARWATER 100 SOUTH MIRTLE AVENUE CLEARWATER, FL 13756 CLEARWATER BEACH TRANSIT CENTER

CAN BURNETHAN

PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE ST. PETERSBURG, FL 33716 SUMMARY OF QUANTITIES (03)



DIT AR. 2017
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BIO PLAS SUDRITTAL

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		SUMMAR	Y OF	GENERA	L ITEM	5		
PAY ITEM	DAY ITCH DESCRIPTION	UNIT	QUA	NTITY	TO	TAL	DESIGN	CONSTRUCTION
NO.		UNII	P	F	P	F	NOTES	REMARKS
0639 1 122	ELECTRICAL POWER SOURCE, F&I, UNDERGROUND. METER PURCHASED BY CONTRACTOR	AS	1		1			

		SUMMARY OF MIS	SCELLAN	VEOUS	DRAINA	AGE ITE	M5			
PAY ITEM	. PAY ITEM DESCRIPTION	LOCATION	SIDE	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION
NO.	PAT TIEN DESCRIPTION	STA. TO STA.	SIDE	UNIT					NOTES	REMARKS
		SIM TO SIM			P	F	P	F		
	INLETS, GUTTER, TYPE V. <10	19+77.63	LT.	EA	1.0	S	1			
0430 175 115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND.	19+71.98 TO 19+75.63	LT.	LF	4.0	17 16	4		INCLUDE CONC. JACKET	

PAY ITEM		LOCATION	SIDE	AREA	UNIT	0	UANTIT	Y	то	TAL	DESIGN	CONSTRUCTION
NO.	PAY ITEM DESCRIPTION	STA. TO STA.	SIDE	10	UNII	GROSS	NET L	ENGTH	P	F	NOTES	REMARKS
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	-	-		LF		-	-	685			
		17+40.00 to 17+59.71	LT.		1	20.2	20.2				MONOLITHIC C&G	
		17+40.00 to 17+60.00	LT.	-		20.2	20.2				DROP CURB	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
		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		1		DROP CURB	
		19+74.95 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.		5	70.0	70.0				DROP CURB	
		20+25.20 to 20+65.73	LT.			42.0	42.0			No.		
		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	
7520 2 4	CONCRETE CURB, -TYPE D				LF				36	0		
		17+90.61 to 17+99.10	LT.		DAX.	8.5	8.5				SIDEWALK CURB	
		17+99.54 to 17+99.64	LT.	150		4.1	4.1					
		17+99.54 to 18+10.10	LT.			10.6	10.6	4				
		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	

PREPARED BY:
BRAD LAPORTE, P.S. NO. 78380
HHTE CORPORALION
201 B. FRANKLIN STREET, SVITE 1200
TAREA, FL. 3802
PRONE: (813) 402-4150
CRESSIFICATE OF ANTHRIZATION NO. 4500

CITY OF CLEARWATER
100 SOUTH MYRTLE AVENUE
CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER

PRIELLAS SENCOAST PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DAIYE ST. PETERSBURG, FL 33716

SUMMARY OF QUANTITIES (04)

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LOCATION			CONC. SI	DEWALK	DETEC		122.938	Sec. al. al.
	SIDE	AREA	0522	2	052	7 2	DESIGN	CONSTRUCTION REMARKS
CT 4 TO CT 4		10	SY		5	F	MOTES	
STA. TO STA.		1000	P .	F	P	F		
17+60.00 TO 20+65.33	LT.	12957	342.060	342.060				
17+90.61 TO 18+18.93	LT.	12969	33.140	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			
	SU	B-TOTAL:	385,300		60.288			
		TOTAL:	385		61			

LOCATION			PERFOR					
200711111	SIDE	AREA	0570		DESIGN	CONSTRUCTION REMARKS		
STA. TO STA.	-		51					
			Ρ	F				
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	1				
18+10.05 to 18+18.59	LT.	14155	1.9					
20+32.72 to 20+80.00	LT.	14163	44.5					
	SU	B-TOTAL:	411.5					
		TOTAL:	412					

PAY ITEM		100000	QUAN	TITY	TO	TAL	DESIGN .	CONSTRUCTION
NO.	PAY ITEM DESCRIPTION	UNIT	P	F	P	F	NOTES	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"	GN	0.025		0.025			
0711 11 160	THERMOPLASTIC, STANDARD, WHITE MESSAGE OR SYMBOL	EA	5		5			
0711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GN	0.094		0.094			

THE PERSON OF T

PREPARED BY:
BRAD LAPORTE, P.Z., NO. 79389
HHTS CORPORATION
JOI N. FRANKLIN STREET, SUITE 1200
TANNA, P. 33402
FRICE: (813) 462-4150
CERTIFICATE OF AUTHOLIZATION NO. 5509

CITY OF CLEARWATER 100 SOUTH MITTLE AVENUE CLEARMATER, FL 33736 CLEARWATER BEACH TRANSIT CENTER POR

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

SUMMARY OF QUANTITIES (05)



BR LAN. 2017 SQ5

ICAL
AS SHOWN

BID PLANS SUBMITTAL

VORBORY SUMBREDOLDER

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED HADER MILE A

PROJECT MOTES:

- I. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- Z. 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.

PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTIT
0101 1	MOBILIZATION (10% OF ALL ITEMS)	LS	1
0102 1	MAINTENANCE OF TRAFFIC (10% OF ALL ITENS)	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	ARRON BOARD / ADVANCE WARNING ARROW PANEL	ED	60
0102 99	PORTABLE CHANGEABLE NESSAGE SIGN, TEMPORARY	ED	.74
0104 10 3	SEDIMENT BARRIER	LF	570
0104 15			- 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
0)10 4	REMOVAL OF EXISTING CONCRETE	54	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
7520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	685
520 2 4	CONCRETE CURB, TYPE D	LF	36
7522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	398
527 2	DETECTABLE WARNINGS	SF	61
7570 1 2	PERFORMANCE TURF, SOD	SY ·	412
0639 1 122	ELECTRICAL POMER SOURCE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	1
7700 1 50	SINGLE POST SIGN, RELOCATE	A5	2
711 11 141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6*	GN	0.025
711 11 160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	5
711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GN	0.094

MINTED .	THE MANUAL PLANS
Die.	THE PART STREET, SAL
Carro	time constitution is
22.00	

PREFAMED 87:
BRAD LAPORTE, P.E. 80, 79380
HATS COMPONETON
201 B. FRANKLIS STREET, SUITE 1200
FRANK, P. 33002
FROME: (813) 602-4158
CENTIFICATE OF MINISTERIOR NO. 8300

CITY OF CLEARWATER 100 SOUTH MIRTLE AVENUE CLEARWATER, FL 33756

TRANSIT CENTER
FOR

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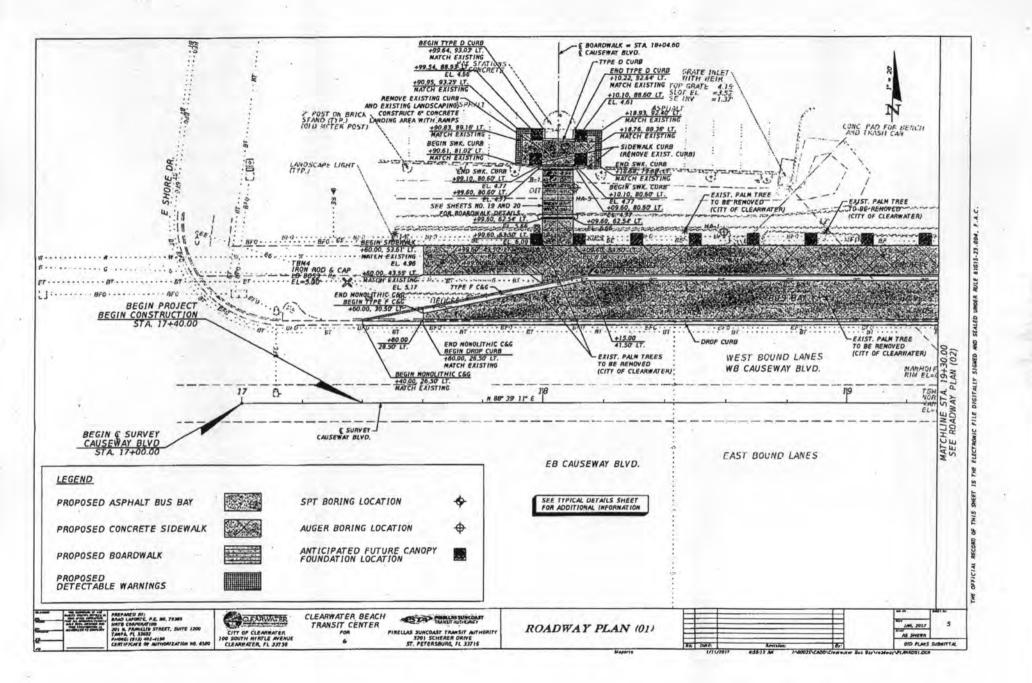
TRANSIT CENTER

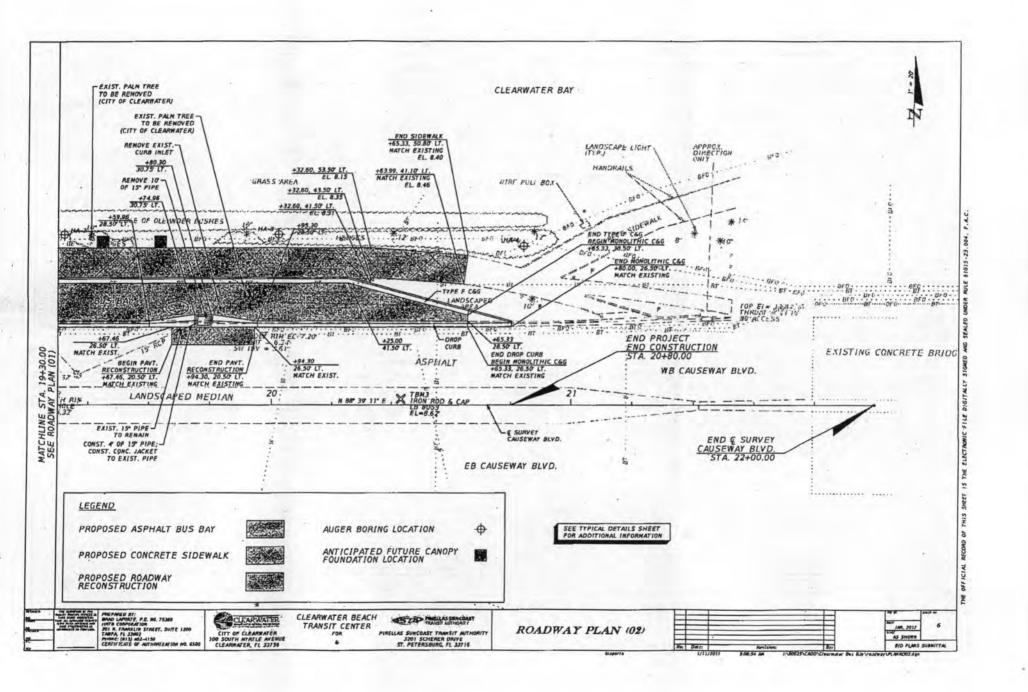
PINELIAS SUNCOAST TRANSIT AUTHORITY

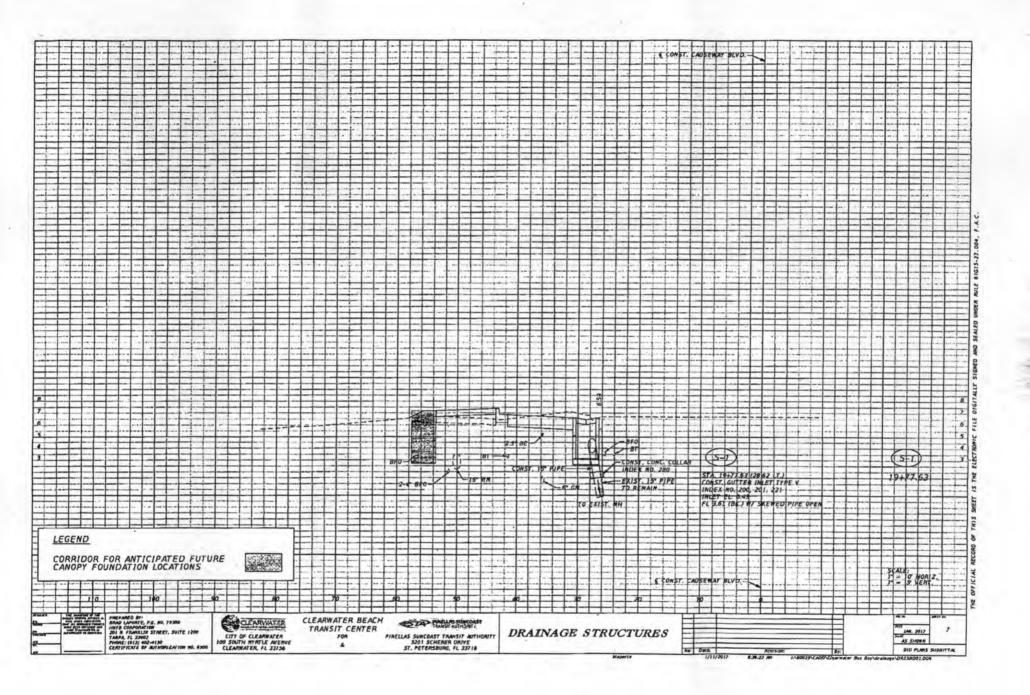
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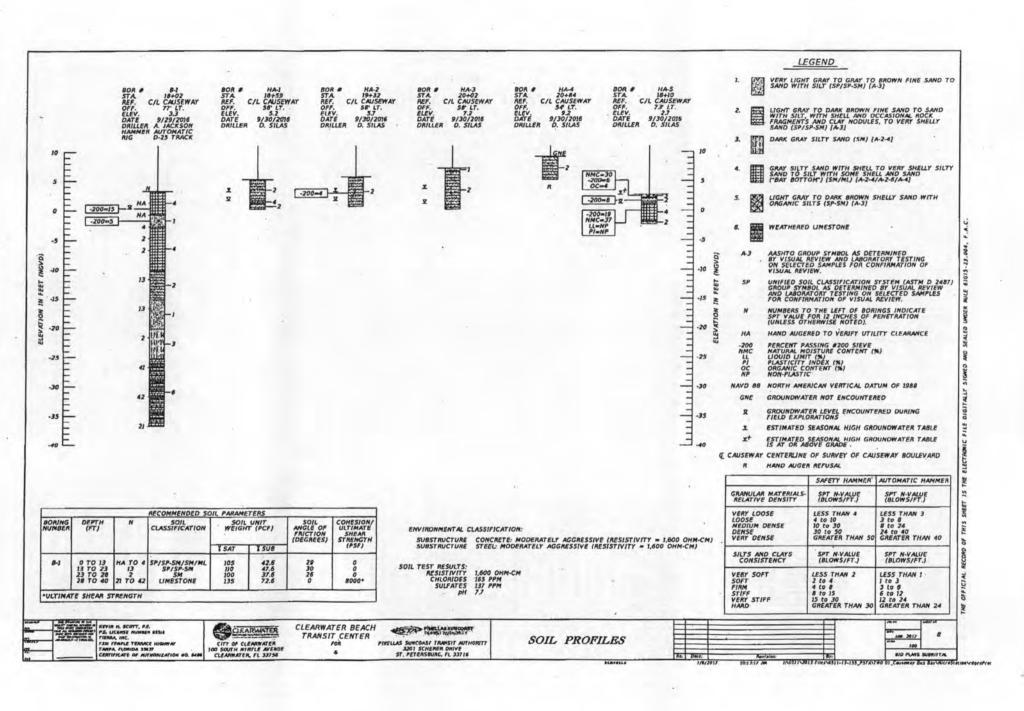
5T. PETERSOURC, FL 13716

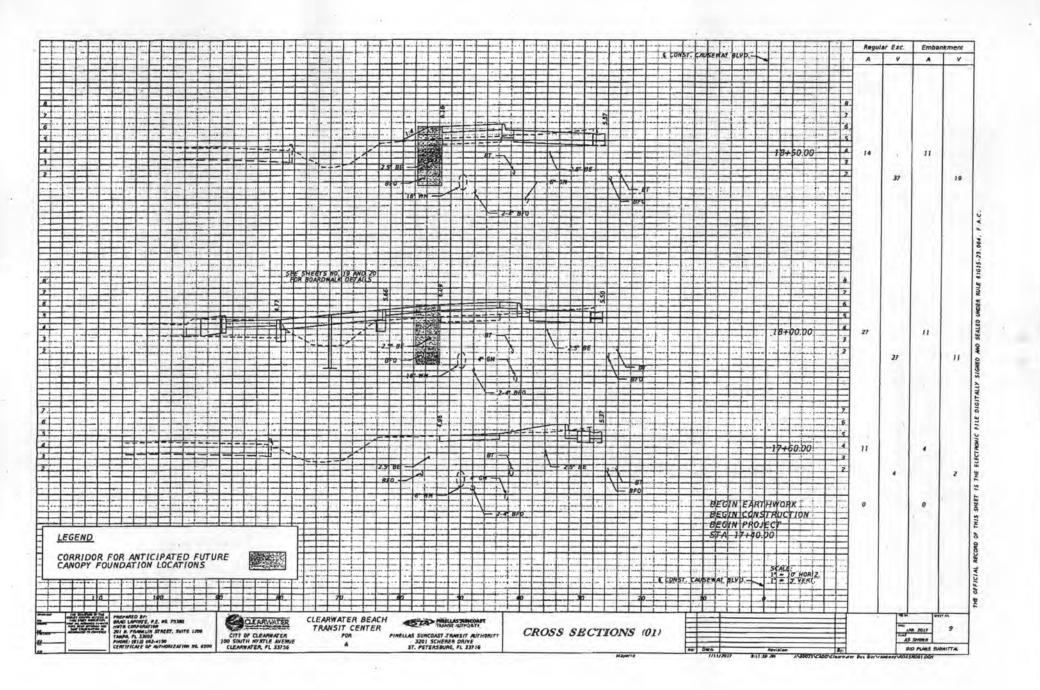
PROJECT NOTES / SUMMARY OF PAY ITEMS

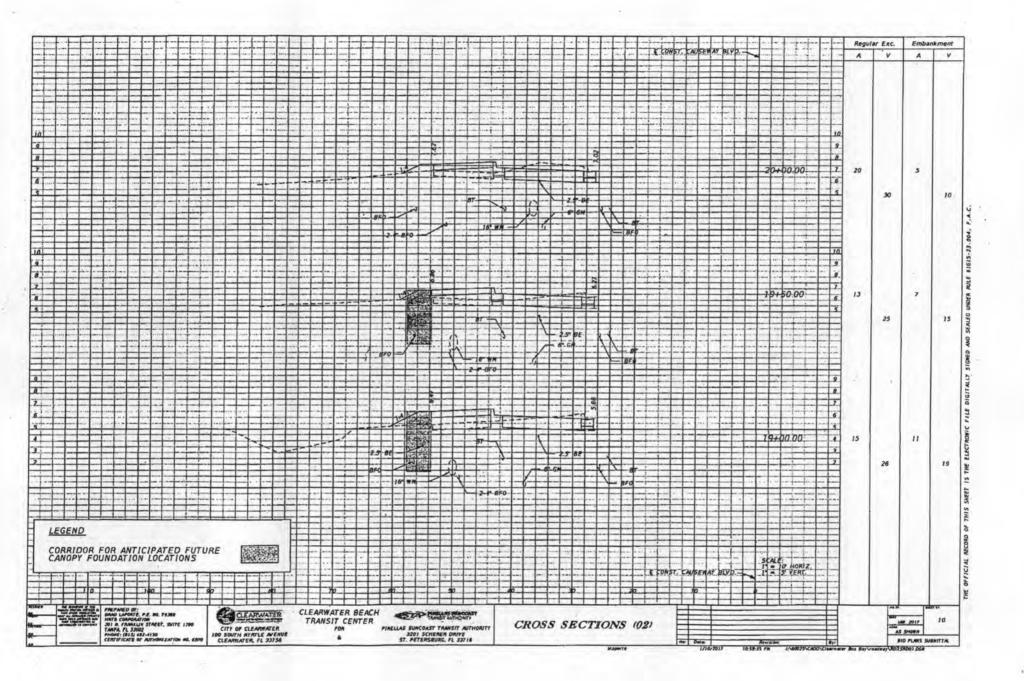


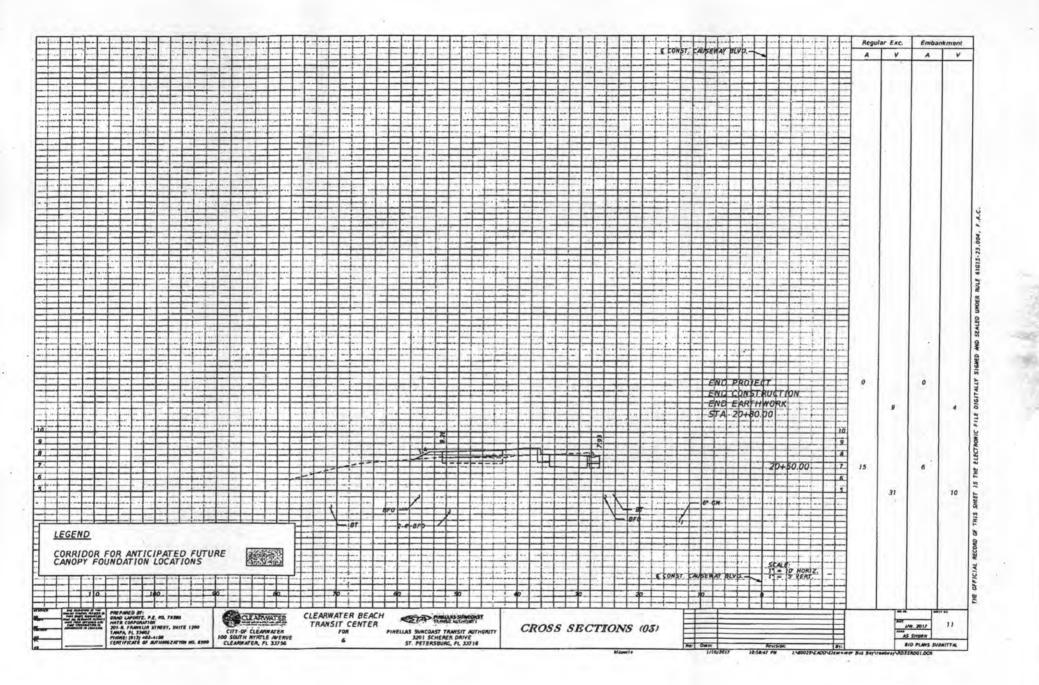












GENERAL NOTES:

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

SEQUENCING NOTES:

- 1. MAINTAIN ALL TRAFFIC NOVEMENTS 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
- S. 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
- 6. REMOVE THE EXISTING CURB INLET AT APPROXIMATE STA. 19+85. CONSTRUCT THE PROPOSED STRUCTURE 5-1 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
- 7. CONSTRUCT THE PROPOSED CURB AND GUTTER, PROPOSED BUS BAY PAYEMENT, PROPOSED SIDEWALK PAYEMENT, 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 513 IN CONJUNCTION WITH THE SIGNAGE SHOWN IN THE TRAFFIC CONTROL PLAN.
- 9. OPEN TRAFFIC TO FINAL CONFIGURATION.

PREPARED BY:
BRAD LAPORTS, P.E. RO. 79300
HATE COMPORATION
JOI N. FLANKLIN STREET, SUITE 1290
TAPA, P. 13002
PHONE: (8) 3) 402-4150
CENTIFICATE OF AUTHORIZATION NO. 6500

CITY OF CLEANWATER

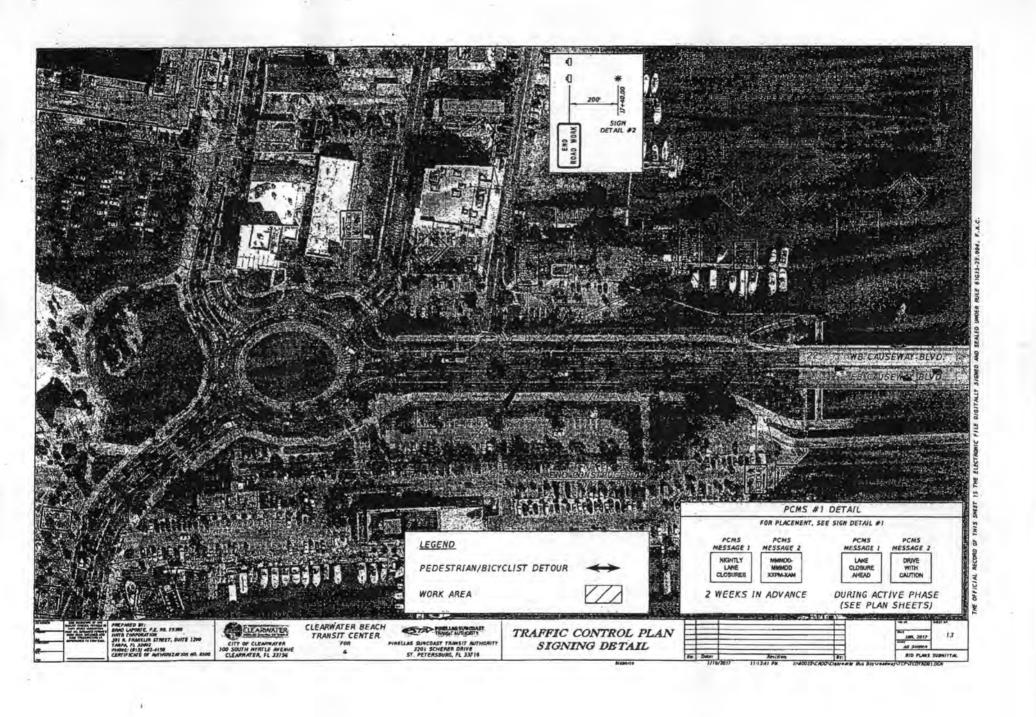
CLEARWATER BEACH TRANSIT CENTER *00

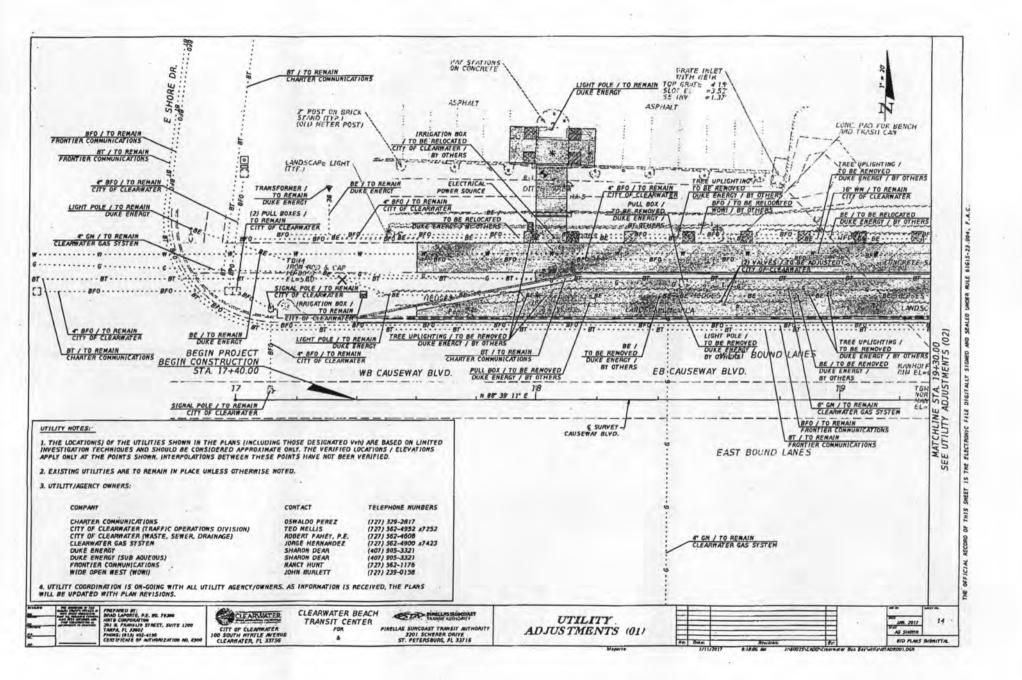
PINELLAS SUNCOAST

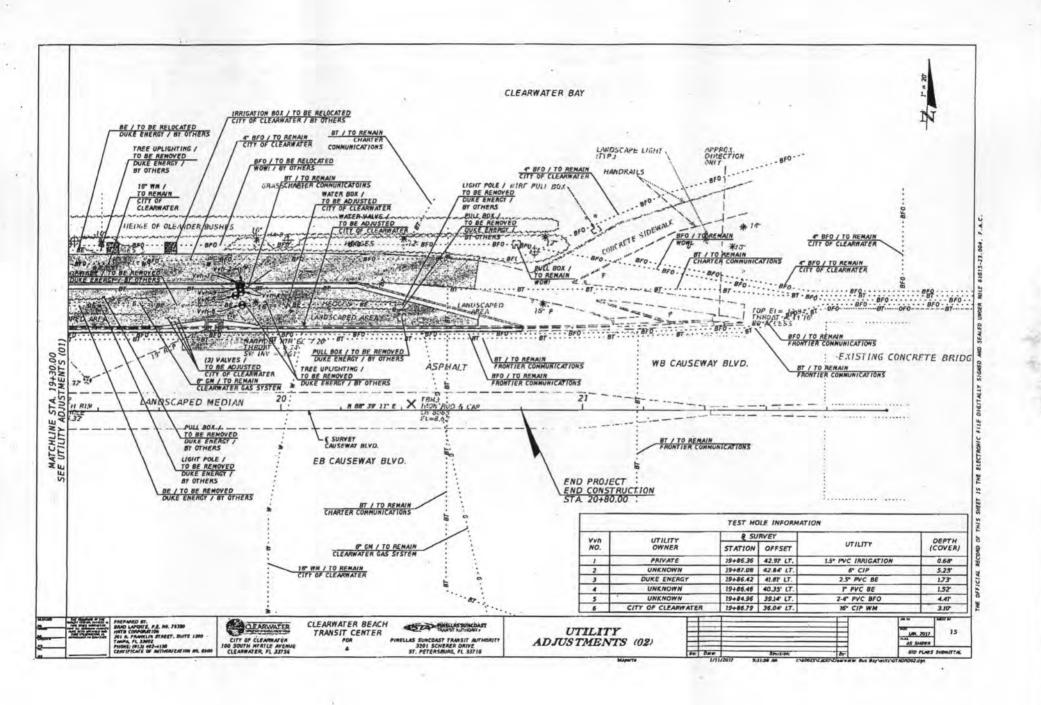
PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE ST. PETERSBURG, FL 33716

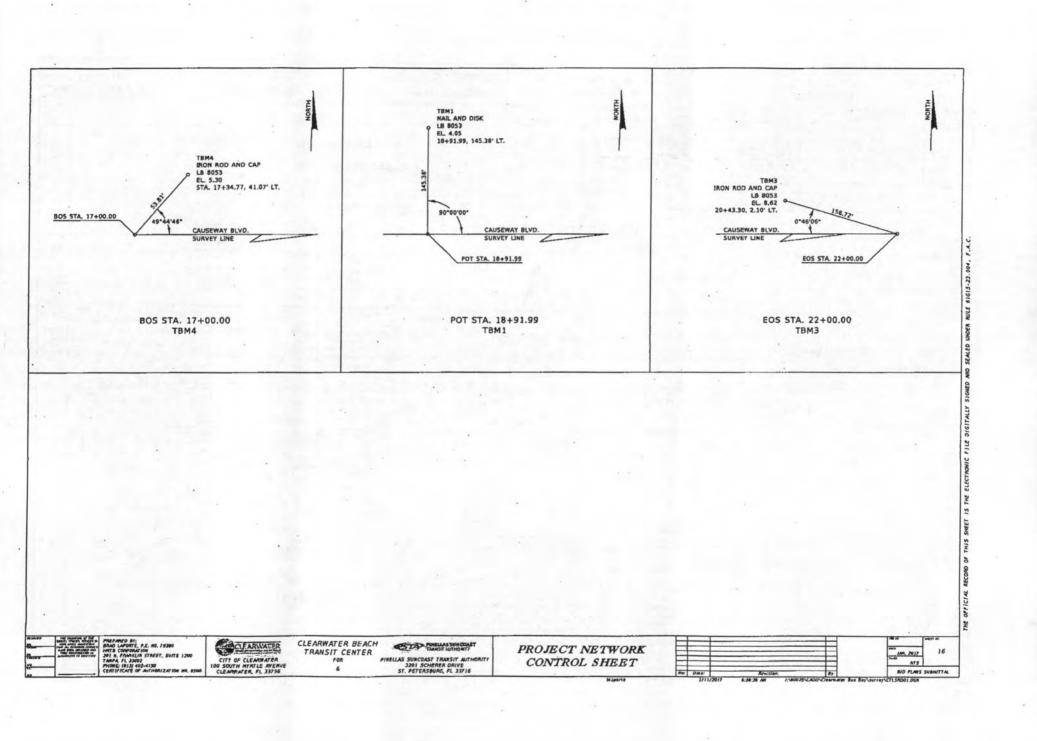
TRAFFIC CONTROL PLAN NOTES

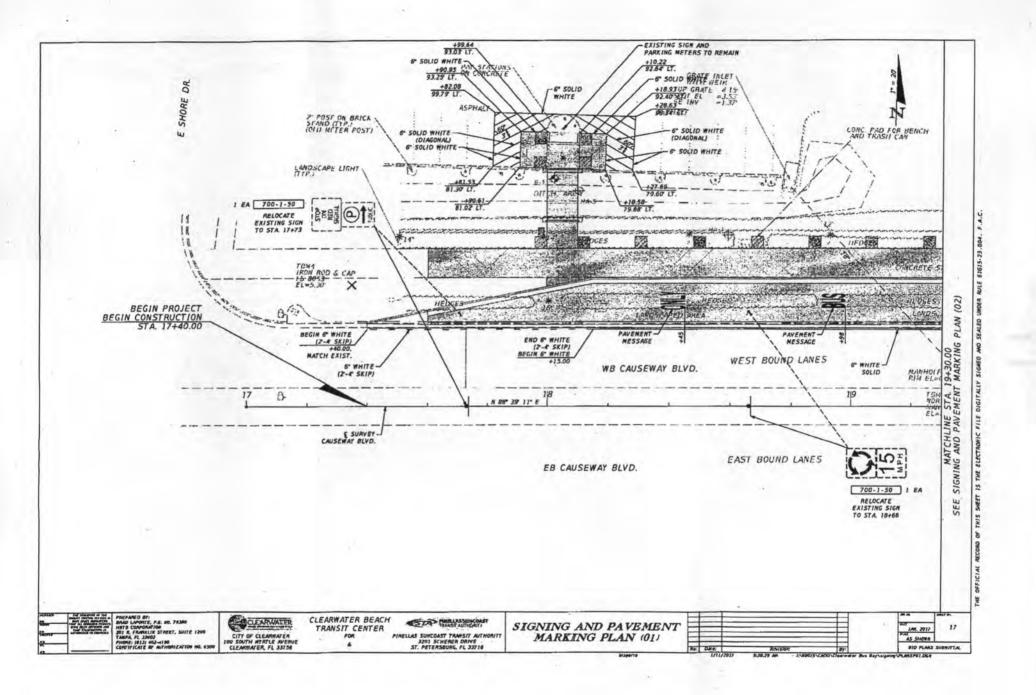
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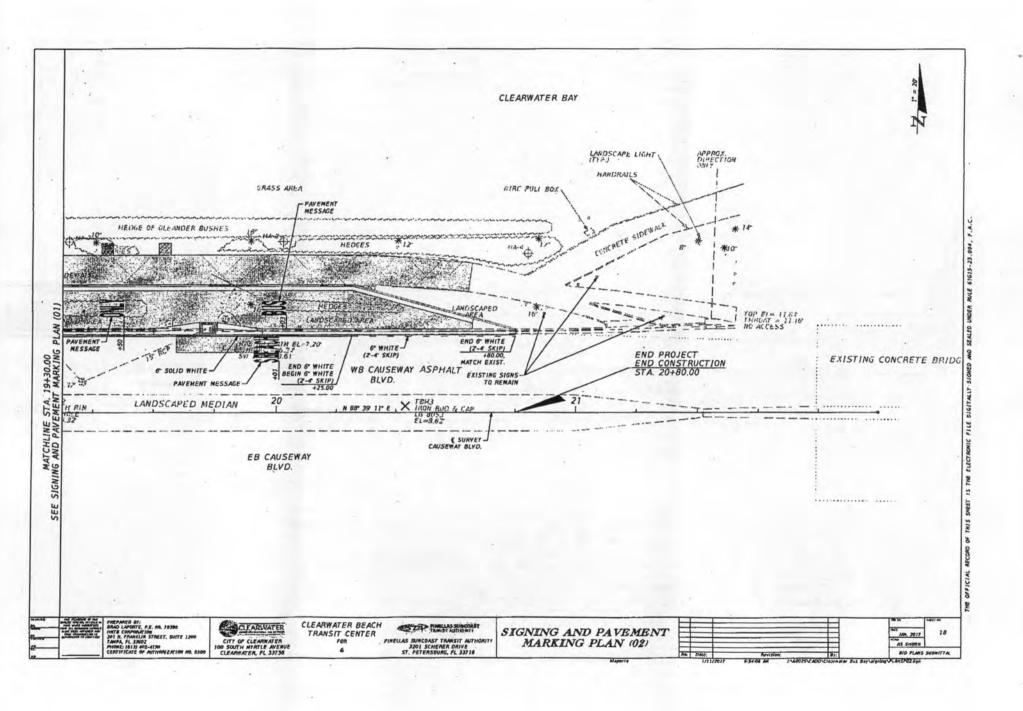


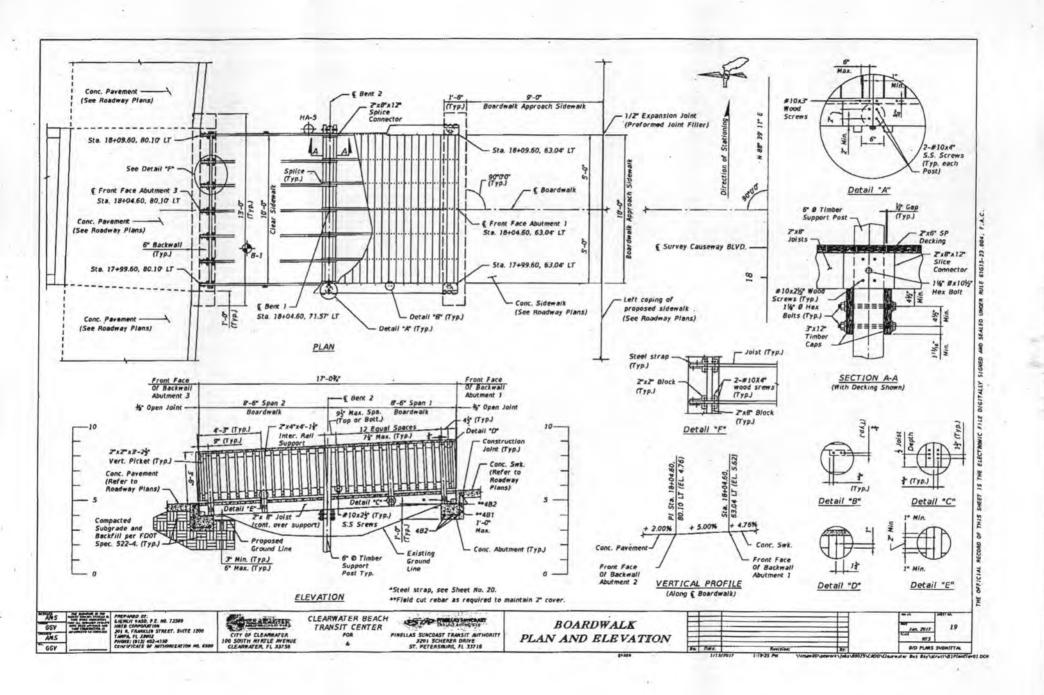




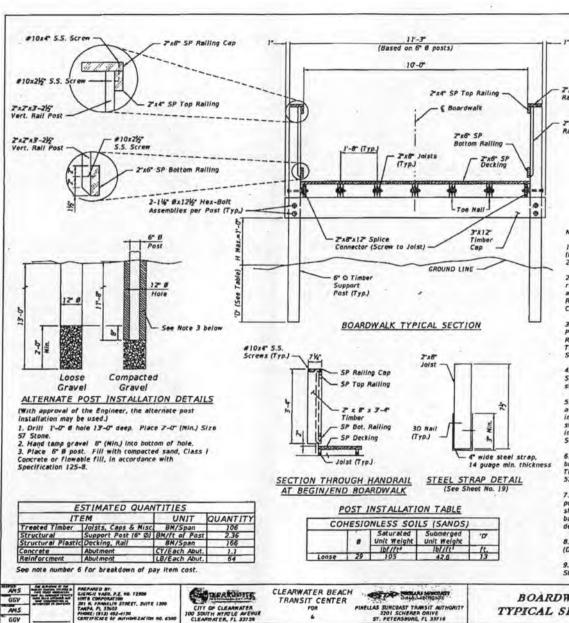












#10x# SS Scraws #10x4" SS Screws Zx8 SP Railing Cap - Make Flush - #10x4" 5.5. Screw 2x4 SP Top Railing 8 Support Post 2'x8" 5P 60 Railing Cap Support Post 2'x6' 5P 2"x6" SP Bottom-Railing Bottom Railing TIT Vert. Rail Post #10x# 55 2'x6" SP Decking Screws. 7×6" 5P Decking 14 8x101 Hex Bolt Assembly Zx8x1Z Splice 3"X12" Connector Zx8 Joist #10x21/5 S.S. Screes SECTION THROUGH HANDRAIL AT SUPPORT POST 6º Ø Support Post NOTES:

- Specifications: Designed in accordance with the 2014 AASHTO LRFD Bridge Design Specifications (LRFD), 2009 (RFD Guide Specifications for the Design of Padestrian Bridges (AASHTO DPB) and the 2017 National Design Specifications (NDS) for Wood Construction.
- 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 FDDT 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 FDDT Standard Specification 973.
- 3. Design Loading:
 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 (FRFCL-FDDT Standard Specification 97.3)
- 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 pillog. All structural timber shall be treated for a non-salt (or non-bracks) 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 off!!! 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 gaivanized in accordance with ASTM 1-33. All steel plates shall be gaivanized in accordance with ASTM 123. All Stainless Steel screws shall be ASTM F593 Type 305.
- 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° 8 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 FDDT 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.
- The color of the Structural Plastic shall be color no. 30227 in accordance with Federal Color Standard 5958.

81338	Ac	Date/	Revision:	By:	ADDICIONANT BUS BATT	SIGNITTAL
BOARDWALK TYPICAL SECTION					ion 1017	20
						PRESENT.

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-of-way.

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 17-14 day of MAY, 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, 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 Fasement 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:
Print Name: Scott Burraus	William B. Horne, II
Frint Name. State Barracos	City Manager
Witness:	-deover cretexor
Faturic Kuligouski	George N. Cretekos Mayor
Print Name: Patricia Ky ligouski	Attest:
J	Essenaru Califernia
	Rosemarie Call
	City Clerk
	Approved as to form: Matthew M. Smith Assistant City Attorney
STATE OF FLORIDA COUNTY OF PINELLAS	
The foregoing instrument was acknowledge 2017,, bywilliam B Horn	
Clearwater.	3 3
- Wieder Sprague	NICOLE SPRAGUE NY COMMISSION # EE 209161
Personally Known OR Produced Iden	tification EXPIRES: June 18, 2016 Bonded Thru Notary Public Underwillers

Type of Identification Produced:

EXHIBIT GRight-of-way Permit Form



Right-of-Way Permit STANDARD FORM

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

Fee: \$	B.C.P. #:	R.	O.W. Permit No.: 20
THIS	PERMIT MUST BE AT	SITE DURING CO	NSTRUCTION
Applicant:		Contractor:	
		License #:	
Address:		Address:	
Phone #: 🕿		Phone #: 🕿	
	Emergency/After-Hou	rs Phone #: 🕿	
Location and address of work:			
Description of			
work:			*
SUNSHINE STATE ONE O	CALL OF FLORIDA #:		
Phone #: 🕿 (800) 432-4770 (Sur	nshine State One Call of Florida F	Reference # required for permit approval)
Start Date:		Completion Date:	
	the above Completion Date. The water Engineering Department		ded one time for up to thirty (30) days upon
the work in the Right-of-\ 2. All required inspections s		ation of this Permit.	2-4750 within 24 hours of completion of orth on page 2 of 2.
□ Testing Lab Require	ed Testing Laboratory:		
	Contact Person:		
	Phone #: 🕿		
Insurance Accident/Lia	ability jointly (check one):	On File	Copy Attached
🕿 (727) 562-4750 a min		e start of construction to	Engineering Department – phone #: coordinate the required inspections. Engineering Department.
Printed Name of Applicant or Authorized Agent	for Applicant of App	Signature dicant or Authorized Agent for Applic	Date
Printed Name of Property	Owner	Signature of Property Owner	Date
Parking System Approval	by:		Date:
Traffic Division/MOT Appr			Date:
Permit Approved by:			Date:

GENERAL PERMIT CONDITIONS:

- 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.
- The proposed work/utility in the Right-of-Way shall not interfere with the property and rights of any prior occupants.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

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